



DEPARTMENT OF  
PUBLIC WORKS

CITY OF SACRAMENTO  
CALIFORNIA

CITY HALL  
ROOM 207  
915 I STREET  
SACRAMENTO, CA  
95814-2673

OFFICE OF THE DIRECTOR

September 24, 1987

916-449-5283

MELVIN H. JOHNSON  
DIRECTOR  
LESLIE M. FRINK  
DEPUTY DIRECTOR  
REGINALD YOUNG  
DEPUTY DIRECTOR

Actron Information Data System, INC.,  
2212 Arlington Downs Road,  
Suite 100  
Arlington, Texas 76011

RE: Professional Services Agreement, dated as of September 24, 1987, by and between the City of Sacramento ("CITY") and Actron Information Data System, Inc. ("ACTRON")

Gentlemen:

The purpose of this letter is to confirm the CITY's intent to obtain continuing maintenance services with respect to the UCIS and ACTRON commencing on the date of final acceptance of the UCIS as contemplated pursuant to Section VII of Exhibit "A" to the above-referenced Agreement, such services to consist of the maintenance services designated as Maintenance Level II in the description of ACTRON maintenance services attached hereto as Appendix A.

Maintenance services provided pursuant to this letter agreement will be performed in accordance with Appendix A hereto and will be subject to the general terms and conditions specified in Exhibit "D" to the above-referenced Agreement, all of which are incorporated herein by this reference.

City of Sacramento  
A Municipal Corporation

By: \_\_\_\_\_  
CITY Manager (or Designee)

Accepted and Agreed:

Actron Information Data System, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# ACTRON MAINTENANCE SERVICES

## OVERVIEW

The Product Services Division of ACTRON has developed a broad set of Maintenance Services to assist multiple facets of the ACTRON Client base.

## Service Definition

ACTRON provides three levels of maintenance service for software products. ACTRON will use reasonable efforts to furnish maintenance service (Level I, Level II, and Level III) for software products in accordance with the following descriptions.

## MAINTENANCE LEVEL I

### Hotline and Correspondence Assistance

This service consists of providing information by telephone or in written format in regard to use of ACTRON products. Such information pertains to: clarification of documentation for products; capabilities of products, use of products, and analysis of problems relating to products. ACTRON will employ reasonable efforts to fix and correct all errors, malfunctions, and problems and communicate these to Client. In the event a problem cannot be duplicated, Client will be requested to provide documentation necessary to evaluate the problem. This level of service does not include any other information or items including: the creation of program modifications, providing new versions of program improvements or enhancements, or providing extra materials.

Hotline telephone assistance is available Monday through Friday 8:00 a.m. to 5:00 p.m. Central Standard Time, excluding standard holidays. Telephone assistance is available by dialing:

(817) 649-1866  
and ask for the "Product Support Center"

Written correspondence should be addressed to:

ACTRON Information Data Systems, Inc.  
Product Support Center  
2212 Arlington Downs Road, Suite 100  
Arlington, Texas 76011

## MAINTENANCE LEVEL II

- 1) This service includes all features of Maintenance Level I.
- 2) Corrections and Improvements

ACTRON will make every effort to supply temporary and/or permanent corrections or make reasonable effort to provide emergency bypass procedures for problems encountered using software products as specified in documentation.

ACTRON will distribute corrections to software products and software product documentation to resolve problems.

ACTRON may develop certain product improvements as part of the Maintenance Service. Improvements are defined as changes which ACTRON makes to product to improve product's ability to meet business requirements or process more effectively. Corrections and improvements are integrated into a release, validated against ACTRON'S development standards, verified within ACTRON's current configuration environments, and are delivered to Maintenance Service Clients. A product maintenance update release tape and corresponding documentation describing the release will be sent to maintenance service Clients (Level II and Level III).

### **3) Enhancements**

ACTRON will provide enhancements to software products as they become available and integrated into the current release of software. Enhancements are extensions to an existing software subsystem within the software product and add to the functionality. Enhancements\* are integrated into a release, validated against appropriate standards, verified within ACTRON'S current configuration environments and delivered to the maintenance service Clients. A release consists of a product enhancement update tape and corresponding documentation describing enhancements.

\*Client will receive enhancements issued by ACTRON during the time period of the Maintenance Service Agreement.

### **4) Operating Systems and Selected Subsystems**

ACTRON will provide modifications to software products to accommodate operating system release and selected subsystems provided the hardware instruction set and/or operating system and selected subsystems remain upward compatible and provided ACTRON has available all necessary information regarding the operating system and selected subsystems release and ACTRON has installed and operated said modifications for its own use.

### **5) Consulting Assistance**

ACTRON will provide 24 work hours of direct personnel support from the Product Support Center. This support applies to Remote Consulting Work, Catastrophic Support, or Client Change Integration Support described in the Consulting Support Section.

### **6) Other Assistance**

All other assistance provided by ACTRON will be on a Time and Materials basis at ACTRON'S current published rates.

## **MAINTENANCE LEVEL III**

1) This service includes all features of Maintenance Level I and includes all features of Level II items 1 through 5.

2) **Consulting Assistance**

ACTRON will provide consulting from the Product Support Center in support of Remote Consulting Work, Catastrophic Support, or Client Change Integration described in the Consulting Support Section. This support is a total of 200 work hours of product support personnel. Non utilized hours less than 150 may be carried forward to a succeeding maintenance agreement.

3) **Other Assistance**

Additional assistance, relating to Maintenance Services will be provided to Maintenance Service Clients at a 12 percent discount of ACTRON'S standard rates.

## **CONSULTING SUPPORT**

1) **Consulting Services Related to Maintenance**

Maintenance Level II and Level III provide provisions for professional support of the following maintenance related items:

- A. Integrate, verify, and test corrections, improvements, and enhancements as released into the ACTRON product.
- B. Advise Maintenance Level II and Level III Clients of benefits and usage ramifications of latest product release.
- C. Advise Maintenance Level II and Level III Clients concerning interface of software products and/or new releases of product with Client's IBM Operating System or OEM data bases.
- D. Provide advice in incorporating Client changes (code customization) with latest ACTRON release of corrections, improvements, and enhancements.
- E. Develop code changes to repair errors, malfunctions, and problems, attributable to customizations made to base releases of the product. These problems may relate to upward compatibility of software provided by vendors other than ACTRON.

2) **Formats of Consulting Service**

A. **On-Site Consulting**

On-Site Consulting involves any aforementioned services (Consulting Services related to Maintenance). All hours spent in support of on-site Consulting Related to Maintenance reduces available hours in Maintenance Level II or Level III. On-Site Consulting requires a minimum of two weeks notice to ACTRON.

**B. Catastrophic Support**

Catastrophic Support involves ACTRON on-site support within 24 hours of notice. Catastrophic Support can be invoked once a Client has failed to render a bill or recognize revenue for a period of 24 hours.

Catastrophic Support reduces available hours specified in Maintenance Level II and Level III contracts by a 3X multiplier. Catastrophic support requested and not accepted reduces available hours in Maintenance Level II and Level III contracts by 24 hours.

Catastrophic Support will be invoiced to the Maintenance Level II Client at 3 times actual ACTRON published rates in the event all available contract hours have been utilized. In the event a Maintenance Level III Client has utilized all available contract hours, the Client will be invoiced at 2.64 times actual ACTRON published rates.

**C. Remote Consulting Support**

Remote Consulting Support involves any Consulting Services related to Maintenance. This consulting will be achieved by connection of ACTRON'S terminals to the Client's computing facility. ACTRON'S support center staff will observe the functioning of the Client's system, and review programs relating to operational problems.

This feature of ACTRON'S Maintenance Services is available to Client's of Maintenance Level II and Level III. This service reduces available hours specified in Maintenance contracts at a rate of .75 for each 1 hour of support.

Clients desiring connection of ACTRON'S computer to their computer must complete and fund the following:

- line or telephone costs
- 2 modems
- proper access to their systems
- specialized hardware/software requirements required at ACTRON'S computer facility to complete the telecommunications "hookup".

**3) Expenses**

Clients of ACTRON'S Maintenance can request On-site and/or catastrophic Support. Travel and living expenses for this support will be billed at actual cost to Client.

## **ACTRON MAINTENANCE SERVICES**

### **A) Terms and Conditions**

Maintenance Service provided is Maintenance Level I, Level II or Level III, as described in the ACTRON Maintenance Services Overview.

### **B) Client Responsibilities**

The Client is responsible for: (i) managing, operating, and physically controlling each software product including the results obtained from using the software products; (ii) interfacing the software product ordered from ACTRON and all other software used by the Client; (iii) using the software products within the specified operating environment; (iv) establishing and maintaining such recovery and data protection procedures as the Client considers necessary.

### **C) Maintenance Service Agreement Terms**

Maintenance Services agreement term is 12 months. Unless Client notifies ACTRON of its intention to terminate the maintenance service, 30 days prior to the ending date, the Maintenance Service Agreement will be automatically renewed for a successive 12 month term.

### **D) Maintenance Service Start Date**

Maintenance service start date commences from date of installation of software product or 60 days from date of software purchase, whichever occurs first. Installation is defined as the integration of the ACTRON Software Product into the Client's hardware and operating system environment and validation of successful processing of predetermined test cases.

If the Client elects not to purchase Maintenance Service as defined above, but at a later date desires to subscribe, ACTRON will calculate the charges necessary to bring the software products or operating system and selected subsystem to an acceptance level. All charges under this section must be paid prior to beginning Maintenance Service.

### **E) Software Products Qualifying for Maintenance Service**

- o Customer Service System (CSS)**
- o Field Service System (FSS)**

Maintenance Service may be changed or withdrawn for any product release level by ACTRON by giving the Client 12 months written notice if a new version or successor product is available.

### **F) Maintenance Service Pricing Escalator**

At its option, ACTRON has the right to adjust the Maintenance Service pricing. Such price adjustments may only commence on the maintenance service renewal date and requires ACTRON to provide a 90 day written notice of the price adjustment.

**G) Termination**

**Clients may terminate the Maintenance Service Agreement by giving written notice 30 days prior to the established ending date for Maintenance Service. ACTRON may terminate as described in Paragraph E.**

# ACTRON MAINTENANCE SERVICES

## CURRENT PRICE SCHEDULE 1987

### Customer Service System

Maintenance Level	Description	Price
I	Hot line and Correspondence Assistance	\$ 9,000
II	Corrections, Improvements & Enhancements plus Level I services	\$25,000
III	Consulting Assistance plus Level I plus Level II services	\$35,000