

SUPPORT AND MAINTENANCE AGREEMENT

THIS AGREEMENT made as of the 1st day of July, 2024.

BETWEEN:

N. HARRIS COMPUTER CORPORATION

(“Harris School Solutions”) with a business address of Attn:
Executive Vice President, 6602 Calhoun Memorial Hwy., Suite
200, Easley, SC 29640

- And -

**DEKALB COUNTY SCHOL DISTRICT, Stone Mountain,
Georgia**

(“Organization”)

RECITALS

1. Harris has licensed to Organization certain Software pursuant to a Software License Agreement;
2. The Organization wishes to receive support and maintenance services related to the Software;
3. Harris shall provide the support and maintenance services related to the Software.

NOW THEREFORE, in consideration of the mutual covenants set out in this support and maintenance agreement (the “Support and Maintenance Agreement”) and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. Unless otherwise defined herein, all defined terms used herein shall have the meaning ascribed to them in the Software License Agreement (the “License Agreement”).
2. This Support and Maintenance Agreement is the exclusive statement of the entire support and maintenance agreement between Harris and Organization.
3. Harris shall provide software support primarily via telephone and electronic mail in addition to site visits only when necessary. The support services will be provided only during the hours of operation as described in Exhibit 1 hereto and which are in effect as of the Start Date (as defined below), as such services may, at Harris’s sole discretion, be modified or supplemented from time to time. To enable Harris to provide effective support, the Organization will establish auto remote access procedures compatible with Harris’s then current practices which may be revised over time.

4. In consideration for the support services specified in Exhibit 1, Organization shall pay the "Support and Maintenance Fee". The Support and Maintenance Fee will be billed annually in advance of the then current term. If the Organization would like to match the annual invoicing of the Support and Maintenance Fee to its fiscal year or any other period it may request, during the initial term of this Support and Maintenance Agreement, that Harris issue a prorated invoice for the portion of the year remaining during the initial term. Harris may change the Support and Maintenance Fee from time to time in relation to each renewal term.

5. In addition to the Support and Maintenance Fee, Organization shall reimburse Harris for its direct expenses in providing support services ("Billable Fees") pursuant to this Support and Maintenance Agreement which include as of the Start Date:

- (1) its direct travel expenses which are excluded from the total fees amount including, hotel, airfare, car rental, tolls, meal per diem of \$65.00 per day, parking and airline and travel agent fees;
- (2) And, when personal transportation is used, a mileage charge based on the current Internal Revenue Service recommended rate per mile,

Harris may update its reimbursement policies and rates related to the Billable Fees from time to time, in which case such updated policies shall apply for purposes of this Support and Maintenance Agreement, provided that such updated reimbursement policies must generally apply to all clients of Harris.

6. All Updates of the Software and all those services listed in Exhibit 1 which are included as part of Organization's Software support will be made available to Organization at no additional charge other than the payment of the Support and Maintenance Fee.

7. All payments hereunder shall be in U.S. dollars

8. The term of this Agreement shall commence on the Start Date. As required by O.C.G.A § 20-2-506, this Agreement shall terminate absolutely and without further obligation on the part of the School District at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, but shall be automatically renewed for each subsequent calendar year during the term unless terminated by either party upon giving to the other not less than 60 days' notice in writing prior to the end of the initial term or any subsequent anniversary of such date. Organization shall pay the then prevailing Support and Maintenance Fee in advance for each term of the Support and Maintenance Agreement and where the notice of non-renewal has not been provided in accordance with these terms, the Organization is obliged to pay the Support and Maintenance Fee for the then applicable term. Harris shall neither refund any Support and Maintenance Fees nor any Billable Fees if this Support and Maintenance Agreement is terminated. Organization acknowledges that if this Support and Maintenance Agreement is terminated, then it will not be eligible to receive the benefits of this Support and Maintenance Agreement including the right to Releases or to access the source code in escrow upon the occurrence of any Event of Default.

9. Title to and ownership of all proprietary rights in the Releases and all related proprietary information supplied by Harris in providing the services pursuant to this Support and Maintenance Agreement shall at all times remain with Harris, and Organization shall acquire no proprietary rights by virtue of this Support and Maintenance Agreement.
10. Harris shall have the right to terminate this Support and Maintenance Agreement immediately if:
 - (a) Organization attempts to assign this Support and Maintenance Agreement or any of its rights hereunder, or undergoes a Reorganization, without complying with the License Agreement; or
 - (b) Organization has not paid an invoice within ninety (90) days of the start of a renewal term.
11. Unless otherwise agreed to by the parties, all notices required hereunder shall be made in accordance with the provisions of the License Agreement.
12. Either party's lack of enforcement of any provision in this Support and Maintenance Agreement in the event of a breach by the other shall not be construed to be a waiver of any such provision and the non-breaching party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.
13. The parties agree that the terms and conditions contained herein shall prevail notwithstanding any variations on any orders, e-mails or other correspondence submitted by Organization.
14. The particular provisions of this Support and Maintenance Agreement shall be deemed confidential in nature and neither Organization nor Harris shall divulge any of its provisions as set forth herein to any third party except as may be required by law.
15.
 - (a) Termination of this Support and Maintenance Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
 - (b) The Organization and Harris recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of Harris arising from this Support and Maintenance Agreement. The parties agree that in all such circumstances the Organization's remedies and Harris's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Support and Maintenance Agreement.
 - (c) FOR BREACH OR DEFAULT BY HARRIS OR OTHERWISE IN CONNECTION WITH THIS SUPPORT AND MAINTENANCE AGREEMENT, REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION WHETHER IN CONTRACT OR IN TORT, INCLUDING

FUNDAMENTAL BREACH OR NEGLIGENCE OR STRICT LIABILITY, THE ORGANIZATION'S EXCLUSIVE REMEDY, IN ADDITION TO ELECTING IF SO ENTITLED TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS SUPPORT AND MAINTENANCE AGREEMENT, SHALL BE (1) ACCESS TO THE ESCROWED SOURCE CODE IN ACCORDANCE WITH SCHEDULE "A" AND (2) PAYMENT BY HARRIS OF THE ORGANIZATION'S DIRECT DAMAGES TO A MAXIMUM AMOUNT EQUAL TO, AND HARRIS SHALL IN NO EVENT BE LIABLE IN EXCESS OF, THE AMOUNT OF FEES ACTUALLY PAID BY THE ORGANIZATION TO HARRIS UNDER THIS SUPPORT AND MAINTENANCE AGREEMENT DURING THE THEN-CURRENT TERM (NOT TO EXCEED 12 MONTHS) OF THE SUPPORT AND MAINTENANCE AGREEMENT UP TO AND INCLUDING THE DATE OF TERMINATION, EXCLUDING COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) INCURRED BY THE ORGANIZATION IN CONNECTION WITH OBTAINING A COPY OF THE SOURCE CODE IN ACCORDANCE WITH THE ESCROW AGREEMENT BETWEEN THE PARTIES WHICH SHALL BE REIMBURSED BY HARRIS IF AN EVENT OF DEFAULT OCCURS.

IN NO EVENT SHALL ANY DAMAGES INCLUDE, NOR SHALL HARRIS BE LIABLE FOR, ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES EVEN IF HARRIS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, HARRIS SHALL NOT BE LIABLE FOR LOST PROFITS, LOST BUSINESS REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, OR FOR ANY CLAIM WHATSOEVER AGAINST THE ORGANIZATION BY ANY OTHER PARTY.

17. The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Support and Maintenance Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.
18. Where remedies are expressly afforded by this Support and Maintenance Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of the Harris arising out of or in connection with this Support and Maintenance Agreement, notwithstanding any remedy otherwise available at law or in equity.
19. This Agreement shall be governed by the laws of the state of Georgia in accordance with Georgia state law O.C.G.A. § 50-21-1 and the federal laws of the United States of America applicable therein. Any legal action taken by either party arising out of this

Agreement shall be filed in a court of competent jurisdiction in Georgia courts pursuant to O.C.G.A. § 50-15-1.

20. This Support and Maintenance Agreement may not be assigned by the Organization unless, concurrently with any such assignment, the Organization assigns its rights under, and complies with the provisions of the License Agreement.
21. This Support and Maintenance Agreement shall be binding upon the successors and assigns of the parties and ensure to the benefit of the successors and permitted assigns of the parties.
22. The invalidity or unenforceability of any provision or covenant contained in this Support and Maintenance Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.
23. This Support and Maintenance Agreement may be executed in counterparts (whether by facsimile signature or in PDF format via e-mail or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Support and Maintenance Agreement to be effective as of the date first written above.

N. HARRIS COMPUTER CORPORATION

Per:

Name: Ben M. Childs
Title: Executive Vice President

DEKALB COUNTY SCHOOL DISTRICT

Per:

Name:
Title:

Exhibit 1

Standard Support and Maintenance Services – Standard Guidelines

The purpose of this Exhibit 1 is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details.

Harris reserves the right to make modifications to this document as required; provided, however, Harris shall not reduce the scope of support provided hereunder without the prior written consent of the Organization.

The services listed below are services that are included as part of your software support.

- Functional troubleshooting & issue resolution on Harris applications code not including customer modified changes to software in production.
- E-mail support call logging and notification
- Standard base software releases and updates
 - Defect corrections (as warranted)
 - Planned enhancements to legacy application
 - State and/or Federal mandated changes
 - Payroll regulated changes
 - Release notes
 - Updated documentation as available
- Limited training questions (15 minute guideline)

Helpdesk Hours

Our standard hours of support are from 9:00 AM EST to 5:00 p.m. EST, Monday to Friday, excluding designated statutory holidays.

Response Times

Response times will vary and are dependant on the priority of the call. We do our best to ensure that we deal with incoming calls in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Our response time guidelines are as follows:

Priority 1: 1 - 4 hours

Priority 2: 1 - 8 hours

Priority 3: 1 - 24 hours

Call Priorities

In an effort to assign our resources to incoming calls as effectively as possible, we have identified three types of call priorities, 1, 2 & 3. A Priority 1 call is deemed by our support staff to be an Urgent or High Priority call, Priority 2 is classified as a Medium Priority and Priority 3 is deemed to be a Low Priority. The criteria used to establish guidelines for these calls are as follows:

Priority 1 – High

- System Down (all users unable to use software)
- Incorrect calculation errors impacting a majority of records
- Program errors without workarounds
- Performance issues of severe nature impacting critical processes

Priority 2 - Medium

- Calculation errors impacting a minority of records
- Reports calculations issues
- System errors/issues that have workarounds
- Printer-related issues (related to interfaces with Harris software and not the printer itself)
- Performance issues not impacting critical processes
- Security issues
- Usability issues

Priority 3 - Low

- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with workarounds for large majority of accounts
- Questions on documentation

Call Process

All support issues or questions reported to Harris are tracked via a support call; Harris support analysts cannot provide assistance unless a support call is logged. The current process for logging calls is outlined below.

A support call must be placed through one of the following methods:

- ✓ IssueTrak at <http://support.edrterms.com/login.asp>
- ✓ Email to: TERMS_support@harriscomputer.com
- ✓ Phone to: 321.282.7032 option 1

Customer call must contain the following information: School District name, contact person, software product & version, module and/or menu selection, nature of issue, detailed description of the question or issue.

Harris IssueTrak or the Support Coordinator, for those Customers who email and/or telephone for support, will provide the Customer with a Call ID to track the issue and the Customer call will be logged into our support tracking database.

The Customer's call will be routed to the appropriate analyst for resolution.

As the Harris support analyst assigned to the call investigates the issue, the Customer will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution. If the Harris support analyst requires additional information, the Customer will be contacted by the assigned Harris support analyst to supply the information required.

All correspondence and actions associated with the Customer call will be tracked against the call in Harris' support database. At any time, the Customer may log onto IssueTrak to see the status of the call.

Once the Customer issue has been resolved, the Customer will receive an automated notification by email that the call has been closed. This email will contain the entire event history of the call from the time the call was created leading up to the resolution of the call. The Customer also has the option of viewing both open and closed calls on-line through IssueTrak.

Escalation Process

Our escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time you are not completely satisfied with the resolution of your issue, you are encouraged to escalate with the support department as follows:

- Level 1:** Contact the support representative working on your issue
- Level 2:** Contact the support supervisor or group lead
- Level 3:** Contact the director of support
- Level 4:** Contact the Vice President of Support for Harris School Financial Solutions
- Level 5:** Contact the Executive Vice President of Harris School Financial Solutions

Holiday Schedule

Please note that our US offices will be closed on designated days as outlined below. In instances where the Statutory Holiday falls on a weekend, Harris offices will be closed on either the preceding Friday or following Monday. Office closures will be posted on IssueTrak.

New Year's Day	Closed
President's Day	Closed
Memorial Day	Closed
Independence Day	Closed
Labor Day	Closed
Columbus Day	Closed
Thanksgiving Day	Closed
Day after Thanksgiving	Closed
Christmas Day	Closed
Day after Christmas Day	Closed

Billable Support Services

The services listed below are services that are out of scope of your support and maintenance agreement and are therefore considered billable services.

- Extended telephone training
- Forms/Reports redesign or creation
- Setup & changes to handheld interface or creation of new interface
- Setup of new services or changes to services
- File imports/exports
- Interfaces to other applications
- Setting up test areas, database refreshes, backups, restores
- Setup of new printers, printer setup changes (if available)
- Custom modifications (reports, forms, software customizations)
- Reversal of custom code
- Data conversions/global modification to setup table data
- Integrity issues due to database updates by non-Harris personnel
- Hardware & Operating System support
- Installations/re-installations (workstations, servers)
- "On Call" after hours support (scheduled assistance for installations, upgrades & other special projects, may include charges depending on the scope of work)

Connection Methods

To ensure we can effectively support our clients, we require that a communication link is established and maintained between our two sites. It is the client's responsibility to ensure the

connection is valid at your location so that we can connect to your site and resolve any issues. Our supported methods of connection are: Web Ex, VPN, Remote Desktop Connection.

Current Hourly Rates

The following are Harris' current hourly rates from July 1, 2024 to June 30, 2025.

- Emergency, Remote After-Hours Support \$442.00 Per Hour
- Emergency, On-site After-Hours Support \$1,075.00 Flat Fee Plus \$215.00 per Hour
- On-site Training and Consulting- Full Day \$1,775.00 Per Day Plus Travel
- On-site Training and Consulting- Half Day \$1,065.00 Per Day Plus Travel
- Online Training and Consulting \$240.00 Per Hour, 2 Hour Minimum
- Programming Charges \$240.00 Per Hour

Confidentiality

During the course of this Agreement, either party may have or may be provided access to the other's proprietary items or confidential information ("Confidential Information"). Except as may be otherwise required by law, each party agrees to maintain the confidentiality of the other's Confidential Information in accordance with this provision and any separate nondisclosure agreement that expressly references the disclosure(s) between the Customer and Harris. At a minimum, each party agrees that, except as otherwise required by law, it shall not make the other's Confidential Information available to any third party without the written consent of the other and that title and ownership of the Confidential Information provided by one party to the other shall remain the exclusive property of the party who has the right to possess the Confidential Information.