

## Application Hosting and Technology Support Services

Avenu Government Systems, LLC

Jefferson County, Florida

This agreement for application hosting and technology systems and services (“Agreement”) is entered into by and between **Avenu Government Systems, LLC**, with offices located at 5860 Trinity Parkway, Suite 120, Centreville, VA 20120 (“Avenu”) and **Jefferson County**, a government entity in the state of Florida, 1 Courthouse Circle, Monticello, FL 32344 (“Client”). Avenu and Client (each individually a “party” and collectively the “parties”) agree as follows:

- 1. SERVICES** Avenu will provide information technology hosting and support services for Client, including all necessary application software, personnel, materials, equipment, and tools (“Services”) as set forth in Schedule A (Statement of Work), which is attached to and incorporated in this Agreement. Additional information technology support services may be obtained by Client under an Amendment to this Agreement, in accordance with the provisions of Section 6 (Supplemental Services) of this Agreement.
- 2. TERM** This Agreement will replace the Software Support Agreement (SSA) effective on October 1, 2020. Upon go-live with the Avenu Virtual Platform as a Service (VPaaS), the SSA shall immediately terminate. The VPaaS Agreement is effective on **April 1, 2022** (“Effective Date”) and shall continue for a period of **36 months through March 31, 2025**, unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement (“Term”). Upon successful migration, the Client shall be credited the remaining months (if any) that were included in the SSA annual agreement.
- 3. PAYMENT** Client agrees to pay Avenu for the Services in accordance with the payment provisions set forth in Schedule A. Avenu shall submit a monthly invoice to Client for each payment due, and Client agrees to pay each invoice within thirty (30) calendar days after receipt of the invoice.
- 4. EXPENSES** Specific types of expenses that will be reimbursed by Client are listed in Schedule A. Avenu will bear sole responsibility for all other expenses incurred in connection with the delivery of the System and performance of the Services. Expenses will be listed in each invoice. Upon request, Avenu will provide receipts or other reasonable documentation.
- 5. TAXES** If Client is by law exempt from property taxes or sales and use taxes, those taxes will not be included in invoices submitted to the Client under this Agreement. Avenu may be considered a limited agent of the Client for the sole purpose of purchasing goods or services on behalf of the Client without payment of taxes from which Client is exempt. If Avenu is required to pay taxes by determination of a proper taxing authority having jurisdiction over the products or services provided under this Agreement, Client agrees to reimburse Avenu for payment of those taxes.
- 6. SUPPLEMENTAL SERVICES** Information technology support services that are not included in the Statement of Work set forth in Schedule A may be provided to Client by Avenu through an amendment to this Agreement. Avenu will assist Client to define, document, and quantify the additional services in a proposed amendment to this Agreement and modification of Schedule A (including all changes in scope and applicable payment terms) that will be prepared by Avenu and submitted to Client for review and

approval. Client will be responsible for timely approval of the proposed changes to Schedule A and execution of an Amendment to this Agreement.

7. **CONFIDENTIALITY** With respect to information relating to Client business that is confidential and clearly designated as or known by Avenu to be confidential or proprietary ("Client Confidential Information"), Avenu will instruct Avenu personnel to keep that information confidential by using the same degree of care and discretion that is used with similar Avenu information that Avenu regards as confidential. Avenu shall not be required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how or techniques developed by Avenu in the course of providing the Services.
8. **AVENU PROPRIETARY INFORMATION** Client agrees that Avenu methodologies, tools, ideas, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements, proprietary data and software programs, and any other information identified as proprietary or confidential by Avenu, which may be disclosed to the Client, are confidential and proprietary information ("Avenu Confidential Information"). With respect to Avenu Confidential Information, the Client shall keep that information confidential by using the same degree of care and discretion that it uses with similar Client information that Client regards as confidential, but in any event no less than a reasonable degree of care.
9. **CONFIDENTIALITY EXCLUSIONS** Neither party shall be required to keep confidential any information that: (a) is or becomes publicly available; (b) is already lawfully possessed by the disclosing party; (c) is independently developed by the disclosing party outside the scope of this Agreement and without any reliance on the confidential information of the other party; or (d) is rightfully obtained by the disclosing party from third parties.
10. **USE OF CONFIDENTIAL INFORMATION** Avenu and Client agree to use confidential information only for the purposes of this Agreement and on a strictly need-to-know basis, and shall not disclose confidential information to any third party, other than as set forth in this Agreement, or to the employees of the other party, Avenu subcontractors, or permitted consultants engaged by the Client without the other party's prior written consent.
11. **SYSTEM OWNERSHIP AND USE RIGHTS** The information technology and hosting provided by Avenu under this Agreement includes technical information, software programs for computers or other apparatus, designs, specifications, drawings, records, documentation, reports, materials, concepts, plans, inventions, data, discoveries or adaptations, creative works, trade names or trademarks, and works of authorship or other creative works (written, oral, or otherwise expressed) that are delivered to Client or developed, conceived, or acquired by Avenu, Avenu employees, or by the authorized agents or subcontractors of Avenu as a part of the Services, including derivative works (individually and collectively "Avenu Intellectual Property"). Avenu warrants that the Services do not and will not infringe or violate any right of any third party (including any intellectual property rights) or violate any applicable law, regulation, or ordinance.

Client understands and agrees that all Avenu Intellectual Property (including all software upgrades, modifications, and customizations) provided under this Agreement shall at all times remain the property of Avenu. The Services shall not be considered a "work for hire" under United States copyright laws or other intellectual property laws, and all rights, title, and interest in Avenu Intellectual Property shall vest solely in Avenu. Client warrants that use of the Services by Client and all Client data does not and will not infringe or violate any right of any third party (including any intellectual property rights) or violate any applicable law, regulation, or ordinance. The provisions of this Section shall survive termination of this Agreement.

**12. DATA BACKUP** Prior to Avenu providing the Services, Client shall prepare and safeguard back-up copies of all data that will be used in connection with the Services. Thereafter during the Term, Avenu will be responsible for making periodic back-up copies of Client data and storing those back-up copies at a secure location. Under no circumstances will Avenu be responsible for loss or damage to Client data. If Avenu is unable to recover any or all lost or corrupted data, the responsibility and liability of Avenu for the loss of Client data shall be limited to restoring the data to the last provided daily back-up. The parties understand and agree that under no circumstances will Avenu be liable for monetary damages or set-off for loss of Client data or software loss of any Client data. Except to the extent specifically provided in this Section as part of the Services, Client will be responsible for the integrity and content of Client-provided data for use in connection with the Services.

Avenu exercises no control over, and accepts no responsibility for, the content of the information passing through Avenu host computers, servers, network hubs and points of presence, or the Internet. As a convenience for Client, Avenu shall perform regular daily backup of all Client data. Avenu shall use reasonable efforts to recover any lost or corrupted data resulting from Avenu's negligence. If Avenu is unable to recover such lost or corrupted data, Avenu's responsibility and liability for the loss of Client data shall be limited to restoring the data to the last required daily back up. Further, Avenu and its suppliers are not liable for any temporary delay, outages or interruptions of the Services.

**13. OWNERSHIP, USE, AND RETURN OF CLIENT DATA** All information, records, documents, files, data, and other items relating to the business of Client (including data created or acquired by use of the Services), whether prepared by Client or Avenu or otherwise coming into the possession of Avenu in connection with performing the Services or otherwise during the term of this Agreement shall remain the exclusive property of Client. Client may duplicate on electronic media the data entered into the System. Client retains ownership of all data created by the use of the System. Any requirement for data conversion shall be included in the Services set forth in Schedule A. Archival tapes containing any Client data will be used by Avenu solely for back-up purposes. Any conversion of data for porting to other applications is not included in the Services under this Agreement.

**14. LIMITED LICENSE AND SOFTWARE WARRANTY** Avenu grants Client a limited, non-exclusive, non-transferable, revocable license throughout the Term to perform, display, transmit, participate in the transfer of Client data, and otherwise use the Avenu applications provided as part of the Services solely for the internal operations of Client, and only during the Term of the Agreement. Client shall have no residual rights to the Avenu applications beyond the Term of this Agreement. Client grants Avenu the right to maintain administrative access to the Client data during the Term for purposes of performing this Agreement. Avenu represents and warrants that Avenu possesses all rights necessary to effectuate the license set forth in this Section.

The license granted under this Section does not include the right to grant sublicenses for the Avenu applications to any third party, including other persons, agencies, or other governmental entities that are not parties to this Agreement unless specifically set forth in Schedule A. Client and its employees and agents will not cause or permit reverse engineering of all or any portion of the Avenu applications; will not distribute, disclose, loan, market, rent, lease, or otherwise transfer to any third party any portion of the Avenu applications without prior written authorization by Avenu; and will not export any Avenu software applications in violation of federal export laws or regulations. The provisions of this Section shall survive termination of this Agreement.

**15. THIRD PARTY HARDWARE AND SOFTWARE** Any hardware and third-party software components provided by Avenu as part of the Services are listed in Schedule A. Rights to commercial off-the-shelf software or any other hardware or software provided by third-party software vendors are subject to the provisions of the software licenses provided by those third-party software vendors, and

Client understands and agrees that acceptance and use of this hardware and third-party software shall be deemed acceptance of the terms and conditions of the licenses. Client further agrees to use the third party software in accordance with the terms of those licenses. For "shrink wrap" or "click-wrap" software, Client authorizes Avenu to accept the terms of each license on behalf of the Client when the software is installed.

To the maximum extent allowable by each of the third-party commercial hardware and software vendors, Client shall be entitled to all standard manufacturers warranties, guarantees, or exchange policies for defective items, which are offered by the third-party hardware and commercial off-the-shelf software manufacturers and vendors for items furnished under this Agreement. Avenu explicitly disclaims all warranties of merchantability and fitness for a particular purpose. Avenu makes no other express or implied warranties whatsoever with regard to any items or components of third-party hardware or commercial off-the-shelf software.

**16. INSURANCE AND RISK OF LOSS** If Avenu performs any of the Services on Client premises, Avenu agrees to maintain standard insurance coverage in accordance with its corporate policy. Upon request, Avenu will provide evidence of coverage on a standard ACORD form certificate of insurance. As of the Effective Date, each party will be responsible for risk of loss of, and damage to, any equipment, software, or other materials in its possession or under its control.

**17. WARRANTIES** Avenu warrants that all services will be provided in a good and workmanlike manner and in accordance with generally applicable industry standards. Avenu does not warrant uninterrupted or error-free operation of hosting service.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AVENU DOES NOT MAKE AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

**18. INDEMNIFICATION** Avenu will indemnify and hold harmless the Client and all of its officers, agents, and employees from and against:

- (a) Any third party claim brought against Client relating to the death or bodily injury, or the damage, loss or destruction of real or tangible personal property, to the extent caused by the tortious acts or omissions of Avenu, its employees, contractors, or agents in connection with the performance of the Services. Avenu will have a right of contribution from Client with respect to any claim to the extent Client is responsible for contributing to the alleged injury.
- (b) Any third party claim brought against Client relating to the willful or fraudulent misconduct of Avenu, its employees, contractors, or agents in connection with the performance of the Services;
- (c) Any third party claim brought against Client relating to an actual infringement of any United States patent, copyright, or any actual trade secret disclosure, by Avenu, its employees, subcontractors, or agents in connection with the performance of the Services.

**19. LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY ANTICIPATORY OR LOST PROFIT, LOST REVENUE, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND (COLLECTIVELY "NON-DIRECT DAMAGES") RESULTING FROM PERFORMANCE OR

NON-PERFORMANCE OF ANY OBLIGATIONS OF THAT PARTY UNDER THIS AGREEMENT EVEN IF THOSE NON-DIRECT DAMAGES ARE ATTRIBUTED TO BREACH OF THIS AGREEMENT, TORT, NEGLIGENCE, OR OTHER CAUSE; OR EVEN IF UNDER APPLICABLE LAW THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF NON-DIRECT DAMAGES. AVENU SHALL NOT BE LIABLE FOR ANY FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS FROM THE SYSTEM OR SERVICES PROVIDED UNDER THIS AGREEMENT. CLIENT ACKNOWLEDGES THAT AVENU HAS SET ITS PRICING AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTY AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THESE LIMITATIONS AND DISCLAIMERS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH PARTY'S TOTAL CUMULATIVE, AGGREGATE LIABILITY TO THE OTHER FOR ANY AND ALL ACTIONS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED AN AMOUNT EQUAL TO THE U.S. DOLLAR EQUIVALENT OF THE TOTAL AMOUNT OF SERVICES PURCHASED BY THE CLIENT PURSUANT TO THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE EITHER PARTY IS NOTIFIED BY THE OTHER OF ANY CLAIM. THIS LIMITATION WILL NOT APPLY TO ANY FEES OR CHARGES PAYABLE BY CLIENT UNDER THIS AGREEMENT.

20. **RELATIONSHIP OF THE PARTIES** This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. Avenu and Client are independent parties, and neither party shall act as an agent for or partner of the other for any purpose except for the limited purposes specifically provided in this Agreement. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. Avenu shall not be restricted from performing services for others and shall not be bound to Client except as provided under this Agreement.
21. **TERMINATION FOR BREACH OR DEFAULT BY AVENU** If Avenu materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Client may terminate this Agreement. Termination by Client shall be effective upon delivery of final payment to Avenu of all sums due under this Agreement to the effective date of the termination. Client agrees to discontinue use of all hardware, software, and other Avenu-owned materials no later than the effective date of termination and return the hardware, software, and other Avenu-owned materials to Avenu within thirty (30) calendar days after termination.
22. **TERMINATION FOR BREACH OR DEFAULT BY CLIENT** If Client materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Avenu may terminate this Agreement for breach. Termination by Avenu shall be effective upon written notice to Client. Client agrees to discontinue use of all hardware, software, and other Avenu-owned materials no later than the effective date of termination and return the hardware, software, and other Avenu-owned materials to Avenu within thirty (30) calendar days after termination.
23. **TERMINATION FOR LOSS OF FUNDING** This Agreement is subject to termination for convenience upon not less than thirty (30) days written notice to Avenu if Client has failed to receive funds for the continued procurement of the Products or Services after every reasonable effort has been made by Client to secure the necessary funding and if no substitute arrangement is made by Client to obtain the same or similar System or Services from another source.

**24. EFFECT OF TERMINATION ON OBLIGATIONS AND LIABILITIES** Termination of this Agreement for any reason will not affect any liabilities or obligations of either party arising before termination or out of events causing termination, or any damages or other remedies to which a party may be entitled under this Agreement, at law or in equity, arising from any breach or default.

**25. NOTICES TO PARTIES** Unless otherwise specified in this Agreement, all notices, requests, or consents required to be given in writing under this Agreement shall be hand delivered, delivered by overnight delivery service, or mailed (certified mail, postage prepaid), to the party indicated below (with a delivery receipt requested), unless that party notifies the other, in writing, of a change in the address or contact information:

To Avenu:

**Avenu Government Systems, LLC**  
5860 Trinity Parkway, Suite 120  
Centreville, VA 20120

Attention: Contracts Department

To Client:

**Jefferson County**  
1 Courthouse Circle  
Monticello, FL 32344

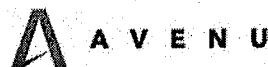
Attention: Tyler McNeill

**26. FORCE MAJEURE** Neither party shall be responsible for delays or failures in performance as a result of limitations or problems inherent in the use of the Internet and electronic communications; force majeure events, including but not limited to Acts of God, fire, flood, earthquake, weather, climate change, elements of nature, war, terrorism, civil disturbance, labor disruptions or strikes, quarantines, embargoes, or other governmental action, or cause beyond the reasonable control of a party ("Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the party that has experienced a delay or failure of performance caused by the Force Majeure Event will be excused from further performance or observance of the affected obligation(s) for as long as the extenuating circumstances prevail and that party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. The party that experienced a delay or failure of performance caused by the Force Majeure Event will immediately notify the other party and describe in reasonable detail the circumstances causing the delay or failure of performance. The provisions of this Section shall survive termination of this Agreement.

**27. HEADINGS** The HEADINGS used in this Agreement are merely for reference. The HEADINGS have no independent legal meaning and impose no obligations or conditions on the parties.

**28. DISPUTE RESOLUTION** It is the intent of the parties that any disputes arising under this Agreement be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the relevant issues. The parties understand and agree that the procedures outlined in this Section are not intended to supplant the routine handling of inquiries and complaints through informal contact of the parties. Accordingly, for purposes of the procedures set forth in this Section, a "dispute" is a disagreement that the parties have been unable to resolve by the normal and routine channels ordinarily used for resolving problems. Pending the final disposition of a dispute other than a dispute arising out of the termination of this Agreement by either party, the parties shall, at all times, proceed diligently with the performance of this Agreement. Before either party seeks any remedies available at law, the parties shall sequentially follow the procedures set forth below:

- (a) The complaining party will notify the other party in writing of the reasons for the dispute, and the parties will work together to resolve the matter as expeditiously as possible. A formal written response will not be required, but the responding party may put its position in writing in order to clarify the issues or suggest possible solutions.
  - (b) If the dispute remains unresolved fifteen (15) calendar days after the delivery of the complaining party's written notice, a senior representative of Avenu and the Client (or a representative of Client who has authority to act to resolve the dispute) shall meet or participate in a telephone conference call within ten (10) business days of a request for the meeting or conference call by either party to resolve the dispute.
  - (c) If the parties are unable to reach a resolution of the dispute after following these procedures, or if either party fails to participate when requested, then the parties may pursue any remedies available under this Agreement.
- 29. SEVERABILITY** If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intent of the parties.
- 30. ASSIGNMENT AND SUBCONTRACTING** This Agreement shall be binding on the parties and each party's successors and assigns. Avenu may assign or otherwise transfer this Agreement and any rights, duties, or obligations under this Agreement to a corporate parent, subsidiary, or affiliate of Avenu. Any other attempt to make an assignment without prior written consent of the Client shall be void. Avenu may provide for the delivery of all or part of the Services through the use of subcontractors. Avenu shall notify Client of work being performed by any subcontractor that performs work on the premises of Client and shall ensure that the insurance requirements that apply to Avenu under this Agreement apply to and are complied with by each subcontractor
- 31. INJUNCTIVE RELIEF** The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to proprietary and confidential information; the unauthorized use of any trademark, copyright, or other intellectual property of Avenu; or solicitation of Avenu employees or business customers may not be adequate for protection of Avenu, and accordingly Avenu shall have the right to seek injunctive relief to enforce the provisions of this Agreement, in addition to any other relief and remedies available.
- 32. WAIVER OR FOREBEARANCE** Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of that party's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement shall be waived and no breach by either party shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. Waiver in any instance of any right or remedy shall not constitute waiver of any other right or remedy under this Agreement. Consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall not constitute consent to modification or reduction of the other obligations or forbearance of any other breach.



- 33. **CUMULATIVE REMEDIES** All remedies available to either party for breach of this Agreement by the other party are and shall be deemed cumulative and may be exercised separately or concurrently. The exercise of a remedy shall not be an election of that remedy to the exclusion of other remedies available at law or in equity. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any other relief to which that party may be entitled.
- 34. **GOVERNING LAW** This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the state Virginia without reference to the principles of conflict of laws.
- 35. **ENTIRE AGREEMENT** The contents of this Agreement (including the Statement of Work and any other schedules or attachments to this Agreement that are referred to and incorporated in this Agreement by reference) constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement shall not be changed or modified except by written agreement signed by both parties.

IN WITNESS WHEREOF, the undersigned authorized representatives of Avenu and the Client have executed this Agreement.

Avenu Government Systems, LLC

Jefferson County

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

By: 

Name: \_\_\_\_\_

Name: Kirk Reams

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

Title: Clerk / Comptroller

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

Date: 3/14/22



## **SCHEDULE A**

### **STATEMENT OF WORK**

This Statement of Work is incorporated in the Agreement for Application Hosting and Technology Support Services ("Agreement") by and between **Avenu Government Systems, LLC** ("Avenu") and **Jefferson County** ("Client").

#### **A. SCOPE OF SERVICES**

##### **1. Application Software**

The Avenu applications listed below ("Applications") are licensed for use by Client and hosted by Avenu under this Agreement. Client currently uses these applications and agrees they contain the functionality needed to run their business operations. Avenu will provide Client with access to the following PACE financial application system modules during the Term of the Agreement:

- **PACE Finance**
- **PACE Payroll**
- **PACE – Fixed Assets**
- **PACE – Online Remote Support (DASH)**
- **PACE – RI Cash Receipt**

##### **2. Services Provided by Avenu**

- Avenu software subject matter experts and network services staff will be available daily from 8:30 am to 5:30 pm (EST), Monday through Friday (other than Avenu holidays) via toll free 800 support number. Call-back time from Avenu support will average at or under one (1) hour.
- The Applications will be available for users identified by the Client. Access to these applications will be provided via remote connectivity to an Avenu data center facility where all programs and data will be stored and hosted.
- All access to the Services will be controlled by user names and passwords issued by Avenu to Client from time to time upon request by Client. Each user name and password will be unique to each user authorized by Client to access the Services.
- Client is solely responsible for the security of user names and passwords issued to Client users. Any access to the Services using Avenu-provided user names and passwords will be deemed access by Client.
- All standard software upgrades will be provided to Client at no additional charge during the Term of the Agreement. Upgrades are implemented at the sole discretion of Avenu in accordance with the Avenu standard general release schedule for upgrades.

- Avenu will manage and coordinate all software upgrades and file conversions (if necessary) for any Avenu directed base application enhancements or upgrades.
- Software will be modified for functional requirements required by State & Federal law or regulation that must be handled by or within the Applications (for example W2 & 1099 processing for Payroll and Accounts Payable). The Avenu Account Manager will review required changes with Client to understand the nature of the requirement and determine proper handling within or exterior to the Applications. Required modifications will be provided by Avenu as long as the modifications can reasonably be integrated into the base system architecture, as determined by Avenu. If Avenu determines that the required modifications would cause or require major changes to either the data structure or the systems base process flow architecture, Avenu will inform the Client of options, which may include additional cost in addition to the fees for Services set forth in this Agreement.
- If "custom" modifications are requested by Client (items unique to the Client environment but not required by State or Federal law or regulation), Avenu will work with Client to develop detailed specifications and a cost proposal (at then current Avenu hourly rates) and schedule to complete the work. Avenu will present a quote to the Client for approval before proceeding with any work. These changes will be handled as supplemental services under Section 6 of the Agreement.
- In certain circumstances or to provide specific functionality, Avenu may utilize third party application software in conjunction with Avenu software. In these instances, Avenu will inform the Client and will secure all necessary third party software licenses required to ensure proper and legal use by Client during the Term in accordance with the Agreement. Unless otherwise specifically set forth in this Agreement, Client understands and agrees that Avenu will have no responsibility for the correctness, performance, or underlying program code relating to third party software used in connection with the Services. The Avenu Account Manager will act as a liaison to the appropriate third party vendor if problems or concerns arise.
- Avenu will assist with the installation of client-access software on the number of computers equal to the number of users the Client is licensing under this Agreement. The client-access software will allow Client access to the Applications. Travel and related expenses for this initial Client-site visit are included as part of this Agreement. If additional site-visits are requested by Client for any reason, Client agrees to enter into an amendment to this Agreement to describe the additional services to be provided and provide for compensation for Services and travel time, as well as reimbursement for travel and living expenses. Services will be billable at the then current Avenu labor rate.
- Avenu will monitor the Avenu Wide Area Network communications environment and continuous operations, as well as Avenu remote data center operations and security.
- The removal of spyware, adware, data mining, and other infections are outside the scope of the Services and may incur standard time/material support charges. Client will not incur any additional charges without prior written approval.

### **3. Hosting**

- Client understands that all Applications will be hosted on Avenu-owned remote data center computers.

- Avenu will maintain a remote secure data center where appropriate computer processing and wide-area network capabilities are located and Applications are hosted.
- Response times experienced by authorized Client users will be maintained at reasonable levels. Response time will be monitored and tuned by Avenu data center operations staff on Avenu controlled network links, as needed. Avenu is not responsible for network performance on network segments outside of Avenu control.
- All equipment located in Avenu off-site data center locations and communication equipment needed to connect the Client local area network to the Avenu data center will be properly maintained by Avenu. Any maintenance or equipment upgrade required to provide the Services will be the responsibility of Avenu.

#### **4. Client-Provided Equipment**

- Any required hardware, communication infrastructure, and related software will be the responsibility of the Client.
- Client will be responsible for maintaining or renewing any hardware maintenance agreements for Client-provided equipment.
- The parties understand and agree that the Avenu Services will integrate and connect to Client equipment and network backbone as a part of Client's internal infrastructure.
- During the Term, any upgrades, changes, or additions to Client-provided equipment or network environment that affects the Services, including connectivity with Avenu equipment or communication infrastructure, must be reviewed and approved in advance by Avenu. Any approved upgrades will be at the sole expense of Client unless otherwise agreed under an amendment to this Agreement. If Client changes inhibit the ability of Avenu to provide the Services, Avenu will work with the Client on a best effort basis to resolve the underlying technical issues. However, if the issues cannot be satisfactorily resolved, the Client will be responsible to restore the environment to the previous state where the Services can be performed.
- Any expenses for maintenance, replacement, or repair, of Client owned equipment or software will be at expense of Client.

#### **5. Client Data**

- Upon request of Client or upon termination or expiration of this Agreement for any reason, Avenu will promptly return to Client, in the format and on the media in use as of the date of the request (or the date of termination or expiration) all or any requested portion of the Client data.
- Conversion of data for porting to other applications is not provided under this Agreement.
- Avenu shall be authorized to view and use all reports, data, or other material prepared by it for the Client under this Agreement, but shall not disclose, nor permit disclosure of, any information designated by Client as confidential, except to authorized recipients as specifically designated in writing by Client.

## **6. Other Client Responsibilities**

- Client will identify a Client Contract Administrator who will be the main contact for the Avenu Account Manager for all service delivery issues. The Client Contract Administrator will have full authority for identifying Client users and modifications related to Client financial systems.
- Client will identify Client personnel in each department who will be key contacts for the Avenu support team with regard to the Applications and functions related to the Services.
- Client is responsible for and controls all security on its internal Local Area Networks, central computing, and desktop computing environments.
- Client is responsible for all support services (technical and user) on its owned or provided equipment and related software, as well as internal LAN, other WAN connections outside of Avenu WAN, central computing, and desktop computing environments.
- Client will provide and is responsible for the internal infrastructure necessary to allow Avenu to establish secure electronic communications and access to and from the Avenu remote data center.
- Client is responsible for all Client-provided equipment set-up and integration into the Client desktop and network environment.

## **B. SCOPE OF SERVICES – MIGRATION TO VPaaS**

### **1. Application Software**

- a. Avenu will migrate the Client's on premises IBM AS400 to the Avenu Virtual Platform as a Service. Avenu will work with the Client to setup direct communications links with the Avenu Data Center. If needed, Client's data will be upgraded to the most current IBM AS400 operating system while migrating to the Avenu Data Center.

### **2. Services Provided by Avenu**

- a. Establish a Site to Site Virtual Private Network tunnel between the Client local area network edge device and the edge devices in the Avenu Data Center.
  - i. If the Client equipment is not capable of supporting the VPN tunnel, Avenu will make a recommendation on the equipment needed to establish the connection.
- b. Utilizing Avenu's managed service provider, Abacus LLC, Avenu will migrate Client data to the Avenu Data Center with a full system backup, SAVE21 command.
  - i. If needed, upgrade the operating system to the most current, supported IBM AS400 operating system.
- c. Establish a Test environment in the Avenu Data Center to validate functionally of the Client's applications and data.
- d. Once tested, Avenu and the Client conduct a system cut over when acceptable to the Client's schedule.

**3. Out of Scope items**

- a. Setup and installation of circuits at Client location.

**4. Dependencies**

**5. Client Responsibilities**

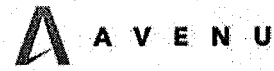
- a. Provide internal IT resources to assist Avenu with the Client site setup and migration.
- b. Provide full system backups as needed to facilitate the migration.

**6. Project Management**

- a. Project Initiation
  - i. Kick off meeting
  - ii. Discovery
  - iii. Scope of work validation
- b. Project Execution
  - i. Project start
  - ii. Network Setup
  - iii. Data Migration
    - 1. Upgrade if needed.
  - iv. Data validation
  - v. Go Live
- c. Project Termination
  - i. Project Acceptance
  - ii. Project Closure

**7. Risk Assessment**

- a. Establish key dates for AS400 process to assist in determining proper cut over date.



**C. PAYMENT AND RATES**

**1. Base Monthly Fee and Payment Schedule**

Client shall pay Avenu the base monthly fee set forth below:

	Monthly Amount	# of Months	Annual Amount
April 1, 2022 – March 31, 2023	\$2,392	12	\$28,704
April 1, 2023 – March 31, 2024	\$2,463	12	\$29,556
April 1, 2024 – March 31, 2025	\$2,537	12	\$30,444

**2. Invoices and Payment**

Services will be invoiced in advance for the following monthly cycle, and payments are due on a net 30-day basis. Invoices shall be submitted to:

**Jefferson County**  
 1 Courthouse Circle  
 Monticello, FL 32344  
 Attention: Tyler McNeill

- Each invoice will also separately state all additional applicable charges, reimbursable expenses, and taxes payable, if any.
- All periodic charges for any partial month under this Agreement shall be prorated.
- Any sum or credit due either party under this Agreement that is not paid or granted on the date due will thereafter bear interest until paid or applied, as the case may be, at an annual rate of interest of nine percent (9%); however, no interest will accrue during any billing dispute between the parties.
- Additional Avenu Services:

Additional requested services provided to Client by Avenu, that are beyond the immediate scope of this Agreement, or are in addition to or supplemental to the scope of this Agreement, will be provided at the rate of \$175 per hour during the Term. Avenu will always obtain prior approval from Client on the nature of the services, personnel assigned and estimated time and expenses to be incurred. All such services will be performed in accordance with a fully executed Amendment or Supplemental Service Agreement.