

SUPPORT AND MAINTENANCE AGREEMENT

THIS AGREEMENT made as of the .

BETWEEN: DataVoice, International A N. HARRIS COMPUTER CORPORATION

COMPANY

(“DataVoice”)

- and –

Town of Apex

(“Organization”)

RECITALS

1. DataVoice owns the Software which has been licensed to Organization pursuant to a Software License Agreement;
2. The Organization wishes to receive support and maintenance services related to the Software;
3. DataVoice shall provide the support and maintenance services related to the Software;
4. The Organization and DataVoice previously entered into agreements for software services and Licenses;

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”) or the Software Master Services Agreement.
2. This Support and Maintenance Agreement is the statement of the support and maintenance agreement between DataVoice and Organization, including all revisions, updates and enhancements made by DataVoice to the Software and related materials under this Agreement, the Software License Agreement and the Software Master Services Agreement.
3. DataVoice 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 Schedule B hereto and which are in effect as of the dates in Schedule A. Such services can be modified or supplemented from time to time by mutual agreement of the parties. To enable DataVoice to provide effective support, the Organization will establish auto remote access procedures compatible with DataVoice's then current practices which may be revised by mutual agreement.

4. This Support and Maintenance Agreement becomes effective based on the dates in Schedule A
5. In consideration for the support services specified in Schedule B, Organization shall pay the "Support and Maintenance Fee" as detailed in Schedule A. The Support and Maintenance Fee will be billed annually in advance beginning on the dates in Schedule A and thereafter on the anniversary of those dates or on an alternative date mutually agreed to by both parties. 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 DataVoice issue a prorated invoice for the portion of the year remaining during the initial term.
6. In addition to the Support and Maintenance Fee, Organization shall reimburse DataVoice for its direct expenses in providing support services ("Billable Fees") pursuant to this Support and Maintenance Agreement which are included in future quotes. The maintenance for the new items outlined in the future quotes will be added to this agreement total amount at the rates agreed upon in this agreement.
7. DataVoice shall supply all Upgrades to Organization at no additional charge other than the payment of the Support and Maintenance Fees outlined in Schedule A. Upgrades may require additional services to be performed by DataVoice outside of the scope of those services provided by DataVoice as described herein, including additional training not covered by existing agreements. All such additional services will be subject to the DataVoice's then-prevailing policies, terms and Billable Fees related to pricing and hourly rates.
8. All Updates of the Software and all those services listed in Schedule B 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.
9. All payments hereunder shall be in U.S. dollars and shall be net of any taxes, tariffs or other governmental charges. DataVoice shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax DataVoice may be required to collect or pay upon the sale, use or delivery of the support and maintenance services described in this Support and Maintenance Agreement shall be paid by Organization and such sums shall be due and payable to DataVoice upon receipt of an undisputed invoice. Any taxes levied in relation to the services required for a Release shall be paid by Organization. For the sake of clarity, all of the fees listed in this Support and Maintenance Agreement are not inclusive of any applicable taxes: the Organization shall be responsible for the payment of any applicable duties and sales/consumption taxes. DataVoice will supply all software in an intangible format (via FTP, download, etc. and not

in a tangible physical format such as disc, tapes, etc).

10. The initial term of this Support and Maintenance Agreement shall be for one year beginning on the dates outlined in Schedule A or as the initial term has been modified pursuant to Section 5. Thereafter, this Support and Maintenance Agreement may be renewed in a writing signed by both parties. Upon renewal, organization shall pay the then prevailing Support and Maintenance Fee in advance for each term of the Support and Maintenance Agreement and the Organization is obliged to pay the Support and Maintenance Fee for the then applicable term. The termination of this Support and Maintenance Agreement by Organization shall not affect the License or the Software License Agreement. DataVoice 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.
11. Title to and ownership of all proprietary rights in the Releases and all related proprietary information supplied by DataVoice in providing the services pursuant to this Support and Maintenance Agreement shall at all times remain with DataVoice, and Organization shall acquire no proprietary rights by virtue of this Support and Maintenance Agreement.
12. DataVoice 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.
13. Unless otherwise agreed to by the parties, all notices required hereunder shall be made in accordance with the provisions of the License Agreement.
14. 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.
15. 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.
16. The particular provisions of this Support and Maintenance Agreement shall be deemed confidential in nature and neither Organization nor DataVoice shall divulge any of its provisions as set forth herein to any third party except as may be required by law.
17. 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 DataVoice recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of DataVoice arising from this Support and Maintenance Agreement. The parties agree that in all such circumstances the Organization's remedies and DataVoice'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 DATAVOICE OR OTHERWISE IN CONNECTION WITH THIS SUPPORT AND MAINTENANCE AGREEMENT, INCLUDING A BREACH OR DEFAULT ENTITLING THE ORGANIZATION TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS SUPPORT AND MAINTENANCE AGREEMENT, 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 PAYMENT BY DATAVOICE OF THE ORGANIZATION'S DIRECT DAMAGES TO A MAXIMUM AMOUNT EQUAL TO, AND DATAVOICE SHALL IN NO EVENT BE LIABLE IN EXCESS OF, THE AMOUNT OF ONE (1) TIMES FEES ACTUALLY PAID BY THE ORGANIZATION TO DATAVOICE UNDER THIS

SUPPORT AND MAINTENANCE AGREEMENT DURING THE THENCURRENT TERM (NOT TO EXCEED 12 MONTHS) OF THE SUPPORT AND MAINTENANCE AGREEMENT UP TO AND INCLUDING THE DATE OF TERMINATION.

d. IN NO EVENT SHALL ANY DAMAGES INCLUDE, NOR SHALL DATAVOICE BE LIABLE FOR, ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES EVEN IF DATAVOICE HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DATAVOICE 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.

e. CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY THE ORGANIZATION IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

f. Mediation. The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement

to non-binding mediation. The mediation is to be conducted by either an individual

mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys fees incurred by either party), is to be shared by the parties equally.

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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 DataVoice arising out of or in connection with this Support and Maintenance Agreement, notwithstanding any remedy otherwise available at law or in equity.
19. This Support and Maintenance Agreement shall be governed by the laws of the state of North Carolina , without reference to the conflict of laws provisions thereof.
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.
24. Datavoice shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Datavoice shall require all of Datavoice's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).
25. Datavoice warrants and agrees that no labor supplied by Datavoice or Datavoice's subcontractors in the performance of this Agreement shall be obtained by means of

deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

26. Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Datavoice hereby warrants and agrees that Datavoice will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement “protected class” includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.
27. Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the Organization are from appropriations and monies from the Town of Apex Town Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the Organization to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the Organization.

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

X _____

[empty member name] , Vice President, DataVoice

Email: kelly@datavoiceint.com

Timestamp: [empty signing timestamp]

Town of Apex

X _____

Randal E. Vosburg, Town Manager

Email: [empty member email]

Timestamp: [empty signing timestamp]

**This instrument has been preaudited in the manner
required by the Local Government Budget and
Fiscal Control Act.**

X _____

[empty member name] , Finance Director

Email: jon.griffin@apexnc.org

Timestamp: [empty signing timestamp]



Clarity during crisis.

Item No	Description	Quantity	2026	Estimated 2027	Estimated 2028
MAINT - IMS	OMS Daily Backup System	1.00	\$3,306.19	\$3,504.56	\$3,714.84
HOSTED	OMS Daily Backup System Hosting fee	1.00	\$7,934.86	\$8,410.95	\$8,915.61
SAAS	Power Pal App - Account Manager & Outage Mobile App	1.00	\$2,855.07	\$3,026.37	\$3,207.96
MAINT - PROP	IVR Installment Software License and Support Fee	1.00	\$21,738.48	\$23,042.79	\$24,425.36
MAINT - PROP	OMS Installment Software License and Support Fee	1.00	\$46,663.21	\$49,463.00	\$52,430.78
SAAS	Customer Facing WAPP - Electric	1.00	\$3,854.34	\$4,085.60	\$4,330.74
SAAS	Customer Facing WAPP - Water	1.00	\$1,284.78	\$1,361.87	\$1,443.58
SAAS	Power Pal App - Water	1.00	\$1,284.78	\$1,361.87	\$1,443.58
HOSTED	IMS System Hosting Fee	1.00	\$4,282.60	\$4,539.56	\$4,811.93
MAINT - IMS	AMI Integration with Sensus through IPKeys WO:74940	1.00	\$2,452.98	\$2,600.16	\$2,756.17
MAINT - IVR	IVR - Notification Hotline option	1.00	\$1,282.60	\$1,359.56	\$1,441.13
HOSTED	Hosted VPN for WorkPal	1.00	\$3,148.20	\$3,337.09	\$3,537.32
MAINT - PROP	Electric Outage Replay	1.00	\$3,306.20	\$3,504.57	\$3,714.85
MAINT - PROP	WorkPal Upgrade	1.00	\$6,861.91	\$7,273.62	\$7,710.04
MAINT - PROP	WorkPal Enterprise User fee for up to 20 Users	1.00	\$3,498.00	\$3,707.88	\$3,930.35
MAINT - PROP	Amazon Polly Text To Speech Fee	1.00	\$3,262.93	\$3,458.71	\$3,666.23
MAINT - IMS	Text Power Integration for Electric Reporting	1.00	\$802.19	\$850.32	\$901.34
MAINT - IMS	Text Message Outage Reporting Water	1.00	\$756.79	\$802.20	\$850.33
SAAS	SmartCE Usage Data - PowerPal Usage	1.00	\$314.47	\$333.34	\$353.34
MAINT - PROP	Twilio License fee	1.00	\$93.46	\$99.07	\$105.01
			\$118,984.04	\$126,123.08	\$133,690.47
Monthly Invoices Converted to Yearly after 2027					
MAINT - IMS	Milsoft Integration OMS WO 74400	1.00	\$1,101.97	\$550.99	\$1,234.21
MAINT - IVR	Milsoft Integration IVR WO 74400	1.00	\$1,857.61	\$928.81	\$2,080.52
MAINT - IMS	Milsoft Integration Work Order: 75195	1.00	\$2,046.38	\$1,023.19	\$2,291.95
MAINT - IMS	BASIC CITYWORKS INTEGRATION Work Order:405	1.00	\$2,649.00	\$1,545.25	\$2,966.88
SAAS	Customer Facing App Street Lights Work Order:405	1.00	\$1,160.00	\$676.67	\$1,299.20
SAAS	MULTIPLE SERVICES STREET LIGHTS Work Order:405	1.00	\$1,942.50	\$1,133.13	\$2,175.60
			\$10,757.46	\$5,858.04	\$12,048.36
			Paid in 2026	Prorated for 2027	Total for 2028 forward
			\$129,741.50	\$131,981.12	\$145,738.82
			3 Year Total (Estimated)		\$407,461.44

Schedule B

Standard Support and Maintenance Services – Standard Guidelines

The purpose of this Exhibit 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.

DataVoice reserves the right to make modifications to this document as required; provided, however, DataVoice 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.

- 888-328-2864 Toll Free Telephone support
 - Guaranteed Support on your existing applications for duration of maintenance support.
 - Cost effective upgrade solutions x Scheduled assistance for installations, upgrades & other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting & issue resolution x E-mail and Portal support tickets logging and notification x Free access 24 x 7 with the following on-line benefits:
 - Log & close tickets
 - View & update tickets
 - Update contact information
 - Access published documentation
 - Access available downloads
 - Access Support knowledge base x Standard software releases and updates
 - Defect corrections (as warranted)
 - Planned enhancements
 - Release notes
- Limited training questions (15 minute guideline)
- Customer Care Program
- Newsletter with support tips
- Technical support bulletins
- Communication on new products and services

- On-site visits (as requested)
- Design review for potential enhancements or custom modifications
- Outstanding tickets Report with conference call (as required)
- Ability to attend the annual customer conference (attendance fees apply)

Support Hours

DataVoice provided 24/7 Support, 365 days per year. Our office hours are from 8:00 a.m. CST to 5:00 p.m. CST, Monday to Friday, excluding designated U.S. holidays. After hours support is available via return phone call by a designated DataVoice Employee.

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:

Urgent: 1 - 4 hours

High: 1 - 8 hours

Normal: 1-3 business days

Low: 3+ business days

Support Priorities

In an effort to assign our resources to incoming calls as effectively as possible, we have identified four types of support priorities, Urgent, High, Normal and Low. The criteria used to establish guidelines for these tickets are as follows:

Urgent

- System Down (Software Application, Hardware, Operating System, Database)
- Program errors without workarounds X Immediate security threat

High

- Performance issues impacting critical processes

- Utility customer facing issues
- Outage reporting and payment disruptions

Normal

- System errors that have workarounds
- Performance issues not impacting critical processes
- Usability issues
- Training questions, how to, or implementing new processes X Minor configuration changes

Low

- Recommendations for enhancements on system changes X Questions on documentation

Support Process

All issues or questions reported to support are tracked via a support ticket; our support analysts cannot provide assistance unless a support ticket is created. Our current process for logging calls includes the following: email, and phone.

- Your email will prompt our ticketing system to create a ticket for you. This email must contain at a minimum: your organization name, contact person, phone number, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other information you believe pertinent.
- Your voicemail message needs to contain at a minimum: your organization name, contact person, phone number, nature of issue, detailed description of your question or issue and any other information you believe pertinent. A ticket will be setup and ticket information will be automatically sent back to your email.
- As the support representative assigned to your ticket investigates your issue, you will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.
- All correspondence and actions associated with your ticket will be tracked against your ticket in our support portal. At any time, if available to you, you may log onto our portal to see the status of your ticket. If you do not have access, you can request it.
- Once your ticket has been resolved, you will receive an automated notification by email that your ticket has been closed. You also have the option of viewing both your open and closed ticket, if available to you, via our portal.
- If your issue needs to be escalated to a development resource or programmer for resolution, your issue will be logged into our development tracking system. At this time, your support ticket will be marked “In R&D” until the issue is returned from development. Issues escalated to development will be scheduled for resolution and may not be resolved

immediately depending on the nature and complexity of the issue.

- Contact the support department at your convenience for a status update on your development issues, or log onto our portal (if available to you) to view your issues online.

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 Director of Support
Level 3:	Contact the Account Manager
Level 4:	Contact the Vice President of DataVoice

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 virtual training (beyond 15 minutes)
- Setup of new services or changes to services (applications, features, integrations, etc)
- File imports/exports - Interfaces to other applications X Refreshes, backups, restores, setting up test areas
- Configuration changes (determined based on level of effort)
- Custom modifications (applications, features, integrations, reports, forms reversal of customizations)
- Data conversions / global modification to setup table data
- Database maintenance, repairs & optimization
- Extended Network, Hardware & Operating System support (beyond 1 hour)
- Upgrades & support of third party software X Installations / re-installations (workstations, servers)

Test Databases & Environments

We support customers in the maintenance of independent Test Environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment. The creation of Test Databases & Environments is a billable service, quotations & incremental maintenance rates will be provided on request.

Connection Methods

To ensure we can effectively support our clients, we require that a communication link is established and maintained between our two sites. DataVoice is responsible for the configuration of the OpenVPN Server, and the configuration files of the OpenVPN Client. It is the client's responsibility to ensure the connection is allowed from your location. This is to ensure we can connect to your site and resolve any issues, monitor systems for proactive support, as well as to maintain the functionality of some services we provide to the Utility's customers like the Customer Facing Webpage. DataVoice utilizes OpenVPN for this connection.

OMS Systems using Windows require RDP access. Unless otherwise directed, DataVoice will connect over the VPN using RDP. DataVoice can instead utilize a Utility managed Remote Access Server (RAS)** if required for Desktop Support at an additional cost to the Utility. The VPN connection is required regardless of Utility requirements for DataVoice accessing a system via RDP.

DataVoice will supply verbose instructions for how to configure the vpn connection for both Windows and Linux systems.

**Examples of Remote Access Servers including but not limited to: Citrix, Bomgar, LogMeIn, etc.

Hardware and Third Party Support – if applicable

The purpose of this section is to provide our customers with information on our standard coverage and the services which are included as part of your annual hardware and third party software support (if applicable). This section serves as a guideline for the support department but is superseded by an existing third party or other agreement.

Standard Hardware and Third Party Software Support Services

- 888 telephone support – first line phone support for troubleshooting (note more complex issues will be escalated to the actual vendor of the products)
- “on call” after hours support (scheduled assistance for installations, upgrades and other special projects – there may be charges depending on the scope of work)

- remote connection support x technical troubleshooting x limited training questions (15 minute guideline)
- assistance with creation of backup scripts / backup recovery
- assistance with recovering data resulting from system crashes (charges may apply)
- recommendations on specific hardware requirements
- ODBC installation and connection to database assistance

The services listed below are services that are out of scope and are therefore considered billable – please note that we do not provide hardware support for any printers:

- on-site installation or upgrade of hardware and third party software
- extended virtual training (beyond 15 minutes)
- econfiguration of hardware and file servers x recovering data resulting from client error x upgrading of hardware systems
- preventative maintenance monitoring or other services
- recommending or assisting with disaster recovery plans
- re-establishment of ODBC connection if connection was lost due to actions of customer
- ODBC connections to other third party products
- creation of custom reports