Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA   *Director*
John D. Johnson   *Grants/Contracts Administrator*

March 12, 2007

MEMORANDUM

To: Cyndi Morton, Director
           Court Services

From: John Johnson, Grants/Contracts Administrator
           Office of Management & Budget   *rp*

Subject: **Grants/Contracts Approved by the Board of County Commissioners
           on January 23, 2007**

Enclosed please find one original of the document referenced below which was
approved by the Board on the date referenced above

LORYX SYSTEMS, INC.
    Software Support Services Agreement
    Term: January 23, 2007 until terminated
    Amount: $54,000.00 Annually
    Account: 001-3620-523.34-99

Please forward the document to the vendor and keep a copy for your file. Also
enclosed is your encumbrance.

Thank you for your assistance.

Enclosures (2)

Cc: F&A
       Purchasing
       File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.alachuacounty.us
An Equal Opportunity Employer M.F.V.D.

INVOICE AND
ENCUMBRANCE ADVICE

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

Alachua County,
Florida

ALL INVOICES AND CORRESPONDENCE MUST REFERENCE THIS NUMBER

NO.	071740

ORDER DATE	: 6/13/2007
REQ. NUMBER	: 0000046981
BID NUMBER	:
BUYER	: JANA POWELL
ACCOUNT NO.	: 0013620523349
VENDOR NO.	: 1000043

VENDOR I.D.#

LORYX SYSTEMS
395 OYSTER POINT BLVD
STE 120
SOUTH SAN FRANCISCO CA 94080

SHIP TO

ALACHUA COUNTY
COURT SERVICES
14 NE FIRST ST.
GAINESVILLE FL 32601

ITEM	REQD	BIO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1			SOFTWARE SUPPORT SERVICES AS LISTED ON THE ATTACHED SERVICE AGREEMENT.	54000.00	YR	1.0000	54000.00
						TOTAL	54000.00
			REMARKS:				
			★★★ THIS IS A CONTRACT APPROVED BY THE BOCC 1/23/2007. CONTRACT TERM: 1/23/2007 UNTIL TERMINATED.				

INVOICE INSTRUCTIONS TO VENDOR

1. Submit invoice as described in the referenced agreement.
2. Include all required documentation/backup with invoice.
3. Florida State Tax Exemption Number: 11-065-024077-53C.
4. Federal Tax ID Number: 59-6000501

6/13/07
DATE APPROVED

Jana Powell
SIGNATURE

VENDOR COPY

INVOICE AND
ENCUMBRANCE ADVICE
ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ALL INVOICES AND CORRESPONDENCE MUST REFERENCE THIS NUMBER

NO. 071740

ORDER DATE	: 6/13/2007
REQ. NUMBER	: 0000046981
BID NUMBER	:
BUYER	: JANA POWELL
ACCOUNT NO.	: 0013620523349P
VENDOR NO.	: 1000043

VENDOR

VENDOR I.D.#

LORYX SYSTEMS
395 OYSTER POINT BLVD
STE 120
SOUTH SAN FRANCISCO   CA   94080

SHIP TO

ALACHUA COUNTY
COURT SERVICES
14 NE FIRST ST.
GAINESVILLE   FL   32601

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6/13/07
DATE APPROVED

Jana Powell
SIGNATURE

RECEIVING COPY

INVOICE AND
ENCUMBRANCE ADVICE
ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ALL INVOICES AND CORRESPONDENCE
MUST REFERENCE THIS NUMBER

NO. 071740

ORDER DATE	: 6/13/2007
REQ. NUMBER	: 0000046281
BID NUMBER	:
BUYER	: JANA POWELL
ACCOUNT NO.	: 0013620523M99
VENDOR NO.	: 1000043

VENDOR

VENDOR I.D.#

LORYX SYSTEMS
395 OYSTER POINT BLVD
STE 120
SOUTH SAN FRANCISCO CA 94080

SHIP TO

ALACHUA COUNTY
COURT SERVICES
14 NE FIRST ST.
GAINESVILLE   FL   32601

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6/13/07
DATE APPROVED

Jana Powell
SIGNATURE

CONTRACTS-FINANCE & ACCOUNTING-PURCHASING

Software Support Services Agreement

This Software Support Services Agreement (this "Agreement") is entered into as of the 23rd day of January , 20 02 ("Support Services Effective Date") by and between LORYX Systems, Inc., a California C-Corporation, with offices at 395 Oyster Point Boulevard, Suite 120, South San Francisco, CA 94080-1929 ("LORYX",), and Alachua County, a charter County and political subdivision of the State of Florida, by and through its Board of County Commissioners located at SE 1st Street, Gainesville, Florida ("CUSTOMER").

1) SOFTWARE SUPPORT SERVICES (S3) FEES

1.1) Software Support Services Agreement: LORYX provides a "Software Support Services" (S^3) Agreement for the benefit of CUSTOMER for an annual fee. These services are detailed in Section 2 of this agreement and include technical support and product upgrades.

The cost of an annual Software Support Services Agreement is 18% (eighteen percent) of the total of all installed licenses or $54,000.00 dollars).

1.2) Software Support Services Fees: Software Support Services Fees for the period of one year, currently estimated at $54,000.00 dollars, are due and payable upon Formal Acceptance.

1.3) Payment Requirements: CUSTOMER will receive upgrades and new version releases for *Monitor*, if available, each year as long as CUSTOMER has paid for this service as outlined in Section 3.8. Fees for Software Support Services are for an annual period and will commence upon final acceptance by CUSTOMER. Payments will be made annually in accordance with the provisions of Chapter 218, Part VII, Florida Statutes, (Local Government Prompt Pay Act)

1.4) Suspension: LORYX may suspend relevant support services during any period for which the CUSTOMER does not pay undisputed fees incurred pursuant to this agreement more than forty five (45) days after such payment is due and owning; provided, however, that LORYX shall promptly perform all suspended support services upon receipt of payment of all undisputed fees, including all undisputed fees for the period during which support services were suspended.

1.5) Fee Increases
The fee for each year of the Support Agreement shall increase no more than the increase in the Consumer Price Index (CPI) for the immediate past twelve (12) months as reported by the US Department of Labor.

1.6) Late Fees
Any undisputed fees not paid by the CUSTOMER when due shall bear interest in accordance with the provisions of Chapter 218, Part VII, Florida States (Local Government Prompt Pay Act)

Software Support Services Agreement

2) SOFTWARE SUPPORT SERVICES (S^3)

2.1) Software Support Services (S^3) - Description:
LORYX provides "Software Support Services" for the benefit of CUSTOMER for an additional annual fee. These services are separate from, and supplemental to, the services to correct a failure to perform or defect covered under a "Warranty".

"Software Support Services" (S^3) include:
- ✓ Product Upgrade (corrections, technical updates, or functional enhancements, to existing version releases)
- ✓ New version releases
- ✓ Participation in Loryx Systems "Client User Group" including the ability to request enhancements and assign priorities
- ✓ Discounted Training labor rates
- ✓ 10% Discount on Upgrade/New Version installation and conversion assistance labor rates
- ✓ Technical Support (which includes)
    - ✓ Access to supplemental technical documentation
    - ✓ Access to supplemental training and help documentation
    - ✓ Application/environment notifications and alerting services
    - ✓ Access to the partner (private) web site

2.2) Technical Requirements: Support Services and warranty service apply only to properly configured Products at the minimum hardware and software levels designated by LORYX. LORYX reserves the right to refuse support of systems where the operational levels do not meet the minimum operating requirements as set forth by Loryx Systems. The minimum operating requirements change over time. The current minimum operating requirements are detailed at www.loryxsystems.com.

2.3) Upgrade and Version Release Requirements: Future product upgrades or new version releases of the Software may require CUSTOMER to upgrade its computer or network hardware, operating systems or other systems and software to be used in conjunction with the **Monitor** Software Loryx will provide at least 90 (ninety) days advance notice prior to any upgrade. Additionally, Loryx will continue to support the existing version of the System for a period of at least ninety (90) days.

2.4) Limitations: Support services and warranty service do not cover the parts and service required to repair damage or correct errors attributable to:
- (a) alterations or out-of-specification supplies; or
- (b) accidents, misuse, negligence or failure of CUSTOMER to follow instructions of proper use of Product or any CUSTOMER hardware, equipment, or software; or
- (c) external factors (e.g. failure or fluctuation of electrical power or air conditioning, fire, flood).

Software Support Services Agreement

3) TECHNICAL SUPPORT

3.1) Coverage: Technical support is available to LORYX clients who are covered under an initial product warranty or a "Software Support Services" Agreement.

3.2) General: LORYX's support obligation is limited to the functionality of the Software. To receive technical support LORYX will only accept support requests from authorized representatives of CUSTOMER. CUSTOMER is allowed a maximum of **4** (four) authorized representatives representing the CUSTOMER and IT Department. LORYX is not obligated to support non-authorized individual users of CUSTOMER. Technical support is limited to e-mail requests only. CUSTOMER must submit support requests to LORYX at support@loryxsystems.com. Technical support representatives will help CUSTOMER resolve any technical support issues involving the Software by telephone instructions, fax instructions, internet demonstrations, remote access, or at CUSTOMER's office site. The method for providing technical support assistance will be solely at the discretion of LORYX.

3.3) Support Response Times: LORYX shall provide 24 x 7 email technical support. Response time shall not exceed 3 (three) hours from Monday – Friday, 9:00am – 6:00pm (EST). Additionally, Loryx will provide customer with an emergency contact number available 24x7 in the event of system failure.

3.4) Error Reporting: CUSTOMER agrees to promptly report any errors in the Software to LORYX.

3.5) Exclusions: LORYX will <u>not</u> be responsible for:
    a) Installation, support, repair or training regarding any computer hardware or computer operating system, and network or telecommunications environment(s).
    b) Any data entry, including entry of test data.
    c) Installation, software services and support, repair or training regarding any software, other than *Monitor*, on CUSTOMER's computers.

4) TERM

The term of this Agreement shall be for the period commencing immediately upon the date of upon Formal Acceptance or use in a live environment and continuing, unless earlier terminated pursuant to this Agreement, for a period of five (5) years (the "Initial Term"). The Initial Term shall be renewed automatically for an additional one (1) year periods (each such period being a "Renewal Period") unless terminated as provided herein.

Software Support Services Agreement

5) CUSTOMER OBLIGATIONS

The CUSTOMER shall use the CUSTOMER's reasonable efforts to:

(a) install and maintain all third-person software to the release level compatible with the installed version(s) of the Software;

(b) implement and perform appropriate and reasonable data backup and data recovery procedures related to the Software; and

(c) reasonably address any non-Software issues, including, but not limited to, network related issues, user training, CUSTOMER modifications, and data problems not caused directly by the Software.

6) LORYX REPRESENTATIONS AND WARRANTIES

LORYX covenants, represents and warrants the following:

(a) LORYX warrants that the Software shall conform to all substantial operational features and specifications as contained in the Software and Services Agreement and be free from defects that substantially affect system performance. LORYX shall use all reasonable efforts to remedy any such functional non-conformance which is reported to LORYX.

(b) As to each upgrade or new release of the Software that is developed by LORYX, that LORYX has not misappropriated or infringed and shall not misappropriate or infringe upon any intellectual property of any third-party in the development of any upgrade or new release of the Software.

Software Support Services Agreement

7) DEFAULT

LORYX shall be in default of this Agreement on the occurrence of any of the following events:

(a) LORYX materially breaches this Agreement and fails to cure such failure or reach an accommodation with the CUSTOMER within thirty (30) days of LORYX receiving notice from the CUSTOMER of such failure; or

(b). Breach by LORYX of the separately executed License Agreement; or

c. The Customer may terminate the Contract without cause by providing written notice to Loryx. The County Manager is authorized to provide written notice of termination on behalf of the Customer. Upon such notice, Loryx will immediately discontinue all services affected (unless the notice directs otherwise);

If funds to finance this Contract become unavailable, the Customer may terminate the Contract with no less than twenty-four hours notice in writing to Loryx. The Customer will be the final authority as to the availability of funds. The Customer will pay Loryx for all work completed prior to any notice of termination.

The CUSTOMER shall be in default of this Agreement if the CUSTOMER fails to pay undisputed fees and fails to cure such material breach. Payments will be made in accordance with Chapter 218, Part VII, Florida Statutes (Local Government Prompt Pay Act)

8) EFFECT OF DEFAULT, TERMINATION

Upon the occurrence of a default by LORYX, the CUSTOMER shall have the right, in addition to any and all rights and remedies available to the CUSTOMER, to terminate this Agreement.

Upon the occurrence of a default by the CUSTOMER, LORYX shall have the right, in addition to any and all rights and remedies available to LORYX (including, without limitation, that the CUSTOMER shall continue to have the obligation to pay all undisputed fees accruing prior to the effective date of termination), to terminate this Agreement.

Software Support Services Agreement

9) LIMITATION OF LIABILITY

THE LIABILITY OF THE CUSTOMER TO LORYX FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL NOT EXCEED THE MAINTENANCE FEES AND SERVICE FEES.

IN NO EVENT SHALL THE CUSTOMER BE LIABLE TO LORYX (NOR TO ANY PERSON CLAIMING ANY RIGHT, TITLE, OR INTEREST DERIVED FROM OR AS SUCCESSOR TO LORYX'S RIGHT, TITLE, AND INTEREST) FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF CONTENT ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

THE LIABILITY OF LORYX TO THE CUSTOMER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE THEN CURRENT ANNUAL MAINTENANCE FEE.
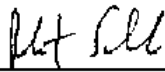
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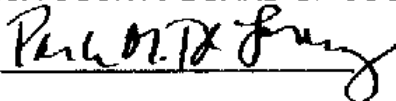
Software Support Services Agreement

EACH PARTY ACKNOWLEDGES (1) READING, (2) UNDERSTANDING AND (3) RECEIVING A COPY OF THIS AGREEMENT.

BY THEIR SIGNATURES BELOW, THE PARTIES TO THIS CONTRACT AGREE TO THE TERMS, CONDITIONS, AND CONTENT EXPRESSED HEREIN.
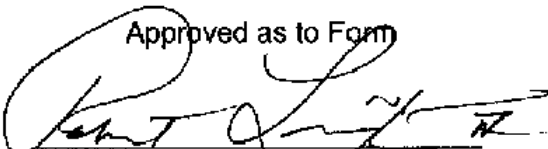
LORYX: **LORYX Systems, Inc.**

Robert Schwab

By:

Title: President

Date: 1/22/07

CUSTOMER: ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

By: Paula M. DeLaney, Chair .

Date: 1/23/2007

ATTEST

J. K. "Buddy" Irby, Clerk
(SEAL)_

Approved as to Form

Alachua County Attorney

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

January 23, 2007 Regular BOCC Meeting
Agenda Item #46

Title
(45) Court Services Software Support Services Agreement for Loryx Monitor Information System
(Revised)

Amount
$54,000.00

Description
Request approval of the Court Services - Software Support Services Agreement for Loryx Monitor
Information System

Recommendation
Approve the Court Services Software Support Services Agreement with Loryx Systems, Inc.

Alternative(s)
Do not approve

Requested By
Cyndi Morton 338-7336

Originating Department
Court Services

Attachment(s) Description
Software Support Services Agreement with Loryx Systems, Inc.

Documents Requiring Action
Software Support Services Agreement with Loryx Systems, Inc.

Executive Summary
Court Services is nearing completion of the set up and installation of the Monitor information system by
Loryx, Inc. The attached Software Support Services Agreement provides for technical support of the
new information system and for upgrades and new releases. Funding for the Software Support Services
Agreement was requested and approved as part of the FY07 Court Services operating budget.

Background
In April 2006, the Board approved purchase of a new information system to replace the outdated 16 year
old system Court Services was currently using. The new Monitor information system is in the final
stages of being set up and is projected to go live in January 2007. Once the system is in use, the
Software Support Services agreement will provide needed technical assistance, automatic upgrades and
new version releases.

Issues
There are no issues. The Software Support Agreement was identified as a continuing charge when approval of the new information system was requested. Budget to fund the Software Support Agreement was approved as part of the FY07 budget process and is included in Court Services' operating budget.

Fiscal Recommendation
Approve the Software Support Services Agreement with Loryx Systems, Inc.; funding exists

Fiscal Alternative(s)
Do not approve

Funding Sources
General Fund

Account Code(s)
001-3620-523-34.99

Attachment: Software Support Services Agreement.pdf