

COMPUTER MAINTENANCE AGREEMENT

This agreement is made this 18th day of July, 1991 between the DOUGLAS COUNTY COURTS, hereinafter referred to as "CUSTOMER", and Cimarron Computer, hereinafter referred to as "VENDOR", hereby agree to enter into a service contract in consideration of the mutual promises and conditions that are set forth herein.

DESCRIPTION OF EQUIPMENT AND SOFTWARE COVERED BY GUARANTEED RESPONSE

BY [Signature]
Cimarron Computer

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NO. 91.069

FILED

<u>LOCATION</u>	<u>ITEM</u>	<u>MODEL</u>	<u>SERIAL#</u>	<u>P.PRICE</u>
Tahoe	File Server	Everex Step 386/20		\$ 7,463.00
Tahoe	Laser Printer	Panasonic KXP4450		\$ 2,300.00 On warrantee

<u>LOCATION</u>	<u>ITEM</u>	<u>MODEL</u>	<u>SERIAL#</u>	<u>P.PRICE</u>
J.P.O.	File Server	Everex Step 386/20		\$ 7,478.00
J.P.O.	Laser Printer	Panasonic KXP4450		\$ 2,300.00 On warrantee

<u>LOCATION</u>	<u>ITEM</u>	<u>MODEL</u>	<u>SERIAL#</u>	<u>P.PRICE</u>
East Fork	File Server	Everex Step 386/20		\$ 5,091.00
East Fork	Laser Printer	Panasonic KXP4450		\$ 2,300.00 On warrantee
East Fork	Emulation	AS400 Stand Alone		\$ 693.00

<u>LOCATION</u>	<u>ITEM</u>	<u>MODEL</u>	<u>SERIAL#</u>	<u>P.PRICE</u>
District	File Server	Everex Step 386/20		\$ 8,707.00
District	Laser Printer	Panasonic KXP4450		\$ 2,300.00 On warrantee
District	AS400 Emulation	AST5251/12&5250		\$ 1,485.00
District	Novell Netware	2.15 & Upgrade		\$ 5,420.00 On warrantee
District	Lan + Modem	Lan+Modem Software		\$ 495.00 On warrantee

RESPONSIBILITIES

VENDOR hereby agrees to repair and maintain the aforementioned hardware and software on an as-needed basis; and to perform preventative maintenance on the aforementioned hardware and software on a regular basis for a total monthly cost of \$ 274.00 until all equipment is off Warrantee and the for a total monthly

cost of \$521.00 when the remaining equipment is off Warrantee to be prepaid quarterly by CUSTOMER. This maintenance agreement includes repair or replacement of parts at no charge and phone support and covered component troubleshooting.

VENDOR shall provide all travel, parts, materials, and labor required for ADJUSTMENTS, repairs, replacement and maintenance of said hardware and software at no charge to customer with the exception of this fixed monthly price and any exclusions stated within this agreement.

VENDOR shall repair and maintain the aforementioned hardware and software as follows:

Upon first notification by CUSTOMER, VENDOR shall respond either in person or by telephone as follows:

1. If the first notification of a problem is made before noon, then minimum response shall be within the same working day.

2. If the first notification of a problem is made after noon, then the minimum response time shall be before 10:00 A.M. of the next working day of Douglas County.

3. Within 48 hours of first notification by the Douglas County Court Design and Planning Team of a problem, the VENDOR will have diagnosed and corrected the problem.

4. VENDOR shall guarantee that, unless the problem is solved using remote diagnostics and maintenance, within 8 working hours of first notification of problems that render the system inoperable that hardware and/or software personnel will be on-site within 24 hours of first notification of problems that render the system inoperable.

DESCRIPTION OF EQUIPMENT AND SOFTWARE
NOT COVERED BY GUARANTEED RESPONSE

<u>LOCATION</u>	<u>ITEM</u>	<u>MODEL</u>	<u>SERIAL#</u>	<u>P.PRICE</u>
Tahoe	U.P.S.	Datashield SS700 UPS		\$ 730.00
Tahoe	132C Printer	Okidata 391 24 pin		\$ 845.00
Tahoe	Internal Modem	Evercoa 24+		\$ 165.00
Tahoe	Emulation	AS400 Stand Alone		\$ 705.00
Tahoe	U.P.S.	Datashield 703		\$ 1,232.00 On warrantee
	File Server			
Tahoe	Mono Monitor	Evervision&Evergraphics		\$ 200.00 On Warrantee
Tahoe	Color Monitor	Paradise VGA&MiniMicro		\$ 750.00
Tahoe	Work Station	Everex Step 336/20		\$ 5,261.00 On Warrantee
Tahoe	Mono Monitor	Evervision&Evergraphics		\$ 200.00 On Warrantee

<u>Tahoe</u>	<u>Work Station</u>	<u>Everex Step 286/12</u>	<u>\$ 1,405.00</u>	<u>On Warrantee</u>
<u>Tahoe</u>	<u>Mono Monitor</u>	<u>Evervision&Evergraphics</u>	<u>\$ 200.00</u>	<u>On Warrantee</u>
<u>Tahoe</u>	<u>Work Station</u>	<u>Everex Step 286/12</u>	<u>\$ 1,405.00</u>	<u>On Warrantee</u>
<u>Tahoe</u>	<u>Mono Monitor</u>	<u>Evervision&Evergraphics</u>	<u>\$ 200.00</u>	<u>On Warrantee</u>
<u>Tahoe</u>	<u>Work Station</u>	<u>Everex Step 286/12</u>	<u>\$ 1,405.00</u>	<u>On Warrantee</u>
<u>Tahoe</u>	<u>Mono Monitor</u>	<u>Evervision&Evergraphics</u>	<u>\$ 200.00</u>	<u>On Warrantee</u>
<u>Tahoe</u>	<u>Work Station</u>	<u>Everex Step 286/12</u>	<u>\$ 1,405.00</u>	<u>On Warrantee</u>
<u>Tahoe</u>	<u>Mono Monitor</u>	<u>Evervision&Evergraphics</u>	<u>\$ 200.00</u>	<u>On Warrantee</u>
<u>Tahoe</u>	<u>Work Station</u>	<u>Everex Step 286/12</u>	<u>\$ 1,405.00</u>	<u>On Warrantee</u>

<u>Tahoe</u>	<u>Network Card</u>	<u>16 bit Ethernet Card</u>	<u>\$ 395.00</u>	<u>On Warrantee</u>
<u>Tahoe</u>	<u>Network Card</u>	<u>16 bit Ethernet Card</u>	<u>\$ 395.00</u>	<u>On Warrantee</u>
<u>Tahoe</u>	<u>Network Card</u>	<u>16 bit Ethernet Card</u>	<u>\$ 395.00</u>	<u>On Warrantee</u>
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<u>Tahoe</u>	<u>Network Card</u>	<u>16 bit Ethernet Card</u>	<u>\$ 395.00</u>	<u>On Warrantee</u>
<u>Tahoe</u>	<u>Network Card</u>	<u>8 bit Ethernet Card</u>	<u>\$ 187.00</u>	<u>On Warrantee</u>



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<u>LOCATION</u>	<u>ITEM</u>	<u>MODEL</u>	<u>SERIAL#</u>	<u>P.PRICE</u>
J.P.O.	U.P.S.	Datasield SS700 UPS		\$ 730.00
J.P.O.	132C Printer	Okidata 391 24 pin		\$ 845.00
J.P.O.	U.P.S.	Datasield 703		\$ 1,232.00 On Warrantee
	File Server			
J.P.O.	Mono Monitor	Evervision&Evergraphics		\$ 200.00 On Warrantee
J.P.O.	Color Monitor	Paradise VGA&MiniMicro		\$ 750.00
J.P.O.	Work Station	Everex Step 386/20		\$ 5,261.00 On Warrantee
J.P.O.	Mono Monitor	Evervision&Evergraphics		\$ 200.00 On Warrantee
J.P.O.	Work Station	Everex Step 286/12		\$ 1,405.00 On Warrantee
J.P.O.	Mono Monitor	Evervision&Evergraphics		\$ 200.00 On Warrantee
J.P.O.	Work Station	Everex Step 286/12		\$ 1,405.00 On Warrantee
J.P.O.	Mono Monitor	Evervision&Evergraphics		\$ 200.00 On Warrantee
J.P.O.	Work Station	Everex Step 286/12		\$ 1,405.00 On Warrantee
J.P.O.	Mono Monitor	Evervision&Evergraphics		\$ 200.00 On Warrantee
J.P.O.	Work Station	Everex Step 286/12		\$ 1,405.00 On Warrantee
J.P.O.	Network Card	16 bit Ethernet Card		\$ 395.00 On Warrantee
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J.P.O.	Network Card	16 bit Ethernet Card		\$ 395.00 On Warrantee
J.P.O.	Network Card	8 bit Ethernet Card		\$ 187.00 On Warrantee

<u>LOCATION</u>	<u>ITEM</u>	<u>MODEL</u>	<u>SERIAL#</u>	<u>P.PRICE</u>
East Fork	U.P.S.	Datashield SS700 UPS		\$ 730.00
East Fork	132C Printer	Okidata 391 24 pin		\$ 845.00
East Fork	Internal Modem	Evercom 24+		\$ 165.00
East Fork	U.P.S.	Datashield 703		\$ 1,232.00 On warrantee
File Server				
East Fork	Mono Monitor	Evervision&Evergraphics		\$ 200.00 On Warrantee
East Fork	Color Monitor	Paradise VGA&MiniMicro		\$ 750.00
East Fork	Work Station	Everex Step 386/20		\$7,360.00 ???Price??On Warrantee
East Fork	Mono Monitor	Evervision&Evergraphics		\$ 200.00 On Warrantee
East Fork	Work Station	Everex Step 286/12		\$ 1,405.00 On Warrantee
East Fork	Mono Monitor	Evervision&Evergraphics		\$ 200.00 On Warrantee
East Fork	Work Station	Everex Step 286/12		\$ 1,405.00 On Warrantee
East Fork	Mono Monitor	Evervision&Evergraphics		\$ 200.00 On Warrantee
East Fork	Work Station	Everex Step 286/12		\$ 1,405.00 On Warrantee
East Fork	Mono Monitor	Evervision&Evergraphics		\$ 200.00 On Warrantee
East Fork	Work Station	Everex Step 286/12		\$ 1,405.00 On Warrantee
East Fork	Network Card	16 bit Ethernet Card		\$ 395.00 On Warrantee
East Fork	Network Card	16 bit Ethernet Card		\$ 395.00 On Warrantee
East Fork	Network Card	16 bit Ethernet Card		\$ 395.00 On Warrantee
East Fork	Network Card	16 bit Ethernet Card		\$ 395.00 On Warrantee
East Fork	Network Card	16 bit Ethernet Card		\$ 395.00 On Warrantee
East Fork	Network Card	8 bit Ethernet Card		\$ 187.00 On Warrantee
East Fork	Network Card	8 bit Ethernet Card		\$ 187.00 On Warrantee

<u>LOCATION</u>	<u>ITEM</u>	<u>MODEL</u>	<u>SERIAL#</u>	<u>P. PRICE</u>
D.C. I	U.P.S.	Datashield SS700 UPS		\$ 730.00
D.C. II	U.P.S.	Datashield SS700 UPS		\$ 730.00
D.C. Clrks	U.P.S.	Datashield SS700 UPS		\$ 730.00
District	Internal Modem	Evercom 24+		\$ 165.00
District	U.P.S.	Datashield 703		\$ 1,232.00 On warrantee

D.C. I	132C Printer	Okidata 391 24 pin		\$ 845.00
D.C. II	132C Printer	Okidata 391 24 pin		\$ 845.00
D.C. Clrks	132C Printer	Okidata 391 24 pin		\$ 845.00 OnWarrantee
D.C. Clrks	80 C Printer	Okidata 390 24 pin		\$ 650.00 OnWarrantee

Judicial Assistants

D.C. I	Network Card	16 bit Ethernet Card		\$ 395.00
D.C. II	Network Card	16 bit Ethernet Card		\$ 395.00

Law Clerks

D.C. I	Network Card	16 bit Ethernet Card		\$ 395.00
D.C. II	Network Card	16 bit Ethernet Card		\$ 395.00

Judges

D.C. I	Network Card	16 bit Ethernet Card		\$ 395.00
D.C. II	Network Card	16 bit Ethernet Card		\$ 395.00

Court Rooms

D.C. I	Network Card	16 bit Ethernet Card		\$ 395.00
D.C. II	Network Card	16 bit Ethernet Card		\$ 395.00

Clerks Office

D.C. Clks	Network Card	16 bit Ethernet Card		\$ 395.00
D.C. Clks	Network Card	16 bit Ethernet Card		\$ 395.00
D.C. Clks	Network Card	16 bit Ethernet Card		\$ 395.00
D.C. Clks	Network Card	16 bit Ethernet Card		\$ 395.00
D.C. Clks	Network Card	16 bit Ethernet Card		\$ 395.00

File Server

District	Monor Monitor	Evervision&Evergraphics		\$ 250.00
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Judicial Assistant

D.C. I	Color Monitor	Paradise VGA&MiniMicro		\$ 750.00
D.C. I	Work Station	Everex Step 386/20		\$ 5,091.00

Law Clerk

D.C. I	Monor Monitor	Evervision&Evergraphics		\$ 250.00
D.C. I	Work Station	Everex Step 386/20		\$ 1,550.00

Judicial Assistant

D.C. II	Color Monitor	Paradise VGA&MiniMicro		\$ 750.00
D.C. II	Work Station	Everex Step 286/20		\$ 5,091.00

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Law Clerk

D.C. II	Mono Monitor	Evervision&Evergraphics	\$ 250.00
D.C. II	Work Station	Everex Step 286/12	\$ 1,550.00

Judges

D.C. I	Mono Monitor	Evervision&Evergraphics	\$ 250.00
D.C. I	Work Station	Everex Step 286/12	\$ 1,550.00
D.C. II	Mono Monitor	Evervision&Evergraphics	\$ 250.00
D.C. II	Work Station	Everex Step 286/12	\$ 1,550.00

Court Rooms

D.C. I	Mono Monitor	Evervision&Evergraphics	\$ 200.00	On Warrantee
D.C. I	Work Station	Everex Step 286/12	\$ 1,405.00	On Warrantee
D.C. II	Mono Monitor	Evervision&Evergraphics	\$ 200.00	On Warrantee
D.C. II	Work Station	Everex Step 286/12	\$ 1,405.00	On Warrantee

Clerks

D.C.Clrks	Mono Monitor	Evervision&Evergraphics	\$ 200.00	On Warrantee
D.C.Clrks	Work Station	Everex Step 386/20	\$ 5,261.00	On Warrantee
D.C.Clrks	Mono Monitor	Evervision&Evergraphics	\$ 200.00	On Warrantee
D.C.Clrks	Work Station	Everex Step 286/12	\$ 1,405.00	On Warrantee
D.C.Clrks	Mono Monitor	Evervision&Evergraphics	\$ 200.00	On Warrantee
D.C.Clrks	Work Station	Everex Step 286/12	\$ 1,405.00	On Warrantee
D.C.Clrks	Mono Monitor	Evervision&Evergraphics	\$ 200.00	On Warrantee
D.C.Clrks	Work Station	Everex Step 286/12	\$ 1,405.00	On Warrantee

Gateways

D.C. II	Mono Monitor	Evervision&Evergraphics	\$ 250.00
D.C. II	Work Station	Everex Step 286/12	\$ 1,550.00
D.C.Clrks	Mono Monitor	Evervision&Evergraphics	\$ 250.00
D.C.Clrks	Work Station	Everex Step 286/12	\$ 1,550.00

Gateways

D.C. II	Network Card	16 bit Ethernet Card	\$ 395.00
D.C.Clrks	Network Card	16 bit Ethernet Card	\$ 395.00

VENDOR agrees to perform normal preventative maintenance on the aforementioned hardware and software on a regular basis for a total monthly cost of \$480.00 until the remaining hardware and software is off of warrantee and then for a total monthly cost of \$480.00 to be prepaid quarterly by CUSTOMER. The minimum time required for preventative maintenance shall be an average of 8 hours of on site maintenance per MONTH. Said preventative maintenance includes, but is not limited to, the following:

- Regular cleaning of computer components such as disk drives and printers;
- Periodic check of hard drive storage spaces;
- Visual inspection of cables;
- Addressing hardware and software problems of users;

Assisting users in installing new software or adding new users to system.

VENDOR shall provide all travel, parts, materials, and labor required for preventative adjustment and maintenance of said hardware and software at no charge to customer with the exception of this fixed monthly price and any exclusions stated within this agreement.

VENDOR agrees to cover all other hardware and software repair and maintenance not covered above according to the following rates:

Current published hourly labor rate not to exceed \$100.00 per hour.

CHARGES AND BILLINGS

VENDOR agrees to invoice for charges 30 days prior to the beginning of the quarter for which the charges are due. CUSTOMER agrees to pay the total of all charges invoiced per this agreement within 30 days of receiving the invoice. If CUSTOMER fails to pay within 30 days of receiving the invoice, CUSTOMER's account will be considered delinquent.

LIMITATIONS

CUSTOMER agrees that only the hardware and software listed herein is covered under this agreement and damage to the software and equipment or it's parts arising out of misuse, abuse, and negligence are not covered. VENDOR may terminate this agreement in the event the equipment is modified, damaged, altered or serviced by personnel other those employed by VENDOR, or if parts, accessories or components not authorized by the VENDOR are fitted to the equipment. If substituted performance is necessary as provided for in this agreement, then VENDOR can not terminate agreement if factory authorize personnel or representatives modify, damage, alter, or service the software or equipment.

EXCLUSIONS

Service shall be provided only within the boundaries of Douglas County, Nevada. Should CUSTOMER relocate any equipment outside of this area, VENDOR shall be released from all responsibilities created under this agreement.

PERMISSIONS

CUSTOMER hereby authorizes VENDOR and it's representatives to enter CUSTOMER'S premises and to remove and replace equipment as necessary for the completion of repairs as called for under this agreement.

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BREACH OR DEFAULT

If the CUSTOMER is delinquent on their account for any incurred charges: (1) VENDOR may (a) refuse to service the equipment or (b) furnish service on a C.O.D. per call basis at the rates given in this agreement and (2) If CUSTOMER breaches this contract by failing to pay invoices when due or otherwise, VENDOR may terminate this contract without prior notice. Upon premature termination of this contract, in whole or in part, whether at CUSTOMERS request or VENDORS upon customer breach, customer shall pay all accrued and unpaid charges, cost of collection, including the maximum attorney's fees allowed by law. If after cancellation because of the CUSTOMER's breach, at some future time CUSTOMER wishes to put equipment under a new Maintenance Agreement, a \$300.00 "update" charge will be made.

If the VENDOR is negligent on fulfilling the terms of this agreement and fails to meet the stipulated required response times: (1) CUSTOMER may (a) require VENDOR to pay all accrued and unpaid charges the CUSTOMER incurred in having the equipment and software maintained or repaired (b) impose a penalty for breach of one (1) months maintenance agreement charges (2) If VENDOR breaches this contract by failing to fulfill the terms and conditions of this agreement, CUSTOMER may terminate this contract without prior notice. Upon premature termination of this contract, in whole or in part, whether at CUSTOMERS request or VENDORS upon VENDOR breach, vendor shall pay all accrued and unpaid charges that CUSTOMER incurred in having the equipment and software maintained or repaired, cost of collection, including the maximum attorney's fees allowed by law. If after cancellation at some future time CUSTOMER wishes to put equipment under a new Maintenance Agreement, NO "update" charge will be made.

CANCELLATION

CUSTOMER agrees to provide VENDOR with a 90 day written notice of cancellation and be responsible for payments during the 90 day period.

ENTIRE AGREEMENT

This document constitutes the entire agreement between VENDOR and CUSTOMER and there are no other agreements implied or expressed regarding the matter contained herein. This agreement shall remain in force for four (4) years at which time it may be renegotiated or

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until such time as CUSTOMER requests it's termination in writing 30 days before said termination shall occur.

Executed July 18, 1991, 1991

DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS

BY: [Signature]
MICHAEL E. FISCHER, Chairman

ATTEST:

Barbara Reed
BARBARA J. REED, CLERK
by: L. Lynch, deputy

CIMARRON COMPUTER

BY: [Signature] Sheri Coleman

BY: [Signature] Rod Coleman

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

'91 JUL 29 A8:43

SUZANNE BOURDEAU
RECORDED

\$ OK DEPUTY

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: July 26, 1991
B. Reed Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy

SEAL

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