

## **QUETEL TECHNICAL SUPPORT AGREEMENT**

Whereas the Santa Fe County ("Santa Fe County") wants to ensure the continued, smooth operation of the software described below that it purchased from the QueTel Corporation ("QueTel"). This agreement provides for QueTel to assist Santa Fe County in solving any problems, in a timely manner, with said software, in return for the fees indicated below.

### **TERMS OF AGREEMENT**

The terms of this agreement shall commence the latter of on October 1, 2016 or execution, and expire on September 30, 2017. The cost of this agreement shall be \$2,198.00 to be paid annually by Santa Fe County to QueTel. Payment shall be made, in full, no later than the date the agreement commences. Either party may, at the end of the Term or any renewal period, cancel this Agreement with respect to all or any of the Software by giving the other party a 60-days written notice. QueTel may, in addition, cancel this Agreement with respect to any QueTel supplied software that, in QueTel's good faith judgment has become modified by other than QueTel personnel, or is obsolete, and return any unused funds to the Santa Fe County.

### **QUETEL SUPPLIED SOFTWARE COVERED UNDER THIS AGREEMENT**

This Technical Support Agreement covers the Evidence TraQ purchased by Santa Fe County from QueTel.

### **TECHNICAL SUPPORT OBLIGATIONS**

#### **QueTel**

QueTel will provide Technical Support Monday through Friday from 8:00 AM to 6:00 PM, QueTel Holiday's excluded. Currently, QueTel is closed during the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, and Christmas Day. Please note that QueTel may change these holidays upon 60-days written notice to Santa Fe County.

QueTel will provide software patches, as required, to correct error conditions.

QueTel will provide Santa Fe County with contact information for equipment warranty and repair. QueTel will also provide contact information to Santa Fe County enabling Santa Fe County to purchase barcode printer label stock, pen replacements, and spare batteries.

On all support requests, QueTel will generate a support ticket and communicate via email the ticket number reference, priority level assigned and status. The primary support representative will use best efforts to diagnose and correct the error condition, if possible. If it is not possible s/he will escalate the support ticket and follow the normal course of escalation. During the escalation process, status updates will be delivered from the designated point of contact for QueTel Support. This designated person will be assigned upon issuance of a support ticket.

QueTel will endeavor to resolve problems as swiftly as possible. However, QueTel is unable to provide guaranteed resolution times due to the uncertain nature and causes of problems. In all cases, QueTel will make its best efforts to resolve problems in as little time as needed.

Santa Fe County prerequisites include verification of server operational status through a rebooting sequence and providing access to the Santa Fe County server for QueTel's support representative. Access can be through VPN, Go-To-Meeting sharing or other appropriate remote connections. QueTel will log every access to the Santa Fe County's server. This log will be provided, upon request, to Santa Fe County so long as Santa Fe County has a valid technical support agreement with QueTel in place.

In those instances where diagnostic testing identifies Santa Fe County hardware and/or network problems not related to the QueTel software or user performed modifications not authorized by QueTel, QueTel will provide that information to Santa Fe County for resolution.

Work performed after identification of a non QueTel failure, such as database/application transfer or recovery may result in additional charges to Santa Fe County.

**Priority 1: Mission Critical**

Definition: All users and critical functions affected. Software is non-operational for multiple users using multiple computers. We will diagnose root cause of the failure and inform the client.

Examples include users unable to logon (system wide) due to software.

Response time: QueTel will respond within one working hour of notification and immediately begin diagnosis. If the condition is due to network or server failure, e.g. changed database passwords, or other non-software related causes, ownership of the problem will be transferred to client IT staff. Additional charges may be incurred for QueTel remedying or help remedy the problems.

**Priority 2: Severe**

Definition: A large number of users or functions affected. Impacts necessary operational performance, but does not affect data entry and is a system-wide issue impacting multiple users using multiple computers.

Examples include the inability to enter, upload, or edit data from any PC (excludes mobile devices). Data loss or corruption, although not anticipated, can arise from an unknown condition and will be treated as a Priority 2 request.

Response time: QueTel will respond within four working hours of notification and initiate diagnosis, testing and problem resolution to bring the system to operational functionality. Resolution requiring code changes will be assigned as a high priority and completed during normal business operational hours.

### **Priority 3: Limited**

Definition: Limited degradation affecting a minimal number of users or functions. Business process can continue and the defect does not affect database integrity or where a work around is available.

Examples include the inability to query data for reporting, printer/scanner inoperability and system generated operational error messages, and problems involve QueTel-supplied hardware.

Response time: QueTel will respond within one business day of notification and initiate diagnosis, testing and problem resolution processes. Resolution requiring code changes will be assigned as a priority and completed during normal business operational hours.

### **Priority 4: Minor**

Definition: Minimal degradation affecting few users or functionality. Business process can continue without interruption.

Examples include third party software conflicts, printer head misalignment and reporting of user operational error messages.

Response time: QueTel will respond within one business day of notification during normal business hours through attention to diagnosis, testing, and problem resolution.

### **Priority 5: Enhancements**

Definition: Changes to the interface or operation, modify to meet special client needs.

Examples include adding buttons to the screen, custom or customized reports, or new features. These require code changes.

Response time: QueTel will provide a quote for such changes and a time line for making them.

NOTE: Resolution of the above varies according to the difficulty of diagnosis, nature of the source, and the time required to make the changes.

## **Santa Fe County**

Santa Fe County will identify a primary and secondary point of contact (POC) and transmit that information to QueTel. All requests for technical support shall be channeled through the POC's. Santa Fe County POC's shall be sufficiently skilled in database management to be able to perform general fault identification, possess general "Administrative" rights to enable third party software on local computers and have direct access or third party access to the server on which the QueTel application and database is installed.

Santa Fe County shall assure the security of the network and the server on which the application and database are stored. Santa Fe County will provide the proper server environment, including industry standard backup capabilities.

Prior to contacting QueTel, Santa Fe County shall assure the server and all hardware are operational.

## **Additional Services**

QueTel can provide additional training on-site or via the web for existing and new users, develop custom modules for Agencies or assist in moving the application to new servers. These services will be provided on the basis of an estimate of the time involved and the cost thereof.

Additionally, time and material costs may be incurred, if problems are determined to be caused by malfunction of the client IT infrastructure (server, network, etc.) or by mistaken or intentional action by Santa Fe County staff. The time involved may consist of, but not be limited to, problem diagnosis, correction, and testing.

## LIMITATION OF QUETEL LIABILITY

QueTel shall not be responsible or liable for any failure to perform thereunder if such failure is caused by acts of God, strikes or labor disputes, failures of transportation, fire or flood or other causalities, which are beyond circumstance for any incidental or consequential damages or any damages for negligence, with respect to any software held under this Agreement

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed on the day and year first above written:

AGREED:

Santa Fe County Manager  
102 Grant Avenue  
P.O. Box 276  
Santa Fe, NM 87504-0276

By: Katherine Miller  
Authorized Individual

Katherine Miller  
Authorized Individual (Typed/Printed)

Date: 8.31.16

ACCEPTED:

QueTel Corporation  
14100 Sullyfield Circle  
Suite 700  
Chantilly, VA 20151

By: Robert O. Wagner, Jr.  
QueTel Representative

Robert O. Wagner, Jr.  
QueTel Representative (Typed/Printed)

Date: August 18, 2016

Approved as to form  
Santa Fe County Attorney

By: Robert O. Wagner, Jr.

Date: 8-29-16

For 2016 for Contract 4, 5/2/16