

THE COMPUTER DEPARTMENT, INC.  
2030 Timberbrook Dr.  
Springfield, IL 62702

## SOFTWARE SUPPORT AGREEMENT

This is an Agreement effective <date> between the **Diocese of Demo**, herein called "The Diocese", and **The Computer Department, Inc.**, an Illinois Corporation. Herein called "TCDI".

### *Background*

TCDI is in the business of providing personal computer, network, programming, and other related services. **The Diocese** desires to retain the services of **TCDI** to function as a support provider for the **Deposit and Loan System (DLS)** as described in Exhibit A. **TCDI** is willing to render such services and the parties agree as follows:

#### *1. Services To Be Provided*

This agreement is an annual contract between **TCDI** and **The Diocese** to cover support for DLS. **TCDI** agrees to make all reasonable efforts to perform the duties and functions of software support in accordance with the specifications set forth in Exhibit A, and to perform such services on an ongoing basis for the period of one year commencing on the date this Agreement is signed. Such services and duties shall be performed on a "Best Efforts" basis and **TCDI** shall not be liable for actions taken or omitted on behalf of **The Diocese**. **The Diocese** agrees to hold **TCDI** harmless for all services performed as long as services are performed in good faith for the benefit of **The Diocese**.

#### *2. Basis for Charges*

**TCDI** will provide services at the rates described in Exhibit A.

#### *3. Termination of Agreement by Either Party*

This Agreement may be terminated by either party upon written notice to the other party within 30 days of the expiration of the contract. Written notice shall be delivered by certified mail or in person. If delivered by mail, written notice shall be delivered to the current business address of the party as described below:

The Computer Department, Inc. 2030 Timberbrook Dr. Springfield, IL 62702	Diocese of Demo 123 Anywhere Street Demo, US 00000
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If written termination notice is not received by either party, the contract will automatically renew for the following year upon receipt of payment by **The Diocese** to **TCDI**.

#### *4. TCDI as Independent Contractor*

**TCDI** shall act as an independent contractor under the terms of this Agreement, and all activities performed on behalf of **The Diocese** by **TCDI** shall be done with the prior approval of **The Diocese**.

#### *5. Arbitration*

All claims, disputes, or other matters in question between the parties in connection with this Agreement, shall be decided by arbitration in Springfield, IL in accordance with the rules of the American Arbitration Association then in effect.

#### *6. Modifications*

This Agreement including attachments, embodies the entire Agreement between the parties with respect to the subject matter hereof. This Agreement may only be modified in writing executed by both parties.

#### *7. Assignment of Agreement*

This Agreement is not assignable by either party without the advance written consent of the other.

#### *8. Representations*

**TCDI** represents that it has existing clients in the same industry as **The Diocese**. None of the terms of this Agreement shall prevent **TCDI** from performing similar services for other organizations.

#### *9. Contingencies*

Services covered under this agreement are intended to be provided without delay unless caused by strikes, accidents, acts of God, or delays beyond the control of **TCDI**.

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Edward C. Russell  
President  
The Computer Department, Inc.  
2030 Timberbrook Dr.  
Springfield, IL 62702

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John Doe  
Chief Financial Officer  
Diocese of Demo  
123 Anywhere Street  
Demo, US 00000

## Exhibit A (Standard)

### *Fees:*

**The Diocese** shall pay for services performed under this agreement on an annual basis. The fee will consist of \$1,800 paid annually. Services anticipated to be performed:

- System maintenance provided for corrections to the software on the program within four (4) business days of when defective code is identified.
- Reduced programming rate of 10% off of current programming rate provided for program changes to **DLS** requested by client or any new custom program requested by **The Diocese**.
- Data may also be reviewed for inconsistencies and corrected if needed. **TCDI** will use the web application GoTo Assist in order to get onto **The Diocese** network with permission & supervision by an employee of **The Diocese** in order to do the review and correct data or download the data if the situation requires extensive review and correction.
- Telephone and email support provided by developers 24/7 at 618-431-8234. A guaranteed four (4) business hour response time will be provided including holidays.
- **The Diocese** shall be included on the list of qualified dioceses to receive a copy of the original source code for the program from the **Bank of Springfield**, 3400 Wabash Avenue, Springfield, IL 62704, under the following situation:

***TCDI** or its heirs, successors, devisees, and assigns has ceased conducting business and **The Diocese** has given written notice to **TCDI** and the **Bank of Springfield** requesting delivery of the **DLS** Source Code; provided however, the **Bank of Springfield** shall not deliver the **DLS** Source Code to **The Diocese** until twenty-one (21) days after **The Diocese's** written notice to **TCDI** and the **Bank of Springfield** requesting delivery of the **DLS** Source Code, unless the **Bank of Springfield** has been served with an injunction or a restraining order, prior to the expiration of such period, preventing or delaying deliver of the **DLS** Source Code to **The Diocese**.*

## Exhibit A (Premium)

### *Fees:*

**The Diocese** shall pay for services performed under this agreement on an annual basis. The fee will consist of \$3,300 paid annually. Services anticipated to be performed:

- System maintenance provided for corrections to the software on the program within four (4) business days of when defective code is identified.
- Reduced programming rate of 10% off of current programming rate provided for program changes to **DLS** requested by client or any new custom program requested by **The Diocese**.
- Provide access to the **DLS Online** application for **The Diocese** and its parishes. Hosting of **DLS Online** is provided via the domain www.DLSOnline.us with **TCDI** providing the SSL security certificate. If **The Diocese** requests to have **DLS Online** hosted on another server/domain, **The Diocese** is responsible for the SSL security certificate of said server/domain.
- Data may also be reviewed for inconsistencies and corrected if needed. **TCDI** will use the web application GoTo Assist in order to get onto **The Diocese** network with permission & supervision by an employee of **The Diocese** in order to do the review and correct data or download the data if the situation requires extensive review and correction.
- Telephone and email support provided by developers 24/7 at 618-431-8234. A guaranteed four (4) business hour response time will be provided including holidays.
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*TCDI or its heirs, successors, devisees, and assigns has ceased conducting business and **The Diocese** has given written notice to **TCDI** and the **Bank of Springfield** requesting delivery of the **DLS Source Code**; provided however, the **Bank of Springfield** shall not deliver the **DLS Source Code** to **The Diocese** until twenty-one (21) days after **The Diocese's** written notice to **TCDI** and the **Bank of Springfield** requesting delivery of the **DLS Source Code**, unless the **Bank of Springfield** has been served with an injunction or a restraining order, prior to the expiration of such period, preventing or delaying deliver of the **DLS Source Code** to **The Diocese**.*