

Support Services Agreement

This Support Services Agreement (the "Agreement") is made and entered by and between the user signing below ("User") and Helion Software, Inc. ("Helion"), and governs Helion's provision of the support services set forth in Sections 1-3 below (collectively, "Services"). This Agreement is effective as of the earlier of (a) the date signed by User or (b) User's receipt of Services from Helion. This Agreement supplements the terms and conditions of any applicable license agreement(s) between the parties; provided that, in the event of any conflict between this Agreement and any license agreement(s), this Agreement will control and govern with regard to the Services.

The parties agree as follows:

Supported Product (the "Product"):

Recording

- ☒ Receipting
- ☒ Indexing & Imaging
- ☒ Digital Research Room
- ☒ Marriage Licensing

The Services are provided for only current versions and one version back. Services for older versions are provided in Helion's sole and absolute discretion.

Other Services:

☐ Offsite Backup

1. Scope of Services

Helion's Services are divided into two types: 1) Incident and Request Services and 2) Product Updates. Items excluded from this Agreement are not provided by Helion unless the parties agree otherwise in writing.

2. Incident and Request Services

2.1. Support Hours:

Normal support hours are Monday-Friday between 7:00 am to 5:00 pm Pacific Time, excluding normal legal holidays observed by User. On-call support with an immediate response time is available for High priority incidents involving significantly degraded database performance or output issues. If issues cannot be resolved via phone, remote support, and/or video conference, Helion will send a customer support representative to User on an as needed basis.

2.2. Reporting, Response, and Management

2.2.1. User representative will report incidents or request support through published phone numbers or published e-mail addresses. The phone numbers are 1-866-HELION1 or 503-362-9394. The Helion support e-mail address is support@helionsoft.com. User will be notified of any changes.

2.2.2. Each incident and request will be assigned the following attributes by Helion in its sole and absolute discretion:

2.2.2.1. Priority – This level is used to indicate the urgency of the issue or bug. Options are:

High – Should be worked on immediately

Medium – There isn't an immediate need but there is a date and time that it will be required

Low – There is no date when this will be required

2.2.2.2. Type – This attribute is used to indicate the type of issue or bug. Options are:

General Support

Work Stoppage

Bug Report

Feature Request

Other

2.2.2.3. Status – This attribute is used to indicate the current status of the incident or request. Options are:

Open

Waiting for Reply – From User

Escalated

Closed

- 2.2.2.4. Product – The specific product or application referenced in this incident or request.
- 2.2.2.5. Version – The version number of the Product referenced in this incident or request.
- 2.2.3. Helion Incident Response and Resolution
 - 2.2.3.1. Helion will respond with an initial investigation plan and timeframe. This plan may be oral or in writing (including by e-mail).
 - 2.2.3.2. Once the initial investigation is complete, Helion will deliver a resolution plan and timeframe. This plan may be oral or in writing (including by e-mail).
 - 2.2.3.3. With the approval of the User, Helion will perform the planned resolution. For very simple issues, this might all occur in one conversation on the phone. For very complex issues, this might involve multiple meetings with User, project management, and putting a test version in a UAT environment.
 - 2.2.3.4. Once an incident is resolved, Helion will communicate with the User for resolution verification. If the User agrees that the incident has been resolved, Helion will close the incident. If the User has not responded within 30 days, the incident will be deemed resolved and closed by Helion.
- 2.2.4. Response and Resolution Time
 - 2.2.4.1. Response
 - 2.2.4.1.1. Helion will endeavor to respond to any incident or request where the priority is High, within two business hours. Response may be oral or in writing (including by e-mail).
 - 2.2.4.1.2. Helion will endeavor to respond to all other incidents or requests within sixteen business hours.
 - 2.2.4.2. Resolution Time
 - 2.2.4.2.1. Helion will use commercially reasonable efforts to resolve incidents in an appropriate timeframe.
 - 2.2.4.2.2. High Priority – Helion will assign the appropriate resources to work continuously on the incident until resolved, including after hours as needed and appropriate.
 - 2.2.4.2.3. In an emergency or if all other support options fail, Helion will have a technician on-site within one business day after a request from User.
- 2.2.5. Resolution

The resolution provided by Helion may include:

 - Providing a resolution to the problem immediately
 - Following analysis, providing documented steps toward problem resolution or a work-around
 - Performing configuration changes to the Product
 - Providing an updated version of the Product
 - Placing the feature request in a Helion prioritized future development list

3. Product Updates

- 3.1. All Product updates described below are included in the annual Services fee.
- 3.2. Updates include providing the User with all new releases, upgrades, and corrections to the Product, including the Product documentation. Updates also include all reasonably necessary assistance to help User in resolving problems with the use of the updates. Any third-party software bundled with the Product updates is also covered.
- 3.3. Release Schedule – the Product will typically be updated one to two times per year with additional features, improved speed, and improved functionality. Product updates are usually done remotely in coordination with the User. This is all included in the annual Services fee.
- 3.4. Any installation of a new version or change to the database will be done only with prior knowledge, consent and scheduling with the User IT department and any other affected department. User IT is responsible for a complete pre-update database backup.

4. Additional Services Provided by Helion

- 4.1. Helion will use commercially reasonable efforts to ensure that all modifications or specialized features made at the request of the User and performed by Helion may be ported to and supported in all future versions and releases of the Product.
- 4.2. Helion will provide on-going consulting on procedures for the backup and restoration of all databases required to run the Product.
- 4.3. Helion will consult with User technical staff as needed on the status of all databases required to run the Product and will use commercially reasonable efforts to ensure that all database indexes and database features are configured appropriately for the proper functioning of the Product.

- 4.4. Both parties will use reasonable administrative, technical, and physical data-security measures. Any breach in security of a party resulting in unauthorized access to or use of data processed under this Agreement will require notification to the other party without undue delay. Notification will include enough details of the breach to allow the other party to respond to the breach appropriately.

5. Services NOT Covered by Helion

- 5.1. Helion is not responsible for Services in instances in which User has made significant changes to the computing environment without consultation with Helion or in which User has made significant client workstation configuration changes, such as operating system version updates without consultation with Helion.
- 5.2. Helion is not responsible for remote or on-site training assistance unless specifically arranged through a separate services contract with Helion.
- 5.3. Helion is not responsible for Services on any products, services, or software that are not supplied by Helion. Without limiting the foregoing, if User uses any third-party software or other product (collectively, "Third Party Software") with the Product, User is solely responsible for determining whether to use the Product with Third Party Software. Helion will have no responsibility for any Third Party Software, including without limitation their availability, reliability, security, functionality, operation, or integrity.

6. User Group

The Helion Software Recording User Group meets one time a year to discuss the direction of software development and any issues that need to be addressed. All clients are encouraged to attend. Helion software improvements and updates are determined by our users.

7. Remote Access

- 7.1. Helion may require remote access to User systems (e.g., database servers) to provide the Services, including troubleshooting and updates. Helion uses the following remote-access providers to assist with provision of the Services:

- Remote Desktop
- Zoho Assist
- GoToMeeting or GoToAssist
- PC Anywhere
- Citrix
- Cisco Webex

User agrees to provide Helion with such access as it may reasonably request to provide the Services.

- 7.2. Helion will comply with any reasonably requested security requirements before engaging in remote access, including:
 - Static IP addresses
 - Security key FOBs
 - VPN Clients
 - Operating system standards
 - Virus protection standards
 - Helion staff background checks
 - Remote Access Assistance and Shadowing
- 7.3. In addition to remote access to User's systems, Helion sometimes offers remote training. During these training sessions, User would connect to Helion via the internet and a tool such as Zoho Meeting.

8. User Responsibilities

- 8.1. To receive Services, User acknowledges and agrees that it is responsible for the following:
 - 8.1.1. User must confirm that the following conditions are true:
 - 8.1.1.1. The situation giving rise to the question is reproducible;
 - 8.1.1.2. The hardware and operating systems meet current minimum Helion requirements;
 - 8.1.1.3. User's designated representatives will submit all questions to Helion. User's designated representatives must have knowledge regarding the facts and circumstances surrounding the incident;
 - 8.1.1.4. The full User system, including software and hardware, is available to the representative and accessible by them without limitation during any telephone discussions with Helion support personnel;

- 8.1.1.5. The representative will follow the instructions and suggestions of Helion's support personnel, using the full system.
 - 8.1.2. User must provide remote access as described in Section 7 (Remote Access).
 - 8.1.3. Software/Data Backup. User understands and agrees that Helion is not responsible for any loss of software or data and that all backups and backup verification are the sole responsibility of User.
 - 8.1.4. Payment. Helion must have received payment for Services within 30 days of the date of invoice. User shall pay an additional fee of 1.5% per month for invoices not paid within such 30-day period. In addition, Helion may suspend its provision of the Services if User has not timely paid all amounts due to Helion (whether under this Agreement or any other agreement between the parties). Except as otherwise provided under this Agreement, all fees are noncancelable and nonrefundable.
 - 8.1.5. Installation of newer versions. If the resolution of a problem requires the installation of a newer version of the Product, User agrees to install the new version as part of the resolution process. There is no additional cost for the new version.
 - 8.1.6. User Hardware and O/S and Server Hardware O/S and Database. User understands and agrees that the purchase, support, and maintenance of all User hardware and its operating system, server hardware, and its operating system and the SQL Server database software is the sole responsibility of the User.
- 8.2. Until User has complied with each of the aforementioned conditions, Helion reserves the right to withhold Services. Helion will notify User representatives of any corrective action necessary to obtain or continue Services.

9. Limited Warranty; Limitation of Liability; Indemnification

- 9.1. Helion warrants that the Services will be performed in a professional manner in line with industry standards. If User believes there is any nonconformance with this warranty, User must provide Helion with a reasonably detailed written notice within 30 days of the alleged nonconformance and allow Helion 30 days to cure. In Helion's sole and absolute discretion, it will either use commercially reasonable efforts to re-perform the Services to achieve conformance or, alternatively, terminate this Agreement and provide User with a pro-rated refund of any unearned Services fees that User has paid. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THERE ARE NO OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THE REMEDY SET FORTH IN THIS SECTION WILL BE USER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMANCE OF SERVICES, AND ALL SERVICES ARE OTHERWISE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.
- 9.2. To the maximum extent permitted by applicable law, Helion shall not be liable for any activity involving the Services with respect to the following:
 - 9.2.1. Lost profits, lost savings, loss of data, loss of use, business interruption, cost of procurement of substitute goods or services, or any other consequential, indirect, special, incidental, or punitive damages.
 - 9.2.2. User's use of the Services, or the results obtained.
- 9.3. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL HELION'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT, INDEMNITY, OR OTHERWISE EXCEED THE FEES PAID TO HELION BY USER IN THE 12 MONTHS BEFORE THE CLAIM AROSE.
- 9.4. User will indemnify, defend, and hold harmless Helion from and against any third-party claims arising out of or related to (a) any data provided by User; (b) any material breach of this Agreement by User; or (c) User's gross negligence or willful misconduct. User also agrees to pay Helion at Helion's then-current hourly rate for any assistance provided, and for all out-of-pocket costs and fees (including without limitation reasonable attorney fees) Helion may incur in connection with any action or proceeding arising out of User's relationship with Helion and/or use of the Services, including without limitation any legal or administrative proceeding, or public-records requests. Helion may require payment in advance of all such costs and fees and, in such event, will provide User with an estimate of such costs and fees and User will be responsible for paying such estimate within 30 days. If Helion incurs costs and fees beyond its estimate, it will invoice User for additional amounts in arrears as they are incurred. Without limiting the foregoing, if Helion is required by law (e.g., in response to a public-records request) to produce documents or information, User will pay Helion at Helion's then-current hourly rate for any assistance provided, and for all out-of-pocket costs and fees (including without limitation reasonable attorney fees) Helion may incur in connection with such obligation, and otherwise indemnify, defend, and hold harmless Helion in connection with such production.

10. General Terms

10.1. Term and Renewal:

- 10.1.1. This Agreement is valid for one year from date of purchase as specified in the invoice; provided that this Agreement will automatically renew for successive one-year renewal terms unless User provides notice of its

intent not to renew at least 90 days before the end of the then-current term. User will be invoiced for the next year 30 days before expiration of the then-current term.

10.1.2. Helion may change its rates, terms, and conditions for providing Services at any time. Helion, at its discretion, may terminate this agreement on 90 days' notice to User, in which case User will be entitled to receive a pro-rated refund of any unearned Services fees that User has paid. User, at its discretion, may terminate this agreement on 90 days' notice to Helion. Either party may terminate this Agreement if the other party materially breaches the Agreement; provided that the non-breaching party must provide at least 30 days' prior written notice and an opportunity for the other party to cure. User's right to receive Services will end upon termination or expiration of this Agreement.

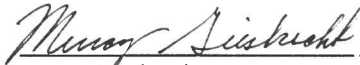
10.2. Entire Agreement: This Agreement is the entire agreement between the parties with respect to Services provided under it, and it may not be amended or modified without a written agreement signed by both parties.

10.3. The parties incorporate by reference Sections 7 (Confidentiality) and 12 (Miscellaneous) from their license agreement as though it is fully set forth herein.

Services Starting Date	10/1/2025
Services Ending Date	9/30/2026
Payment Due Date	12/31/2025

Total Contract Amount \$25,900

Helion Software, Inc.

	12/11/2025
Murray Giesbrecht	Date

CEO

User: See Signature Page
Signature _____

Name: _____

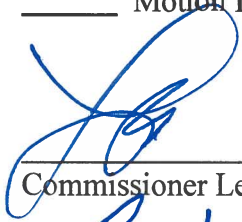


Title: _____

Date: _____

DATED this 16th day of December, 2025.

CANYON COUNTY BOARD OF COMMISSIONERS

- 2 Motion Carried Unanimously
- Motion Carried/Split Vote Below
- Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 Commissioner Leslie Van Beek	<u>✓</u>	<u> </u>	<u> </u>
 Commissioner Brad Holton	<u>x</u>	<u> </u>	<u> </u>
 Commissioner Zach Brooks	<u>x</u>	<u> </u>	<u> </u>

ATTEST: RICK HOGABOAM, CLERK

By: 
Deputy Clerk