

**Protecting your investment in HelpSTAR**

Help Desk Technology Corporation invests millions of dollars annually to upgrade, enhance and fix our software.

Keep your HelpSTAR installation current by subscribing to the:

**HelpSTAR® Annual Service Assurance Plan**



Subscribers to our ASAP receive:

Service	Description
Technical Support Service	Unlimited technical support for incidents.
Upgrades and Updates	All Updates and Upgrades as they become available.
Dedicated Client Success Manager	Your HelpSTAR ITIL certified Client Success Manager will assist your company to ensure your HelpSTAR installation is optimized using best practices. He or she will be available to discuss any questions regarding our product, provide information on upcoming features and monitor your account.
Annual Check-Up Consultation	A HelpSTAR Professional Service Consultant will review your HelpSTAR via a remote session. He or she will offer suggestions to optimize your environment, as well as discuss best practices for your help desk team.
HelpSTAR Community Access	Training Tutorials featuring step-by-step instructions on key functions in HelpSTAR. User Forums to communicate and gain feedback from other HelpSTAR users.

**Annual Service Assurance Plan**

HelpSTAR Renewal No. **27030**

**Provided To:**

Fort Bend County  
301 Jackson Street  
Richmond, TX 77469

**Attention:**

Limel Huang

Current HelpSTAR Installation Configuration		ASAP Plan Cost
<b>HelpSTAR Edition</b> HelpSTAR 2009 Enterprise for SQL	<b>Licensing Information:</b> 100 Privileged User Licenses	<b>\$8,908.00</b>
<b>Upgrade Plan Term</b> May 1, 2011 - Apr 30, 2012	Web Portal Custom Report Designer	

To renew your plan complete the following and return it by: **Apr 30, 2011**  
Email to: CustomerService@HelpSTAR.com Fax to: 800-815-4332 OR 905-629-4156

**Type of Payment:**

- I'd like to process this on my MasterCARD or VISA - See attached
- Provide me with an Invoice quoting Purchase Order No.: \_\_\_\_\_

Authorized by: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Credit Card Purchase Authorization**

Complete and fax to: 800-815-4332

I \_\_\_\_\_ hereby authorize HelpDesk Technology Corporation to process a transaction on the credit card indicated below, in the amount of \_\_\_\_\_ in payment of HelpSTAR Renewal No. \_\_\_\_\_

Card Type:





Cardholder Name (Please Print): \_\_\_\_\_

Card Number: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**HELPSTAR ANNUAL SERVICE ASSURANCE PLAN  
STANDARD TERMS AND CONDITIONS****Term**

The Client's subscription to the HelpSTAR Annual Service Assurance Plan is effective from the commencement date and shall continue for a period of one year.

**Responsibilities of Help Desk Technology Corporation**

For the charges stated herein, Help Desk Technology shall provide:

1. Technical Support Service via telephone, email and/or via desk-to-desk technology such as GoToMeeting. There is no limit to the number of technical support requests that can be submitted. Technical support is defined as 'problems' in the functioning of the HelpSTAR installation. Training style 'how-to' questions or consulting questions (such as "how should I...", or "what is the best practice...") are **not** covered by Technical Support.
2. An annual 'check up' session to review help desk challenges. This service is offered to the client by Help Desk Technology.
3. Software upgrades and upgrades made generally available during the term of this agreement. Software upgrades and updates are applied to previously purchased software license.
4. Improvements and enhancements to software documentation made generally available during the term of this agreement.
5. Unlimited access to online HelpSTAR Training Tutorials.

**Responsibilities of the Client**

1. The Client acknowledges that all software was purchased in accordance with Help Desk Technology's Software License Agreement and the Client agrees to abide by such conditions.
2. The Client agrees to maintain the Software to the latest revision level within six months of official release.

**Charges**

1. Payment of all charges is due on the first day of the period covered by the HelpSTAR Annual Service Assurance Plan.
2. In addition to the charges due under this Agreement, the Client agrees to pay or reimburse Help Desk Technology any taxes or charges resulting from this Agreement which are levied by a taxing authority, except for taxes based upon Help Desk Technology's net income.

**Limitation of Liability and Warranty**

1. Help Desk Technology's liability to the Client for damages of any nature shall not exceed the charge payable under this Agreement.
2. In no event will Help Desk Technology be liable for any loss of use, data, or profits or any special indirect or consequential damages.
3. This agreement does **not** cover loss of data from failure to perform prudent backups.

**Miscellaneous**

If any provision of this Standard Terms and Conditions document is declared invalid, the remaining provisions shall remain in full force and effect. These terms and conditions supersede all prior Annual Service Assurance Plan agreements and understandings between Help Desk Technology and the Client pertaining to the Software.

The defendant shall determine the governing law and legal jurisdiction for any dispute arising out of this plan.

In the event of litigation or alternative dispute resolution process the prevailing party will be entitled to recover attorney fees and expenses from the other party.

**From:** Paul Stewart  
**To:** Canty, Danita; Rangel, Michelle  
**CC:** Johnson, Laura  
**Date:** 3/10/2011 9:01 AM  
**Subject:** Re: Help Desk - IT Department

Then the agreement is approved as to legal form.

Thanks.

Paul J. Stewart  
Assistant County Attorney  
Chief- General Counsel Division  
Fort Bend County  
301 Jackson, Suite 728  
Richmond, Texas 77469  
Telephone No. 281-341-4555  
Fax No. 281-341-4557  
[stewapau@co.fort-bend.tx.us](mailto:stewapau@co.fort-bend.tx.us)

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>>> Danita Canty 3/10/2011 8:53 AM >>>  
Yes, it is.

Danita Canty, Buyer I  
Fort Bend County Purchasing  
281-341-8648 Phone  
281-341-8642 Fax

>>> Paul Stewart 3/10/2011 8:51 AM >>>  
Danita,

There are no contractual terms attached to the new agreement. Is this still being purchased under DIR-SDD-1009?

Thanks.

Paul J. Stewart  
Assistant County Attorney  
Chief- General Counsel Division  
Fort Bend County  
301 Jackson, Suite 728  
Richmond, Texas 77469  
Telephone No. 281-341-4555  
Fax No. 281-341-4557  
[stewapau@co.fort-bend.tx.us](mailto:stewapau@co.fort-bend.tx.us)

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>>> Danita Canty 3/9/2011 4:50 PM >>>  
Please review current agreement and previous agreement, and advise.

Thank you

Danita Canty, Buyer I