

University of Michigan University Library
SOFTWARE SUPPORT SERVICES AGREEMENT

Program: **DLXS**

Organization obtaining Services Agreement ("CONTRACTOR"): _____

CONTRACTOR Business Contact Person: _____

Business Address: _____

Business Phone & Email _____

This Agreement is made by and between The Regents of The University of Michigan, a constitutional corporation of the State of Michigan, ("MICHIGAN") and CONTRACTOR for the purpose of providing software support services for products developed by MICHIGAN. The parties agree as follows:

1) **SERVICES**

MICHIGAN agrees to provide software support services for the period of this Agreement. Support services shall include:

- a) Up to 40 hours of technical support to occur within 12 months of the date of this Agreement. Technical support will be provided primarily via email to a representative designated by CONTRACTOR.
- b) Free admission to annual DLXS training workshops held at MICHIGAN.
- c) DLXS updates will be available at the DLXS website and may be delivered via CD-ROM to a representative designated by LICENSEE.
- d) LICENSEE of the XPAT search engine will receive all XPAT software updates issued within 12 months of the date of this agreement. XPAT updates will be delivered via CD-ROM to a representative designated by LICENSEE. The terms and conditions of the XPAT License Agreement shall apply to all software updates received by the LICENSEE.

2) **COMPENSATION**

CONTRACTOR agrees to pay to MICHIGAN a fee of \$5,000 upon execution of this Agreement. Payment shall be made by approved credit card, electronic bank transfer, or check in U.S. currency, paid to the order of "The Regents of The University of Michigan", and sent to:

Digital Library Production Service
300 Hatcher North Bldg.
913 South University Ave.
Ann Arbor, MI 48109-1205
USA

3) MISCELLANEOUS

- a) This Agreement shall be construed in accordance with the laws of the State of Michigan. Should CONTRACTOR for any reason bring a claim, demand, or other action against MICHIGAN, its agents or employees arising out of this Agreement, CONTRACTOR agrees to bring said claim only in the Michigan Court of Claims.
 - b) THIS AGREEMENT REPRESENTS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN MICHIGAN AND CONTRACTOR AND SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, REPRESENTATIONS AND OTHER COMMUNICATIONS, VERBAL OR WRITTEN, BETWEEN THEM WITH RESPECT TO SUPPORT SERVICES FOR DLXS. THIS AGREEMENT MAY BE MODIFIED ONLY WITH THE MUTUAL WRITTEN APPROVAL OF AUTHORIZED REPRESENTATIVES OF THE PARTIES.
 - c) The terms and conditions of this Agreement shall prevail notwithstanding any different, conflicting, or additional terms or conditions which may appear in any purchase order or other document submitted by CONTRACTOR. CONTRACTOR agrees that such additional or inconsistent terms are deemed rejected by MICHIGAN.
 - d) Unless otherwise exempt therefrom, CONTRACTOR agrees that it will be responsible for any sales, use or excise taxes imposed by any governmental unit in this transaction except income taxes.
 - e) MICHIGAN and CONTRACTOR agree that any xerographically or electronically reproduced copy of this fully-executed agreement shall have the same legal force and effect as any copy bearing original signatures of the parties.
- 4) Where CONTRACTOR is the United States Federal Government or an Agency thereof, or any agent acting for or on behalf of the Government in executing this agreement, the following restriction shall apply:

UNITED STATES GOVERNMENT RESTRICTED RIGHTS

THE PROGRAM and any associated documentation are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in subdivision (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at 252.227-7013. Contractor/manufacturer is The University of Michigan, Ann Arbor, MI 48109.

5) TERM OF AGREEMENT

This Agreement remains in effect for 12 months from the date of the Agreement's execution and may be renewed by mutual consent of the parties.

UNDERSTOOD, ACCEPTED AND AGREED TO:

FOR CONTRACTOR:

Date: _____

Name: _____

Signature: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

E-Mail: _____

FOR THE REGENTS OF THE UNIVERSITY OF MICHIGAN:

Date: _____

Name: _____

Signature: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

E-Mail: _____