MYERS

Myers Information Systems
110 Elm Street
Westfield, MA 01085

SERVICE CONTRACT   52631

19R Hawley Street
Northampton, MA 01060

Phone: (413) 585-9820
Fax: (413) 585-9821

BILL TO:	SHIP TO:		
COMPANY **Iowa Public Television**	COMPANY **Iowa Public Television**	RENEW DATE	**10/01/19**
ADDRESS **6450 Corporate Drive**	ADDRESS **6450 Corporate Drive**	CUSTOMER NO.	**IPT002**
P.O.Box 6450	**P.O.Box 6450**	SALES REP.	**LCOLLINS**
Johnston, IA 50131	**Johnston, IA 50131**	TERMS	**NET 60**
CONTACT **John Milewsky**	CONTACT **John Milewsky**	BILL CYCLE	**QUARTERLY**
PHONE **(515)242-3100**	PHONE **(515)242-3100**		

PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
108797	3rd Party Software: Annual Licensing & Support Fee - 3rd party business logic & user interface software (REQUIRED)	11.00	$20.83	$229.10
100467	ProTrack PBS KIDS: Annual Licensing & Support Fee - Installed 8/1/2017	1.00	$231.75	$231.75
100222	MIS BackUP: Annual Service Fee - ProTrack TV database back-up and temporary restore service	1.00	$202.18	$202.18

108826	ProTrack TV: Annual Licensing & Support Fee
	- ProTrack is a licensed broadcast management software solution
	  - Inclusive of: Program managment, scheduling, sales & traffic enviornments
	  - Configured to support three (3) active & one (1) inactive channels (permitted channels)
	  - Digital: IPTV.1, LEARN.2 & WORLD.3 (ACTIVE)
	  - Analog: IPTV Kids (INACTIVE)
	- STATE OF IOWA: Please refer to SLA and ProTrack Support Policy for Agreement Terms
		1.00	$2,322.49	$2,322.49

100049	ProTrack TV Automation: Annual Licensing & Support Fee - Integration services between BMS & Automation - Vendor: Avid	1.00	$359.94	$359.94

COMMENTS		
	TAX:	$0.00
L3C19 Terms: NET 60. BILLED QUARTERLY CONTRACT COVERAGE DATES: 10/1/2019 - 9/30/2020	BILLING TOTAL:	$3,345.46
	ANNUAL TOTAL:	$13,381.85

CUSTOMER ACCEPTS ORDER AS INDICATED

Name (Please Print): _____

Authorized Signature: _____   Date: _____

Myers Information Systems, Inc.   July 15, 2019
110 Elm Street
Westfield, MA 01060

Iowa Public Television
P.O. Box 6450
Johnston, IA 50131

Attn: Stephani Bernard, Business Office Manager

Subject: Sole Source

This is to confirm that Myers Information Systems, Inc. is the sole developer, provider and maintainer of the ProTrack™ Software System. Myers Information Systems, Inc. is the only qualified provider for ProTrack updates and technical support.

Myers Information Systems, Inc. does not have a dealer network.

Respectfully,

Crist A. Myers
President and Chief Executive Officer

Myers Service Contract Terms & Conditions
Updated: January 1, 2013

Annual Support Agreements are required as Myers only supports the current and prior version of its ProTrack software, along with any applicable patches and maintenance releases.

Configurations necessary for project completion, which are contingent upon performance by a third-party vendor and/or client, are covered by the Annual Support Agreement.

Either party may terminate this agreement on written notice for material breach, provided the terminating party has given the other party thirty (30) days' notice and the opportunity to cure the breach. Except for breach of the Confidentiality Obligations or unauthorized software use, remedies for any breach are limited to amounts due under the agreement from the Client and one year's Support Fee from Myers.

In the event a client needs to terminate due to business or financial reasons and not for any material breach, the client must give Myers 60 days' notice of intent. Any unused prepaid services will be refunded after the 60 days, with the exception of any 3rd Party License fees.

Payment terms are NET 60; billing is 60 days in advance of effective date. Notices are sent at 60 days overdue and Finance Fees will accrue at 2% per month for any amount over 90 days, Service Termination is possible after 90 days unpaid balances.

ProTrack Support Policy
Applications, Modules & Interfaces
July 2014

The Myers Technical Support Team is dedicated to providing world-class technical assistance to our Clients, working with them as partners to ensure that ProTrack and related modules, interfaces and ongoing services are deployed, maintained and upgraded in an efficient, cost-effective manner.

We fully understand that timely delivery of accurate solutions is critical to our Clients' continued business success. As such, our annual support fees provide for periodic remote monitoring and basic maintenance of all associated Myers installed 3rd party software, as well as 24/7 technical support for ProTrack applications, modules and/or interfaces.

While we will fix any bugs in our software in a timely manner and at no cost to the Client, additional support in matters such as network setup, network hardware configuration, hardware problems, software enhancements or trouble-shooting of errors caused by the Client or their hardware will be charged at an hourly rate or as agreed in advance.

Myers will only support the current and prior version of ProTrack, along with any patches and maintenance releases that may be applied to them. Myers Technical Support will coordinate with each client to schedule a mutually agreeable time for software upgrades once available.

This Policy defines the software maintenance and support services that Myers will provide to subscribing ProTrack users. Myers reserves the right to modify the conditions of this Policy or the pricing structure that it defines at any time.

PROTRACK SUPPORT

Clients can contact the Myers technical support team 24 hours a day, 365 days a year. The ProTrack support agreement includes support of Myers products, periodic system management services, and regular software updates (as part of maintenance releases), as well as assistance in the unlikely event of system downtime/failure. More specifically, the agreement offers the following:

System Maintenance:

- Remote monitoring of systems on a periodic basis for basic system health, including:
  - Operating system and third party software upgraded as appropriate - this will only be performed upon consultation with the Client
  - Addressing operational problems with the installed software, so long as this pertains to the software's designed capabilities

Product Support:

- Initial application, module and/or interface setup and configuration *(unless otherwise stated)*
- Verification and correction of identified program errors
- All patch and maintenance releases of the software
- All major releases of the software
- Priority-based e-mail response 24 hours a day, 365 days a year
- Unlimited access to the ProTrack Knowledgebase (http://support.myersinfosys.com/kb/)
  - Manuals, Release Notes, FAQs, White Papers, Downloadable links, Videos, etc.

Contacting MIS Technical Support:

Clients can contact Myers' technical support team 24 hours a day, 365 days a year. The Myers technical support department is open standard business hours Monday – Friday from 8:30am until 5:30pm ET. A technician is also available for after-hour emergencies *(see 'After Hours' below for additional definition)*.

All Myers Technical Support issues should be submitted online through our ProTrack Knowledgebase 'Ask Question' submission forms (http://support.myersinfosys.com/kb/). To make that as easy as possible, we've configured the ProTrack Knowledgebase environment to cache login information so users can quickly toggle to it to submit an inquiry. When submitting inquiries through the online form, users will be presented with a list of related articles that may be of help as they type their inquiry. In addition, we will be able to add inquiries and our responses to them so that future inquires that are similar in nature can be resolved in a more timely manner. Please note that all contact/station information will be removed before any article is published in the ProTrack Knowledgebase as to not identify who asks what questions.

For time sensitive inquiries, the Myers technical support department can be reached by phone at (413) 585-9820 X 2.

Clients are encouraged to provide as much information about the equipment, configuration and problem as possible. In an effort to make best use of your time with Technical Support, please provide the following information about the issue:

- Description of the problem
- List of steps that produced the problem, along with any errors encountered
- Screen shots as appropriate

RESPONSE & RESOLUTION TIMES:

Business Hours (Monday – Friday 8:30am-5:30pm ET):

The time required to diagnose and resolve a problem depends on many factors, including the type of problem, the information provided, and Myers' ability to reproduce the problem at our site. If the reported problem involves incorrect use of ProTrack software or a specific operating procedure, Myers can usually provide assistance the same or next working day, and often immediately. Some solutions may result in the recommendation of additional online or onsite training.

If the reported problem involves an error in core ProTrack software or documentation, Myers will attempt to provide a workaround solution or documentation clarification within two business days. If the error cannot be corrected with a workaround but requires a modification to code, Myers will incorporate those solutions into the next reasonable software release and update product documentation as necessary. Exceptions will be considered on a case-by-case basis and resolved in a manner that is mutually agreeable.

After Hours (Monday – Friday 5:30pm – 8:30am ET; Saturday – Sunday 12:00am – 11:59pm ET):

Response times for issues and defects in mission-critical applications received after-hours are based on the priority of the problem. The following classifications will be used to prioritize the reported defects and define Myers' response. The approach to after-hours support assumes that Myers will respond after business hours only if the issue requires immediate attention. Each after-hours support call or defect report will be acknowledged by a Myers Technical Support Team member within two (2) hours of initial notice. A priority will be assigned to each reported defect, and must be mutually agreed upon by both Myers and the Client.

Priority 1: A defect in which a critical tool or function is not performing according to the documentation and implies a serious disruption that would stop or delay production. Myers will immediately use all reasonable efforts to begin diagnosis and attempt resolution of the Priority 1 problem. Myers will promptly provide a workaround to the problem that is acceptable to Client and recommend a final resolution and time frame for resolving the problem.

Priority 2: A defect in which a minor tool or function is not performing according to the documentation and there is no known work around. This type of defect allows continued use of the application but results in operational disruptions. Myers will use reasonable efforts to begin diagnosis and attempt resolution of the Priority 2 problem before the end of the next business day following initial notice. If Myers cannot resolve the problem within that time, Myers will use reasonable efforts to provide a workaround to the problem that is acceptable to Client and recommend a final resolution and time frame for resolving the problem.

Priority 3: A defect in which a frequently used but non-critical tool or function is not performing according to the documentation. This type of defect causes no significant delays in production. Myers will use reasonable efforts to begin diagnosis and attempt resolution of the Priority 3 problem within five (5) working days. If Myers cannot resolve the problem within such time, Myers will use reasonable efforts to provide a workaround to the problem, if available, that is acceptable to the Client, and recommend a final resolution and time frame for resolving the problem.

All other reported defects will be dealt with according to the 'Business Hours' support policy.

Myers may request that a Client provide remote access to the application's environment. This access may be provided through an external connection such a VPN (Virtual Private Network) to verify configuration and provide support. If a Client is not able to provide access via an external connection, then that Client may be required to supply additional hardware and equipment.

Problems Not Associated with ProTrack Software:

ProTrack software works in an integrated, corporate environment and any Client-specific configuration can affect its operation. A Client configuration contains many elements over which Myers has no direct control - for example, non-Myers software versions and custom extensions. While Myers makes every possible effort to ensure a peaceful coexistence between ProTrack and other components of the environment, each Client is responsible for managing this integrated environment.

This Policy does not cover technical support for defects or errors in other hardware or software components of a Client's environment - for example, database or other third-party software. If Myers discovers that the problem is a defect or error in the Client environment, Myers will spend up to approximately one (1) hour trying to diagnose the problem and attempt to suggest a workaround, at no cost. At the completion of the one hour and upon Client approval to move forward, Myers will bill at the then current Technical Support Analyst hourly rate for all additional effort expended and time incurred.

Sole Source:

Myers is the sole developer, provider and maintainer of the ProTrack TV & ProTrack Radio software applications and associated modules and interfaces. We are the only provider for ProTrack updates and technical support and do not have a dealer network.