ITEM NO. 13

STAFF REPORT

CITY OF OCEANSIDE

DATE: March 18, 2015

TO: Honorable Mayor and City Councilmembers

FROM: Police Department

SUBJECT: **APPROVAL OF A POLICE COMPUTER AIDED DISPATCH (CAD) SYSTEM AGREEMENT AND AN APPROPRIATION OF $694,536 TO FUND THE SYSTEM**

SYNOPSIS

Staff and the Police and Fire Commissions recommend that the City Council approve a Professional Services Agreement with TriTech Software Systems of San Diego, in an amount not to exceed $694,536 for a new Computer Aided Dispatch (CAD) System for the Police Department; appropriate $694,536 from the General Fund Assigned CAD account to the Police Administration account; and authorize the City Manager to execute the agreement.

BACKGROUND

The Oceanside Police Department's current CAD system was purchased approximately 13 years ago, when the Police Department was providing dispatch services to both Police and Fire. At that time, the Police Department entered into an agreement with TriTech Software Systems, who built a "fire based" CAD system that had a police component within the software. In December 2006 the Fire Department moved their dispatch responsibilities to the North County Dispatch Joint Powers Authority, commonly referred to as "North Com," while the Police Department continued to use the "fire based" CAD system for police services.

Since the original CAD system was built as a "fire based" dispatch system with a police component within the software, OPD has constantly gone through system upgrades and creative modifications to meet the City's public safety needs. As a result, the system has frequently broken down or "frozen," which has caused dispatch staff to manually track police officers out in the field and the calls for service that were received. The system also does not have the capability to provide managerial reports, electronic officer logs, and a number of other analytical tools.

In November 2013 with City Council approval, OPD issued a Request for Proposal (RFP) for a new integrated computer aided dispatch system. Three CAD vendors submitted proposals. Only one vendor, TriTech Software Systems, submitted a proposal for a CAD system designed specifically for the Police Department that is also in alignment with the Federal NexGen 911 initiative. TriTech Software Systems' proposal was the only

competitive and viable CAD system bid that met the specific RFP requirements of the OPD.

ANALYSIS

TriTech Software Systems' proposal consisted of replacing the existing two-source fire dispatch system with a single source police-specific CAD system. The proposal includes replacing servers, other related system hardware, all existing system software and necessary training to effectively utilize the myriad new system functions.

The system purchase price includes the most advanced TriTech Inform software for active searches, including analytical and management search capabilities. The software provides managers with the ability to glean statistical information for employee production and activity levels. The "Inform Mobile" software enables officers to search the CAD system for real-time secure critical information while in the field. Officers will have secure access to information that can save lives and protect property.

The "TriTech.com IQ" module provides real-time alerts and notifications upon the arrival of new information matching registered searches. TriTech.com IQ is a central repository for public safety data. Data may be refined by enabling filters according to date range, data sources, agencies etc.

TriTech Software Systems is a San Diego based vendor who provides CAD systems to police and fire departments nationwide. Reference checks and site visits to outside vendors revealed TriTech's solid reputation for quality and service. OPD is convinced that the purchase of this new single-source police CAD system will significantly enhance the service delivery model from point-of-contact to dispatcher to patrol staff. OPD field personnel will have a more user friendly and faster response time mobile system, enabling them to conduct investigations and prevent criminal activity while in the field by retrieving critical pieces of information from the new CAD system. The existing CAD system does not have the mobile data retrieval function.

All previously agreed upon and binding contracts with TriTech Software Systems will terminate upon installation of the new CAD system.

FISCAL IMPACT

The funding source is General Fund Assigned CAD 101.3020.0195. OPD has reserved and allocated $1,336,629 in funds for the new CAD system. $694,536 will be appropriated to account number 500010101.5706 to pay for the purchase of the new CAD system including system hardware/software, installation, training and project contingencies.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

The Police and Fire Commissions were advised of this matter at their regular quarterly meeting on January 15, 2015.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff and the Police and Fire Commissions recommend that the City Council approve a Professional Services Agreement with TriTech Software Systems of San Diego, in an amount not to exceed $694,536 for a new Computer Aided Dispatch (CAD) System for the Police Department; appropriate $694,536 from the General Fund Assigned CAD account to the Police Administration account; and authorize the City Manager to execute the agreement.

PREPARED BY:

Raymond Bechler
Captain, Administrative Services Division

SUBMITTED BY:

Michelle Skaggs Lawrence
Interim City Manager

REVIEWED BY:

Frank S. McCoy, Police Chief

Jane McPherson, Interim Financial Services Director

Yukari Krause-Brown, I.T. Division Manager

ATTACHMENTS:

Professional Services Agreement

CITY OF OCEANSIDE
PROFESSIONAL SERVICES AGREEMENT

PROJECT: Inform CAD System and Inform Mobile System for the Oceanside Police Department

THIS AGREEMENT, dated March 18, 2015 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and TRITECH Software Systems, hereinafter designated as "TRITECH."

WHEREAS, the CITY and TRITECH entered into an End User License Agreement dated February 8, 2000 (the "End User License Agreement"); and

WHEREAS, the CITY and TRITECH agree that this Agreement shall supersede and nullify any prior End User License Agreements.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **PROJECT SCOPE.** The project is more particularly described as follows: A new Computer Aided Dispatch (CAD) system for the Police Department that is a combination of existing software licenses, new software licenses, new hardware, implementation services, custom components, project management, user training and first year annual software support and system maintenance.

   The purpose of the project is to replace the existing CAD software system with a more robust intuitive system that includes automated real-time secure access to critical information including mobile access to the same information. The new system also provides a secure public safety repository of all related data enabling a very powerful public safety search engine, analytics and reporting tools.

   The project Statement of Work (SOW), attached hereto as **Exhibit A,** more specifically details the project deliverables, software licenses, hardware implementation steps, custom solutions, data conversion requirements and training. The summarized Project Pricing and Payment Milestones are set forth attached hereto as **Exhibit B. Exhibit C** attached hereto more specifically defines the software support requirements and provides the software support matrix. The detailed Project Timeline is set forth attached hereto as **Exhibit D**. The TriTech.Com IQ Subscription License and Use Agreement attached hereto as **Exhibit E,** enables the CITY to access TRITECH's hosted online software program to utilize the CITY owned CAD data for analytics and reports. The Iron Mountain Source Code Escrow documents attached hereto as **Exhibit F,** are included to ensure the Inform CAD and Inform Mobile software code is maintained in a secure environment.

Project changes made to the Statement of Work (SOW) of certain components of the System may impact the cost and timelines for other areas of the Project. No changes may be made affecting any aspect of the project without an approved formal project change order signed by the City's Project Manager/Police Captain and the TRITECH Project Manager.

All services will be performed between the hours of 8:00 AM and 5:00 PM, Pacific Time, Monday through Friday.

Installation Services will be performed based on the quantities that are listed in **Exhibit B.** Installation services will be provided for the production environment and test/training environment as set forth in **Exhibit B.**

Standard Interfaces are developed and enhanced within TRITECH's version process for the TRITECH software applications (such as Inform CAD). Changes to standard Interfaces will require adherence to the development life cycle therein. Updates or upgrades to standard Interfaces that are delivered within this project life cycle will require the CITY's system to be on the current production release of the TRITECH software application(s).

TRITECH map conversion services, does not include making changes to the CITY's supplied GIS source data. TRITECH GIS conversion is a one-time service. The CITY will be responsible for the maintenance of the GIS maps subsequent to this project.

2. **INFORM CAD ANNUAL SOFTWARE SUPPORT AND MAINTENANCE AND SUBSCRIPTION SERVICE LICENSE AND USE OF TRITECH.COM IQ.** Inform CAD and Inform Mobile software support and maintenance is more particularly described in **Exhibit C,** TRITECH Inform CAD and Inform Mobile Annual Software Support which defines the annual software support parameters and is hereby made part of this Professional Services Agreement. As an existing end user of TRITECH's VisiCAD and VisiNet Mobile applications, software support is an ongoing function. Beginning on the date that the CITY accepts the implemented upgrade to Inform CAD and Inform Mobile, as defined in section 13, software support for the CITY's existing TRITECH VisiCAD and VisiNet Mobile systems will cease and support will begin for Inform CAD and Inform Mobile, including TRITECH interfaces. As further defined in **Exhibit C**, support fees paid for the CITY's existing TRITECH software licenses will be prorated (or credited as applicable). The separate subscription service license and use of TRITECH.com IQ, including support, is more particularly described in **Exhibit E. Exhibit E** TriTech.com IQ Subscription Service License & Use Agreement is a separate agreement specifically defining the CITY's use of TRITECH's online subscription

services that enable the CITY to perform analytics and create reports using defined CITY owned data. The TriTech.com IQ agreement is hereby made part of this Professional Services Agreement and the overall project Scope of Work. As further defined therein, the TriTech.com IQ agreement may be cancelled by either party at any time for any reason, with or without cause, upon a 30 day written notice to the other party.

At all times during the term of this Agreement or any renewal period, each party shall require that its employees do not engage in a disrespectful, demeaning, or abusive manner in dealing with the other party and its employees. Any such behavior shall be reported in writing to the party's supervisor, manager, or executive as applicable.

3. **SOFTWARE LICENSE.** Subject to the terms and conditions herein and provided that the applicable license fees set forth in **Exhibit B** are paid in full, TRITECH grants to the CITY a nonexclusive, nontransferable, right and license to use the TRITECH Inform CAD, Inform Mobile, and applicable interface software listed in **Exhibit B** (collectively the "TRITECH Software") and its associated documentation (the "TRITECH Documentation") and nonexclusive, nontransferable right and license to access and use the functionality of the TRITECH Software solely for the CITY'S own internal use. This license does not grant the CITY any title or right of ownership in the TRITECH Software or TRITECH Documentation. The CITY may make copies of the TRITECH Software for backup or archival purposes only. The CITY may also make copies of the TRITECH Documentation solely for its own internal purposes, provided that all copyright and trademark notices on the original are included on such copies. The TRITECH Software license granted herein is for object code format only, and does not include a license or any rights to source code.

TRITECH retains all right and title to the TRITECH Software and TRITECH Documentation not expressly granted in this Agreement.

If applicable, third party products providing supplemental software code to the TRITECH Software and not subject to separate licensing provisions shall be licensed in accordance with the provisions of this Section3. All right and title to such third party software and its associated documentation shall remain with the vendor thereof.

Each copy of the TRITECH Software provided under this Agreement and identified in **Exhibit B** may be used in a standby mode on only one Standby Computer System at any one time as a backup in the event of a failure, malfunction or other out of service condition of its Primary Computer System. In the event its Primary Computer System fails to operate, the Standby Computer System may be enabled to function in its place. When the Primary Computer System returns to its normal

operational mode, the Standby Computer System and the TRITECH software installed on such system must be returned to its standby mode.

The TRITECH Software and TRITECH Documentation may not be used to operate a service bureau, or time-sharing service, outsourcing service or other third party services or businesses that provide computer aided call taking and emergency vehicle dispatching to third parties. Notwithstanding the above, the CITY shall be entitled to use the TRITECH Software at designated locations for itself and other agencies/entities in San Diego County, CA.

The CITY shall not use the TRITECH Software except as provided in this Agreement. Without limiting the generality of the foregoing, the CITY shall not (a) modify the TRITECH Software; (b) sell, sublicense, create derivative works, or transfer the TRITECH Software or TRITECH Documentation.

The CITY acknowledges that the TRITECH Software is subject to the export laws and regulations of the United States. The TRITECH Software is classified EAR 99 (No License Required). However, said export laws and regulations prohibit or make subject to special controls the export or re-export of the TRITECH Software or the TRITECH Documentation to certain countries listed in Country Group E in Supplement No. 1 to Part 740 of the U.S. Export Administration Regulations ("Prohibited Countries"), to certain persons and entities on the Denied Persons List contained in Supplement No. 2 to Part 764 of the Regulations and to certain Specially Designated Nationals and Blocked Persons listed by the U.S. Office of Foreign Assets Control (OFAC) (collectively "Prohibited Persons"). Accordingly, the CITY shall not, directly or indirectly, export, re-export, license, sell, give, loan, transfer, disclose or otherwise grant access to the TRITECH Software or the TRITECH Documentation to any Prohibited Country or Prohibited Person, to any foreign national of a Prohibited Country, to any person affiliated with a Prohibited Person, or to any person or entity outside the country in which the designated location is located without the express written consent of TRITECH. These prohibitions shall apply whether said person or entity is a subsidiary, parent, sister company or other affiliate of the CITY.

4. **COPYRIGHT & TRADE SECRET INFRINGEMENT.** TRITECH will, at its expense, defend against any claim, action or proceeding by a third party ("Action") for infringement by the TRITECH Software of copyright or trade secrets, provided that the CITY immediately notifies TRITECH in writing of such Action and cooperates fully with TRITECH and its legal counsel in the defense thereof. TRITECH may in its discretion (i) contest, (ii) settle, (iii) procure for the CITY the right to continue using the TRITECH Software, or (iv) modify or replace the TRITECH Software so that it no longer infringes (while maintaining substantially equivalent functionality and performance to that described in the user

documentation.) The CITY may participate in the defense of such Claim at its own expense. If TRITECH concludes in its sole judgment that none of the foregoing options are commercially reasonable, and the CITY'S use of the TRITECH Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in respect of such Claim, then TRITECH will return to the CITY the TRITECH Software license fee(s) paid by the CITY under this Agreement, less a portion of said fee(s) for the CITY'S use of the TRITECH Software, prorated over a period of three (3) years, and the licenses granted in this Agreement shall terminate. In addition, in the event such Claim results in a final money judgment against the CITY which does not arise, wholly or in part, from the actions or omissions of the CITY, its officers, directors, employees, contractors, agents, or elected officials, or a third party, TRITECH will indemnify the CITY therefrom to the extent indemnification for such judgment is not provided under the CITY'S insurance policies (unless the CITY is self-insured in which case the preceding clause shall not apply).

Notwithstanding the above, TRITECH shall have no duty under this Section 4 with respect to, and the CITY shall not bring an action against TRITECH for indemnification or other causes of action with respect to, any Claim arising from or related to infringements (i) by the equipment or operating system software upon or with which the TRITECH Software runs, (ii) arising out of modifications to the TRITECH Software not made by or under the direction of TRITECH, (iii) resulting from use of the TRITECH Software to practice any method or process which does not occur wholly within the TRITECH Software, or (iv) resulting from modifications to the TRITECH Software prepared pursuant to specifications or other material furnished by or on behalf of the CITY. This section states the entire obligation of TRITECH regarding infringement of intellectual property rights, and it will survive the termination of this Agreement.

5. **WARRANTY.** Unless otherwise expressly provided in this Agreement, the TRITECH Software licensed hereunder is provided "as is", without warranty and will be added to and supported in accordance with the software support agreement (**Exhibit C**).

TRITECH MAKES AND THE CITY RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. **CONFIDENTIALITY.** TRITECH acknowledges that it may receive confidential information from the CITY in connection with this Agreement ("City Confidential Information"). The CITY'S Confidential Information includes but is not limited to business information or data, including patient identifying data, defendant or complainant information. TRITECH shall take all reasonable precautions necessary

to maintain and protect the confidentiality of any such information with no less degree of care that it uses to protect its own confidential information, and to ensure that it shall be used only for the purposes of this Agreement except as required by law. For clarification, the CITY's Confidential Information shall not include TRITECH'S or its subcontractors or vendors intellectual property.

The CITY understands and agrees that the TRITECH Software and TRITECH Documentation (including without limitation subsystem software and documentation) including, but not limited to, the source code, object code, the Operational Scenario Documents, Interface Requirements Documents and Acceptance Test Procedures, the Statement of Work, the software design, structure and organization, software screens, the user interface and the engineering know-how implemented in the software constitute the valuable properties and trade secrets of Contractor or the applicable vendor thereof (collectively "Vendor Proprietary Information"), embodying substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to TRITECH or the applicable vendor a competitive advantage.

The CITY agrees during the term of this license, and thereafter, to hold the Vendor Proprietary Information, including any copies thereof and any documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for the CITY'S exercise of the license rights granted hereunder or required to comply with a court order.

In the event source code is loaded on the CITY'S computer system at any Designated Location or any other location in connection with TRITECH'S performance under this Agreement, or for any other purpose, the CITY shall keep such source code strictly confidential and shall not, without the written authorization of TRITECH (and, if applicable, the concerned subcontractor), access, use, copy, modify, distribute, disclose or otherwise exercise or permit the exercise of any rights to such source code by any person, including but not limited to the CITY'S employees, agents or contractors. This provision is intended by the parties to prohibit, among other things, CITY access to source code by any person and for any reason.

The CITY shall not attempt or authorize others to attempt to learn the trade secrets, technology, ideas, processes, methods of operation, know-how and/or confidential information contained in the Software by duplication, decompiling the TRITECH Software, disassembly, other forms of reverse engineering, or other methods now known or later developed.

The CITY shall inform TRITECH promptly in writing of any actual or suspected unauthorized use, copying, or disclosure of the Vendor Proprietary Information.

If any Vendor Proprietary Information is subject to any Federal or State statutes(s) providing for public access or disclosure of public records, documents or other material, the CITY shall (i) provide to TRITECH (and, if applicable the concerned subcontractor) written notice of any request or other action by a third party under said statute(s) for release, access, or other disclosure thereof, (ii) provide to TRITECH (and, if applicable the concerned subcontractor) a reasonable opportunity to respond to and/or oppose such action in the appropriate forum and (iii) take such steps as are permitted under said statutes to assert in response to such action any exemptions or other protections available thereunder to prevent, restrict and/or control the public release, access and/or disclosure of the Vendor Proprietary Information.

The obligations specified under this Section 6 shall survive the termination or rescission of this Agreement.

7. **INDEPENDENT CONTRACTOR.** TRITECH'S relationship to the CITY shall be that of an independent contractor. TRITECH shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the CITY. TRITECH shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. TRITECH shall provide a list to the CITY of any and all TRITECH employees or agents of TRITECH performing work in connection with this project onsite at the CITY'S premises, or who will access the CITY'S computer system and all shall be subject to the approval of the CITY.

TRITECH maintains a security program for managing access to client data – particularly HIPAA and CJIS information ("Security Approved Personnel"). This includes 1) a pre-employment background check; 2) security training required by Federal CJIS regulations; and 3) criminal background checks/fingerprints required by Federal or State regulations. TRITECH will work with the CITY to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

If required by the CITY, TRITECH will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the TRITECH staff's job assignment. If the CITY requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the CITY'S site, the CITY will reimburse TRITECH for the cost of TRITECH Security Approved Personnel traveling to the CITY'S site or for a vendor (such as Live Scan) to travel to the applicable TRITECH office location. This provision will apply during the installation of the Project and for the duration of the CITY'S Software Support Agreement.

8. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, TRITECH hereby certifies that TRITECH is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and TRITECH will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

9. **LIABILITY INSURANCE.**

9.1. TRITECH shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of TRITECH, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

9.2 TRITECH shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance (bodily injury and property damage)	
Combined Single Limit Per Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000*
Commercial General Liability Insurance (bodily injury and property damage)	
General limit per occurrence	$ 1,000,000
General limit project specific aggregate	$ 2,000,000
Automobile Liability Insurance	$ 1,000,000

*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of TRITECH under this Agreement.

9.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by TRITECH to restore the required limits. TRITECH shall also notify the CITY promptly of all losses or claims over $25,000 resulting from work performed under this contract, or any loss or claim against TRITECH resulting from any of the TRITECH'S work.

9.4 All insurance companies affording coverage to TRITECH for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

9.5 All insurance companies affording coverage to TRITECH pursuant to this agreement shall be insurance organizations authorized, or admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

9.6 TRITECH shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

9.7 TRITECH shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

9.8 Failure by TRITECH to maintain the required insurance coverage and to provide such a new Certificate of Insurance on an annual basis shall be considered a default by TRITECH and may subject TRITECH to a suspension or termination of work under the Agreement.

9.9 Maintenance of insurance by TRITECH as specified in this Agreement shall in no way be interpreted as relieving TRITECH of any responsibility whatsoever and TRITECH may carry, at its own expense, such additional insurance as it deems necessary.

10. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, TRITECH shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million Dollars ($1,000,000.00).

TRITECH shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

11. **TRITECH'S INDEMNIFICATION OF CITY AND LIMITATION OF LIABILITY.** To the greatest extent allowed by law, TRITECH shall indemnify and

hold harmless the CITY and its officers, agents and employees against all claims for direct damages to persons or property arising out of the negligent acts, errors or omissions or wrongful acts or conduct of TRITECH, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. TRITECH's indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, TRITECH at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of TRITECH. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of the CITY, or its officers, employees, agents or contractors, TRITECH'S obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

IN NO EVENT SHALL EITHER PARTY BE LIABLE, WHETHER IN CONTRACT OR IN TORT, FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER A PARTY HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

TRITECH's indemnification of CITY shall not be limited by any prior or subsequent declaration by TRITECH.

Notwithstanding the foregoing, the total liability of TRITECH for any claim or damage arising from or otherwise related to this Agreement, whether in contract, tort, by way of indemnification, or under statute shall be limited to direct damages which shall not exceed (i) the contract price set forth in **Exhibit B** or; (ii) for claims arising under Exhibit C Inform CAD and Inform Mobile Software Support, the total software support fees paid for the term in which the claim arises; or (iii) in the case of bodily injury, personal injury or property damage for which defense and indemnity coverage is provided by TRITECH'S insurance carrier, the coverage limits of such insurance.

12. **COMPENSATION.** TRITECH's compensation for all work performed in accordance with this Agreement shall not exceed the total contract price of **$631,396.87** without advance written approval by the CITY prior to performing any work that results in additional expenses to the CITY including travel related expenses. TRITECH must submit a written project change order to the project Police

Captain or the City Manager for any project changes requiring the use of the project contingency funds. Under no circumstances shall the fixed contract price exceed **$694,535.87** inclusive of travel expenses and project contingency funds.

Payment milestones for this project are as follows: 25% of all Software and Services due at Contract Signature; 20% of all Software and Services due at Installation; 30% of all Software and Services due at Go Live (live production use); and 25% of all Software and Services due at Acceptance as defined in Section 13 of this Agreement. Travel costs will be invoiced as costs are incurred. Contract completion will be determined by the CITY's signature on a Task Completion Report at completion of the thirty (30) day Acceptance Test Period, or when the CITY determines all required testing error corrections have been completed, as defined in Section 13 of this Agreement.

Hardware and third party software will be invoiced at 100% as these items are delivered to the CITY. Hardware costs will only be paid with proof of delivery, e.g., packing slips. A written invoice must be submitted for payment for all project specific hardware purchases. The CITY will pay all approved invoices within 30 days. All hardware warranty documentation and third party software licenses must be provided to the CITY.

The CITY will only incur California State Sales Tax charges for hardware purchases. Only direct download of software is acceptable for all software installation, upgrade or replacement. The CITY does not utilize software media. Sales tax is not incurred on software upgrades, professional services, implementation services, project management services and support services.

Annual software support and maintenance cost increases may not exceed the Consumer Price Index (CPI-U) for San Diego County for the previous twelve-month period. In the event of a negative or 0% increase in the CPI, there will be no increase in the Software Support fee for the affected renewal term. Additional licenses purchased by the CITY during any annual support term will result in additional support fees for the added licenses.

Except as otherwise provided herein, the CITY will not incur any additional training costs outside of the training costs outlined in **Exhibit B**. In the event of cancellation of a scheduled training session by the CITY, a cancellation fee not to exceed $1,000.00 may be imposed by TRITECH in order to reschedule resources.

13. **SYSTEM TESTING.** Functional Acceptance Testing (FAT) will be conducted on each of the Subsystems of Inform CAD and Inform Mobile in a production environment prior to Go Live and prior to the User Training as further defined in Section 1.3 of the Statement of Work (**Exhibit A).**

Beginning on the date of Go Live (live operational use), Inform CAD and Inform Mobile will be tested for a thirty (30) day Acceptance Test Period to verify operational functionality in a live production environment. If no Critical Priority or Urgent Priority Software Errors (as those terms are defined in **Exhibit C** Software Support Agreement) are reported during such thirty (30) day period, a Task Completion Report (TCR) will be submitted to the CITY'S Project Police Captain for his signature to confirm the City accepts the results of the system tests.

In the event that a Critical Priority Software Error occurs during the thirty (30) day Acceptance Test Period, the test period will be stopped and restarted once TRITECH has provided a resolution in accordance with Exhibit C.

In the event that an Urgent Priority Software Error occurs between day one (1) and day thirty (30), the test period will be suspended and resumed from the day the resolution has been provided in accordance with **Exhibit C**, e.g. if the test period is suspended on day sixteen (16), the test will resume on day sixteen (16); but in any event will allow for at least five (5) days of testing should an Urgent Priority Software Error occur during the last five (5) days of the Acceptance Test Period.

Upon successful completion of the thirty (30) day Acceptance Test Period, TRITECH'S Project Manager will provide a final TCR to the CITY'S Project Police Captain for signature. The Police Captain will sign the TRC only after the CITY accepts the final functional testing results.

14. **Source Code Escrow.** Subject to payment of the applicable escrow fees by the CITY, and the CITY's execution of the applicable escrow documents, **(Exhibit F)**, TRITRECH shall, on or before the occurrence of the Go Live date for the TRITECH software (less Interfaces and CAD Modifications), enroll the CITY as a Preferred Beneficiary of TRITECH's Source Code escrow account with Iron Mountain (the "Escrow Agent"). The location of the software escrow shall be Iron Mountain's storage facilities in Norcross, GA. The CITY shall pay all escrow fees and expenses associated with the CITY's portion of the Escrow Account, including but not limited to the first year escrow set-up fee, which is included in **Exhibit B** of this Agreement, and the annual escrow account renewal fee, which will be paid within 30 days of receiving an annual escrow account renewal invoice, and outside of this agreement.

14.1 Each month, TRITECH shall deposit in Escrow updated Source Code containing all updates to the TRITECH Inform CAD, Inform Mobile CAD software and/or interfaces released during the preceding month and any released for live operations during the preceding month. The Source Code Escrow shall remain in effect until (i) the CITY provides TRITECH with written notice of cancellation of the CITY's participation in the source code

escrow services, (ii) the CITY'S escrow account is cancelled by the escrow agent due to non-payment of the annual renewal cost, (iii) or this Agreement is terminated. Source Code released under the terms of the Source Code Escrow Agreement (**Exhibit F)** shall be deemed part of the TRITECH software licensed under this Professional Services Agreement, except as modified below:

14.2 The Source Code shall be released to the CITY only upon the occurrence of any of the following conditions:

14.2.1. TRITECH's persistent and uncured failure to carry out or provide for the carrying out of material warranty or software support obligations imposed by this agreement and/or the Software Support Agreement **Exhibit C,** between the CITY and TRITECH with respect to the TRITECH Inform CAD, Inform Mobile CAD software, which failure persists for a period of 30 calendar days after written notice from the CITY to TRITECH asserting such failure and the intention to demand release of the Source Code from escrow, or

14.2.2 TRITECH's failure to continue to do business in the ordinary course without providing an alternate source of warranty or software support by a ready, willing and able assignee.

14.3 The escrowed Source Code and other material released to the CITY hereunder shall be subject to all of the terms and conditions of this Agreement, including without limitation the Confidentiality provisions herein, except as specifically modified in this paragraph. Without limiting the generality of the foregoing, the Source Code shall, except for periods of actual use, be kept in a secure, locked container and/or a secure protected computer file with access limited only to those with a need to know for purposes of software maintenance.

14.4 Provided that a release of Source Code is rightfully made hereunder, the CITY is granted a license to copy and use the Source Code for the sole purpose of software maintenance. For the purpose of these Source Code Escrow provisions, the term "software maintenance" means correction of software errors and preparation of software modifications and enhancements. If the CITY creates new and original computer code not derived from the TRITECH software or the ideas, processes, methods of operation, technology or know-how implemented therein, in the process of software maintenance, the intellectual property rights (including copyright, patent and trade secret) in and to that specific new and original code shall be owned by the CITY. No rights to distribute the Source Code or derivative works therefrom are granted hereunder.

15. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise agreed to by all parties. All work shall be completed in accordance with **Exhibit A** Statement of Work, and **Exhibit D** Project Schedule. The Project Schedule may be modified only at the mutual written agreement of the CITY and TRITECH.

16. **ENTIRE AGREEMENT.** This Agreement and its Exhibits comprise the entire integrated understanding between CITY and TRITECH concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

    This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

    Every term in this Agreement is considered to be severable by the Parties. To the extent that if any term of this Agreement or the Professional Services Agreement is in conflict with governing law, that provision shall be enforceable to the extent allowed by law.

17. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY. TRITECH shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

    Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

18. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

19. **TERMINATION OF AGREEMENT**. The CITY may terminate this Agreement for convenience, with or without cause, by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay TRITECH for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY

shall be required to compensate TRITECH only for work performed in accordance with the Agreement up to and including the date of termination.

20. **SIGNATURES**. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the TRITECH and the CITY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

TRITECH SOFTWARE SYSTEMS

By: _____
Christopher D. Maloney, President and CEO

By: _____
Blake Clark, Chief Financial Officer

95-3871079
Employer ID No.

CITY OF OCEANSIDE

By: _____
Michelle Skaggs Lawrence, Interim City Manager

By: _____
Frank McCoy, Police Chief

APPROVED AS TO FORM:

_____
John Mullen, City Attorney

NOTARY ACKNOWLEDGMENTS OF TRITECH MUST BE ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)

On March 2, 2015 before me, Jennifer Bertsch Wilson,
Date *Here Insert Name and Title of the Officer*

personally appeared Blake Clark, Chris Maloney
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JENNIFER BERTSCH WILSON
Commission # 2045333
Notary Public - California
San Diego County
My Comm. Expires Oct 14, 2017

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

EXHIBIT A - STATEMENT OF WORK

Oceanside Police Department

Version 5

TRITECH
SOFTWARE SYSTEMS

© 2003-2014 TRITECH Software Systems

Unpublished: Rights reserved under the copyright laws of the United States.

All information in this document is proprietary and confidential and owned by TRITECH Software Systems™. No part of this document may be reproduced or transmitted in any form or by any means, electronic or mechanical, for any purpose, without the express written permission of TRITECH Software Systems.

Trademarks

Microsoft, Windows, Microsoft Access, Microsoft Excel, Microsoft Exchange, and Microsoft Word are either registered trademarks or trademarks of Microsoft Corporation in the United States and other countries.

Inform CAD, Inform Mobile, Inform CAD Browser, Inform IQ and Inform Analytics, and Inform CAD GISLink are trademarks of TRITECH Software Systems.

ArcGIS, ArcMap and ArcCatalog are registered trademarks of Environmental Systems Research Institute (ESRI) in the United States and other countries.

Table of Contents

Table of Contents iii

1 Overview 1

1.1 Statement of Work 1

1.2 Project Implementation Definitions 1

1.3 System Testing Process 2

1.3.1 Functional Acceptance Testing 2

1.3.2 Integration Testing 2

1.4 General CITY Responsibilities 3

1.5 Project Exclusions 4

2 Project Deliverables 6

2.1 Overview of Project Deliverables 6

3 Project Initiation and Planning 8

3.1 Overview 8

3.1.1 TRITECH Responsibilities 8

4 TriTech Project Roles and Responsibility 8

4.1 Overview 8

4.2 TRITECH Project Manager 9

4.3 Systems Engineer 9

4.4 Inform CAD Business Analyst 9

4.5 Inform Mobile Business Analyst 10

4.6 GIS Analyst 10

4.7 Training Specialist 10

4.8 CITY Installation Services Team 10

5 Recommended CITY Roles and Responsibilities 10

5.1 Overview 10

5.2 Project Manager 11

5.3 System Administrator 11

5.4 Inform CAD Administrator 12

5.5 Inform Mobile Administrator 12

5.6 GIS Analyst 12

5.7 Inform CAD Supervisors 12

5.8 Subject Matter Experts 13

5.9 Application Trainers 13

5.10 Information Technology 13

6 Project Controlling Processes 14

6.1 Overview 14

6.1.1 TRITECH Responsibilities 14

6.1.2 CITY Responsibilities 15

6.2 Change Management Process 15

6.2.1 TRITECH Responsibilities 15

6.2.2 CITY Responsibilities 15

7 Project Execution 15

7.1 Overview 15

7.2 System Installation 15

7.2.1 Review Hardware Specifications 15

7.2.2 Hardware Procurement Process 16

7.2.3 Site Preparation and Readiness 16

7.2.4 TRITECH Responsibilities 16

7.2.5 CITY Responsibilities 17

7.2.6 System Installation 18

7.3 Implementation of Inform CAD 19
7.3.1 Legacy Premise and Caution Notes Data Conversion 20
7.3.2 TRITECH Responsibilities 20
7.3.3 Geographical Information Services 21
7.3.4 Inform CAD Discovery Workshop 23
7.3.5 Inform CAD Base System Code File Entry 25
7.3.6 Inform CAD Configuration Validation Workshop 26
7.3.7 TRITECH Responsibilities 27
7.3.8 CITY Responsibilities 27
7.3.9 Inform CAD Functional Acceptance Testing (FAT) 28
7.3.10 Inform CAD Training 29
7.4 Implementation of Inform Mobile 32
7.4.1 Inform Mobile Discovery Workshop 32
7.4.2 Mobile Map Data Import 33
7.4.3 Mobile Configuration 33
7.4.4 Mobile Functional Testing 33
7.4.5 Mobile Training 34
7.5 Implementation of System Interfaces 35
7.5.1 Inform Standard Interfaces' Requirement Gathering and Configuration 35
7.5.2 Interface Functional Acceptance Testing 36
7.6 Integration Testing of Inform CAD, Inform Mobile, and Interfaces 37
7.7 Implementation of Inform IQ and Analytics 37
7.7.1 Subscription 37
7.7.2 Services 37
7.7.3 Description of TRITECH services 38
7.7.4 Training 38
7.7.5 Implementation Process 40
7.8 System and Subsystem Go Live 42
7.8.1 Inform CAD, Mobile, and Interface Go Live 43
7.9 Acceptance Test Period 44
8 Project Closure 44
8.1 System Transition 44
9 Appendix A - Required Inform CAD Configuration Validation Workshop Code File build 46
10 Appendix B - Contracted Modifications to Standard TRITECH Software Products 52
11 Appendix C - Standard TRITECH Interfaces 53
Test Environment: 53
NCIC State Message Server 54
12 Appendix D - Custom TriTech Interfaces 55
13 Appendix E - Custom Reports 56
14 Appendix F – eGROUP Statement of work 57
15 Appendix G – Sample Report Forms 58

1 OVERVIEW

1.1 Statement of Work

In accordance with the terms and conditions of the Professional Services Agreement (the "Agreement"), this Statement of Work (SOW) defines the services and Deliverables that TRITECH Software Systems will be providing to the City of Oceanside Police Department, CA hereinafter referred to as "CITY". To the extent any provisions herein is inconsistent with the Agreement including any of the Exhibits the Agreement shall govern.

This project description includes the services and Deliverables specified by the Agreement, including TRITECH Software and Services, and applicable Subcontractor activities, Third Party products and services for the implementation of the System and Subsystems (e.g., Inform CAD, Inform Mobile, Interfaces) specified in the Agreement (collectively the "Project").

In some cases, the framework of Deliverables documented by this SOW for this Project is further defined through additional documents such as: Interface Requirements Documents (IRD), Legacy Data Conversion Documents, User and Administrator Documentation and Training Materials.

The number and type of software licenses, products, or services provided by TRITECH are specifically listed in **Exhibit B** and any reference within this document does not imply or convey a software license or services that are not explicitly listed in **Exhibit B**.

The Inform CAD and Inform Mobile software will be installed at the following physical location:

Oceanside Police Department
3855 Mission Avenue
Oceanside, CA 92056

1.2 Project Implementation Definitions

The following terms are used in this document. Since these terms may be used differently in other settings, these definitions are provided for clarity.

- "Deliverable" means an item of equipment, software, services and other items acquired as specified in the Agreement.
- Project Schedule means the schedule providing dates and timeframes for completion of tasks and Deliverables during the course of this Project. The Project Schedule is subject to change at the mutual agreement of TRITECH and the CITY as further described in this SOW, and as set forth in Section 15 of the Agreement
- Standardized Documents: Interface Requirements, System Planning Document
- Standard Interface Requirement Document (IRD) defines the functionality of the Standard Interfaces. These documents are standard, published TRITECH documents, and are not specific to a CITY.
- The Operational Scenario Document (OSD) provides an operational description of a capability or feature within the applicable TRITECH solution in sufficient detail that both CITY and TRITECH team mutually agree to the expected deliverable. The OSD provides the "what", "how," and the

information flow (including data flow and data elements, when appropriate) of the capability or feature. The OSD does not provide the technical or internal design of how TRITECH's Development team will accomplish the requested feature. An OSD will be provided for each contracted product customization to be developed. Once approved by the CITY, the OSD becomes the basis for TRITECH's development. Once approved, any further changes requested by the CITY to the OSD and/or design may incur additional costs to the CITY.

- The Legacy Data Conversion Document captures the database mapping schemas for import of Premise Records and Caution Notes Records to Inform CAD.

1.3 System Testing Process

TRITECH has created a standard Functional Acceptance Testing (FAT) methodology which is designed to allow the CITY to thoroughly evaluate and verify the functionality of the Software applications that are deployed by TRITECH. These procedures include several steps that are described in later sections of this SOW, and include the following:

1.3.1 Functional Acceptance Testing

Functional Acceptance Testing (FAT) is conducted on each of the Subsystems prior to Go Live and to conducting the User Training on these applications and staging them for Go Live. The focus of these series of tests is to verify that each Subsystem meets the functions as described in TRITECH's FAT Checklist, using the applicable TRITECH documentation.

During the scheduled FAT, in accordance to the FAT documents, TRITECH and the CITY project personnel will work to identify any errors where a Subsystem does not function as required by the CITY. Any such errors will be documented by TRITECH and the CITY on the FAT exceptions list. Errors listed on the FAT exception list will be classified as follows:

a. Go Live Issues: Issues in the Subsystem that the CITY determines prevents the CITY from performing normal daily and monthly operations and therefore must be corrected prior to Go Live.

b. Post Go Live Issues: issues identified in the FAT testing that do not prevent the CITY from performing normal daily and monthly processes and therefore can be corrected after the subsystem Go Live through the Customer Service/Software Support process for TRITECH's Inform products.

1.3.2 Integration Testing

Once the FAT is successfully concluded for all subsystems that are scheduled to Go Live together and in preparation for Go Live, TRITECH and the CITY will conduct Integration Testing. Typically Inform CAD, Inform Mobile, and CAD interfaces Go Live together.

The Integration Testing for CAD and its Subsystems will be conducted based on a number of scenarios that test the call flow from the call creation to disposition in CAD. These scenarios include the Mobile and Interfaces that can be tested in the pre-production environment and are scheduled to Go Live at the same time. A small group of the CITY staff will participate in this test with TRITECH.

TRITECH will work with the CITY on defining a set of test six (6) scenarios that test the system based on the CITY'S practices. It is recommended that the CITY utilizes sample calls from their legacy system. These scenarios must be signed off by the CITY prior to commencement of the Integration Testing. At the successful completion of Integration Testing without any issues that prevent the System to be taken Live, the

CITY and TRITECH will meet to discuss all facets of the System and make a unified decision that the System is ready for Go Live. TRITECH will prepare a Go Live Authorization Letter to be signed by both TRITECH and the CITY confirming the Parties' agreement that the System is ready for Go Live.

1.3.3 Acceptance Test Period

Beginning on the date of Go Live (live operational use) for Inform CAD and Inform Mobile will be tested for a thirty (30) day Acceptance Test Period to verify operational functionality in a live production environment. If no Critical Priority or Urgent Priority Software Errors (as those terms are defined in Professional Services Agreement Exhibit C Inform CAD and Inform Mobile Software Support Agreement (the "Software Support Agreement") are reported during such thirty (30) day period, a Task Completion Report (TCR) will be submitted to the CITY'S Project Police Captain for his signature to confirm the City accepts the results of the system tests.

In the event that a Critical Priority Software Error occurs during the thirty (30) day Acceptance Test Period, the test period will be stopped and restarted once TRITECH has provided a resolution in accordance with Exhibit C.

In the event that an Urgent Priority Software Error occurs between day one (1) and day thirty (30), the test period will be suspended and resumed from the day the resolution has been provided in accordance with Exhibit C, e.g. if the test period is suspended on day sixteen (16), the test will resume on day sixteen (16); but in any event will allow for at least five (5) days of testing should an Urgent Priority Software Error occur during the last five (5) days of the Acceptance Test Period

The System is deemed Accepted upon successful completion of the thirty (30) day Acceptance Test Period and the CITY's signature on the Task Completion Report (TCR) as further defined in the Agreement.

1.4 General CITY Responsibilities

In addition to those CITY responsibilities stated elsewhere in this SOW, the CITY is responsible for:

1) Electrical facilities (e.g., outlets, generator and other electrical infrastructure facilities) required for this project, including necessary maintenance.
2) Cabling (e.g., power, network, interface and other electrical and data transmission lines) required for this project, including necessary maintenance.
3) Network/communications connections (e.g., LAN/WAN, commercial wireless, telephone, VPN, and other voice/data connections), or ongoing network/communications charges associated with installation, operation or support of the proposed system including the establishment and maintenance of security accounts.
4) Configuration and/or programming of network routers, switches and bridges – this includes providing information to TRITECH staff on any firewalls within the overall network that the system will operate and necessary port access for the system to operate in accordance with TRITECH documentation.
5) The installation, configuration, maintenance (including patch management and upgrades) of Microsoft, VMware and other third party software required by the System.
6) The installation of servers into racks and the connection of such servers to network switches.
7) The assignment of machine names and IP addresses for servers to be utilized by the System. This includes joining the servers to the network and the assignment of security accounts as specified by TRITECH documentation.

8) Any hardware and third party software necessary for implementing the system other than the hardware and third party software listed in the Agreement as a TRITECH Deliverable (listed as a line item in the Price and Payment section) for the Agreement. This will include workstations, server hardware, network equipment, telephone or TDD equipment, performance test software, Microsoft or Disaster Recovery Software and the like.

9) Configuration, maintenance, testing, and supporting the Third Party Systems that the CITY operates and which will be interfaced with as a part of this project. Specifically, the CITY operates and supports ANI/ALI, Paging, Station Alerting, third party RMS systems, NCIC connection, etc. The CITY is responsible for maintaining and supporting these systems in good working order. The CITY is responsible for providing Application Programming Interface (API) documentation to these systems that document the integration process for the level of interface integration as described by TRITECH's Interface IRD's. The CITY is also responsible for any cost associated with the development, or configuration of the Third Party System Vendor side of the Interfaces.

10) Consoles, furniture or fixtures, as well as any modifications to install equipment, used for Systems or Subsystems specified by the Agreement into existing consoles, furniture, vehicles or existing facilities. Installation of Workstations into consoles, furniture, vehicles or like items, is the responsibility of the CITY.

11) Active participation of the appropriate personnel with the necessary background knowledge and availability in the Project implementation meetings and working sessions during the course of the Project. Examples of such implementation sessions are: Discovery Workshop, Configuration Validation Workshop, Functional Testing, Training, regular Project meetings, discussions regarding Interfaces, system installation planning, and the like.

12) The provision of Code Files and GIS data as requested by TRITECH staff. This information must be provided on a timely basis in order to meet the project timelines. This information will be provided in a format requested by TRITECH staff in accordance with TRITECH Documentation.

13) The timely review and approval of Project documentation as further defined in this SOW.

14) Provide a facility with the required computer and audio-visual equipment for training.

15) TRITECH pricing for this Project assumes that all CITY- supplied products and services required to support the project will be delivered according to this agreed to SOW, based upon a mutually agreed upon Project Schedule. This timeline will require a commitment by CITY staff to attend project meetings, attend training, and execute action items in a timely fashion. Should the CITY find that it is unable to support the agreed to schedule, TRITECH reserves the right to execute a mutually agreed to Project Change Order. The Change Order will make the necessary modifications to schedule and/or scope of the project and must be agreed to by all parties in writing.

16) The CITY is responsible for providing remote connectivity to TRITECH for the purpose of installation, configuration, testing, and troubleshooting of TRITECH's applications at the CITY site. TRITECH's approved remote connectivity methods are described in the System Planning Document.

1.5 Project Exclusions

1) TRITECH Software Systems provides software applications that it develops. These applications are sold as and are considered to be "Commercial Off The Shelf" (COTS) software packages. The functionality of these products will be based on TRITECH's current design and functionality of these COTS products, unless otherwise indicated in the Agreement.

2) Work, software, services, hardware, Systems, Subsystems, product/software modifications, or any other Deliverables not explicitly stated in the Agreement will not be included in the Project.

3) Any modification to TRITECH standard products or customizations to such products that are not explicitly stated in the Agreement are excluded from the scope of this Project.

4) Changes in scope will only be executed through a mutually agreed upon Change Management Process, as described in the Project Management Plan.

5) TRITECH is not responsible for the deficiencies in the CITY's internal or contracted network to support remote Inform CAD, or Inform Mobile workstations.

6) TRITECH is not responsible for the deficiencies in a CITY's internal or contracted network to support some of the extended features of Inform Mobile and Inform Field Based Reporting products due to bandwidth or limitations in wireless coverage.

2 PROJECT DELIVERABLES

2.1 Overview of Project Deliverables

This project will provide a combination of software and services that comprise the System for use by the CITY. The individual Subsystems to be provided comprise the overall System.

The goal of this Project is to install and configure a new Inform CAD and Mobile system for the CITY. The system will provide a single agency hierarchy for Police. TRITECH will issue a credit for the TRITECH Software licenses currently held by the CITY as reflected in Exhibit B of the Agreement. The implementation services for the following will be performed in accordance with the Agreement:

1) Inform CAD Server Software (6 – 20 Positions) (1)
2) Inform CAD Positions (11)
3) Inform CAD GISLink Utility (1)
4) Inform CAD Archive and Reporting Server (1)
5) Inform CAD Routing Server (1)
6) The following System Interfaces:
    a. Standard ANI/ALI Interface (1)
    b. Standard Alpha Numeric Paging Interface (1)
    c. NCIC/State Query Position for Inform CAD (11)
    d. NCIC/State Message Switch (Inform CAD/Inform Mobile) (1)
7) Inform CAD Browser (1 – 40 Concurrent Users) (1)
8) Standard CAD to RMS Interface (Existing MOT RMS) (1)
9) Inform Mobile Server Software (41-100 Positions) (1)
10) Inform Mobile Base Position with CJIS/NCIC Forms (90)
11) Inform CAD Test/Training System (1)
12) Inform Mobile Test/Training System (1)

The Agreement also provides licensing for the following additional TRITECH licenses:

1) TriTech.com IQ subscription (one year) (1)
2) TriTech.com Analytics subscription (one year) (1)

This project incorporates the existing and new TRITECH software licenses into a System that will be installed and configured for the CITY to meet their technical and operational needs. The following implementation services are included in this Project:

1) Inform CAD Discovery Workshop, Configuration Validation Workshop, and Business Analysis Services
2) Inform Mobile System Implementation Services
3) Inform CAD and Mobile training, as specified in the Agreement
4) Premise and Caution Note CAD data conversion services
5) TriTech.com IQ and Analytics training as specified in the Agreement

6) Inform CAD GISLink training

7) Mapping conversion services for Inform CAD and Mobile

8) Installation services

9) Go Live services

10) Interface configuration services

Implementation of different components of the System is performed in a series of interrelated processes. Some processes can be performed concurrently while others are sequential in nature. TRITECH has implemented process gates to ensure successful completion of tasks in the optimal order before a subsequent activity begins.

Any reference within this document to services associated with a specific software product does not imply or convey a software license for products that are not listed in the Agreement or this section 2.1.

2.1.1.1 Standard TRITECH Software Deliverables

The functionality provided by Standard TRITECH Software Products, including Interfaces (the core TRITECH Software and Interfaces without any Modifications) is defined by TRITECH Standard documentation such as User and Administration Guides for TRITECH's major Subsystems such as Inform CAD, Inform Mobile, GISLink, Standard Interfaces and other Standard Software products. Standard Interface Requirement Documents (IRD) defines the functionality of the Standard Interfaces. These documents are standard, published TRITECH documents, and are not specific to CITY.

Standard TRITECH Interface Software to be delivered through this Project is identified as software licenses in the Agreement. The functionality provided by Standard TRITECH Interface Software is defined by TRITECH IRDs.

Any Modification to the functionality of Standard TRITECH Software within the System, or Subsystems, shall follow the Change Management Process as described in this Statement of Work. The scope of the Modification will be described in an Operational Scenario Document (OSD). Release of all Modifications to TRITECH's Standard Interfaces will follow Subsystem release cycles (i.e., Inform CAD).

2.1.1.2 Custom TRITECH Software Deliverables

2.1.1.2.1 Officer Log Report

TRITECH shall work together with the CITY to fully define the requirements for an "Officer Log" report. Custom development requirements are captured in an OSD. OSDs are reviewed with the CITY and submitted for their signature. The CITY's signature on the OSD is TRITECH's authorization to proceed with design and development to fulfill the requirements. The OSD captures the intended functionality to be provided, and details the workflow of its operation and use. The OSD does not present nor include TRITECH's technical design, which is determined in a later phase of the development process.

Note: The CITY's review and approval of the OSD is an early project checkpoint in the development of the custom report functionality. Concurrence on the OSD by the CITY is needed before TRITECH is authorized to submit the work to the design phase. Delayed concurrence on the OSD can have a cascading effect upon the Project Schedule.

3 PROJECT INITIATION AND PLANNING

3.1 Overview

Project Initiation and Planning consist of those processes designated to establish when and how the Project will be implemented while further elaborating on Project Deliverables. During the planning phase, the TRITECH Project Manager will hold a remote Kick-Off meeting via conference call with the CITY's Project team. During the Kick-Off meeting, the TRITECH Project Manager will provide an overview of the following:

1. The TRITECH Execution Process.
2. A high level description of Project Deliverables.
3. Roles and responsibilities for the Project team members.
4. A high level review of the preliminary Project Schedule including projected Project milestones and checkpoints.
5. Describe the work that has been either completed, is in progress or is due to begin within the immediate future.
6. Review any project related questions from the CITY's team.

3.1.1 TRITECH Responsibilities

a) Assign a Project Manager to the Project to kick-off the Project.

b) Conduct the Kick-Off meeting.

c) Produce required documentation to support the Project activities (such as Standard IRDs, System Planning Document, etc.)

d) Identify and engage the TRITECH Project team responsible for carrying out Project Execution.

e) Discuss Project Schedule.

3.1.1.1 CITY Responsibilities

a) Assign a Project Manager for the Project.

b) Schedule the appropriate personnel & facilities from the CITY's team to attend in the Project kick-off. This should also include key stakeholders that may not participate routinely in Project operations, but who have authority or responsibility over the Project.

c) Identify and engage the CITY's Project team.

d) Discuss and define the Project Schedule with TRITECH Project Manager.

4 TRITECH PROJECT ROLES AND RESPONSIBILITY

4.1 Overview

TRITECH will appoint a team of specialized personnel that will implement the Project under the direction of TRITECH's Project Manager and the CITY's Project Police Captain. The team will be multi-disciplinary and the team members may specialize in different products or Subsystems. Team members may be engaged in different phases of the Project as necessary and in some cases are involved in the Project for a limited

timeframe. Any personnel changes by TRITECH will be discussed with and agreed upon by the CITY in advance. Such agreement will not be unreasonably withheld.

The descriptions of personnel roles noted below provide an overview of typical Project team members. Other personnel may be involved under the direction of the TRITECH Project Manager in order to complete the requirements of the Project.

4.2 TRITECH Project Manager

TRITECH has appointed a TRITECH Project Manager as the principal TRITECH contact who will be responsible for managing TRITECH's responsibilities related to the implementation of the Project, as described in this SOW and within the scope of the Agreement.

The TRITECH Project Manager utilizes a standardized methodology for project implementation, project management, and risk identification and management. TRITECH's Project Manager is responsible for Project scheduling and management of TRITECH Project personnel and applicable Subcontractor/supplier resources, budget management, identification and management of Project risks, and communication with the CITY's Project team. The TRITECH Project Manager will be responsible for the collaborative coordination of CITY resources in an effort to ensure that avoidable Project delays will be minimized.

The TRITECH Project Manager is involved in the Project beginning with the SOW development and continuing through post Go Live Project closure activities. The TRITECH Project Manager will be an active participant in many of the milestone events through the course of the Project including Discovery Workshop, Configuration Validation Workshop, and Go Live. The TRITECH Project Manager will organize a bi-weekly Project status call with the CITY's Project Police Captain or designee and necessary Project team members. Additionally, the TRITECH Project Manager will provide the Project Police Captain with a written Project Status Report on a monthly basis.

4.3 Systems Engineer

The Systems Engineer is responsible for configuration of Standard TRITECH Interfaces. The Systems Engineer will additionally participate in testing of each of these Subsystems. In some cases, Development Engineers may perform the role of the Systems Engineer for specialized interfaces, particularly for CAD to RMS interfaces.

4.4 Inform CAD Business Analyst

The Inform CAD Business Analyst is responsible for the configuration of the CAD based on the CITY's system requirements, business rules, configuration data, and reporting needs. The Business Analyst will provide consultation services to the CITY with regard to the configuration and operation of CAD. The Inform CAD Business Analyst is also responsible for conducting the CAD Discovery Workshop (Configuration Validation Workshop), performing the testing and providing consulting support throughout the Project implementation life cycle.

After the completion of the Configuration Validation Workshop session, ownership for continued Code File configuration and maintenance transfers to the CITY. At this stage, the Business Analyst will serve as a consultant for the CITY's further configuration of the CITY's CAD system until the CITY's System is in live operation. These activities are described in later sections of this SOW.

The Business Analyst will be an active participant in many of the milestone events through the course of the Project and will participate in bi-weekly Project status calls, as needed.

4.5 Inform Mobile Business Analyst

The Inform Mobile Business Analyst is responsible for the configuration of the Inform Mobile based on the CITY's system requirements and the dispatch and field users' operations. The Business Analyst will provide consultation services to the CITY with regard to the configuration and operation of Inform Mobile. The Inform Mobile Business Analyst is also responsible for conducting the Mobile Discovery Workshop, performing the testing, delivery of Train the Trainer and Inform Mobile Administration Class, as well as providing consulting support throughout the Project implementation life cycle.

4.6 GIS Analyst

As part of the implementation team, TRITECH utilizes a GIS Analyst that specializes in geographical information technology. The GIS Analyst is responsible for: 1) performing an analysis and preparing a report regarding the CITY's GIS source data including street centerline data, route-ability, and response area polygon data based on TRITECH specified requirements for Inform CAD and Inform Mobile; 2) consultation services regarding converting the GIS source data for use in CAD and Mobile; 3) providing training for applicable TRITECH GIS tools; and 4) preparing the one-time GIS data import for Inform CAD and Inform Mobile.

These GIS activities are intended to provide information that will allow the CITY to optimize the accuracy and quality of CITY GIS data during Project implementation.

4.7 Training Specialist

Training for TRITECH applications is provided by TRITECH Training Specialists. Training staff for Third Party Products and functions, if applicable, will vary by the type of product and training proposed.

This process is described in greater detail in the training sections of this document, related to each of these products.

4.8 CITY Installation Services Team

TRITECH's CITY Installation Services (CIS) team is responsible for installation and integration of TRITECH Software onto the system hardware that is identified for this Project. This team will work closely with the CITY's staff to coordinate IP and network addressing, security accounts, network connections, and remote access to the System.

5 RECOMMENDED CITY ROLES AND RESPONSIBILITIES

5.1 Overview

Implementation of the Subsystems in a manner that meets the CITY's operational needs requires collaboration with the CITY's team. In general, the CITY's Project team should include staff experienced in the operation and administration of the CITY's current public safety technology systems as applicable to the scope of this project. Such teams may include representatives from the Inform CAD, Inform Mobile users and stakeholders. These "subject matter experts" need to be engaged through the course of the Project from initiation until live operations, and may be involved in the support and maintenance of the System and Subsystems after Go Live.

These recommendations do not speak to specific positions. Rather, this information defines specific responsibilities and estimated time commitment. The CITY may elect to create individual positions, combine

responsibilities, and/or assign responsibilities within their current organizational structure. The CITY needs to periodically assess its staffing needs based on changes in the CITY's operational use of this technology.

Often, there is overlap with these core responsibilities - therefore, the team can generally be kept to a small group, dependent upon the complexity of the system being implemented and the number of Subsystems.

In addition, it is recommended that the CITY, early within the implementation process, identify those persons that will be responsible for the ongoing maintenance of the CITY's System to include the technical and business processes. The application Administrators (Inform CAD, and Inform Mobile), as well as the System Administrator, are very key to the success of the Project. It is paramount that the CITY develops this team during the implementation process so that the CITY successfully achieves a degree of self-reliance with the understanding of each of the Systems in addition to the generalized technical responsibilities.

5.2 Project Manager

The CITY's Project Police Captain is the principal CITY contact who will manage a team of CITY Project personnel. The CITY's Project Police Captain manages and coordinates CITY's resources responsible for completing assigned Project tasks and activities.

Activities include facilitating Project Schedules and meetings, timely approval and processing of invoices, review and approval of Task Completion Reports ("TCRs"), Project management plans, applicable configuration sheets, OSDs and IRDs, approval of the Project documentation and FAT, and management of the CITY's staff. Additionally the CITY's Project Police Captain is responsible for coordinating the efforts, activities, and communications between TRITECH and third party vendors that are not TRITECH Subcontractors, as well as any Deliverables from these vendors to the Project.

5.3 System Administrator

The CITY's System Administrator is the individual primarily responsible for managing the technical back-end of the System including Windows, SQL Server, network, hardware, data back-ups and log management. This individual is the primary technical point of contact representing the CITY.

As identified in the Agreement and the Software Support Agreement, following the initial system installation, administration, and support for hardware (including the software operating system) and network components are the responsibility of the CITY. The CITY needs to plan for support and maintenance through the development of CITY resources, other departments within the CITY's organization, or by contracting for such services. The CITY should establish procedures for managing warranty service of hardware.

Activities for this position include 1) management of Microsoft Windows Operating System including patches and service packs; 2) management of Microsoft SQL Server including patches and service packs; 3) implementation of software prerequisites (in accordance with TRITECH Documentation) on computers as needed for current operations and System upgrades; 4) monitoring, management and maintenance of the CITY's network including LANs, WANs, wireless networks, security accounts and support connectivity (in accordance with TRITECH Documentation); and 5) hardware maintenance and troubleshooting; file and data back-ups and software and error log management.

Time commitment will vary with the number of computers on the system, the complexity of the network (including the use of a WAN) and the number of personnel to be managed in network access. The Inform CAD System LAN is to be connected to the CITY's administrative LAN/WAN[1], close coordination with the CITY's IT support resources will be important to avoid problems with the CITY's network traffic. Personnel involved in System Administration should attend the applicable TRITECH System Administrator Course(s).

[1] TriTech recommends a dedicated LAN for CAD as documented in the CAD System Planning Document.

Where a large team is involved, a core team should attend a System Administrator Course and then the CITY's System Administration team should conduct a smaller version of the training for local staff.

5.4 Inform CAD Administrator

The CITY's Inform CAD Administrator is the individual primarily responsible for managing the Inform CAD application software settings to ensure efficient operation. This individual is the primary CAD configuration point of contact representing the CITY.

Activities include TRITECH software setup, assignment, and management of TRITECH Software modular security, maintenance of the Code Files, evaluation and implementation of version updates, reporting, prioritization, and management of support issues.

Within the Multi-Agency environment, separate CAD administration staff may be required to manage the components used by each operation - under the direction of an overall System-Wide CAD Administrator. Any personnel involved in CAD administration should participate in the Configuration Validation Workshop session so they are prepared to maintain the CAD Code Files post Configuration Validation Workshop. The CAD Administrator should additionally attend Inform CAD User Training.

5.5 Inform Mobile Administrator

The CITY Inform Mobile Administrator must possess a set of skills necessary to support the CITY's implementation of the Mobile System. The Inform Mobile Administrator will be responsible setting up and maintaining the users, and vehicles as well as minor configuration changes to the Inform Mobile product. The desired administrator should possess a working knowledge of:

1) HTML/XML, CSS, and JavaScript.
2) SQL, especially views, stored procedures, and database schema.
3) Standard GPS protocol (TAIP and NMEA).
4) The Inform Mobile Administrator should attend the Inform Mobile Train-the-Trainer course and the Inform Mobile Administration course.

This individual should work closely with the System Administrator in order to manage file and data back-ups and System administration of the hardware and network.

5.6 GIS Analyst

The GIS Analyst is responsible for the mapping components required for Inform CAD and Inform Mobile. Activities include providing the initial GIS files for use within Inform CAD and Inform Mobile, updating the Streets data using GIS Link, and working with TRITECH's GIS Analyst to implement mapping components.

During scheduled activities, the CITY should have a fully dedicated person or persons. Post implementation workload will be based upon the number and type of GIS data edits that will be necessary for the local operations. This person should participate in portions of the Discovery Workshop and Configuration Validation Workshop. Additionally, this person (or group of people) should attend GISLink training.

5.7 Inform CAD Supervisors

Input from the Users/Supervisors is important to ensure that the configuration settings approved by the CITY's team will be perceived as usable by users of the each of the Subsystems. These Users/Supervisors should participate in meetings defining and evaluating the requirements and configuration of their respective products, such as Discovery Workshop and Administration Training.

During scheduled activities, the CITY should have a fully dedicated person or persons. Post implementation should be maintenance only. These personnel should attend the applicable User trainings.

5.8 Subject Matter Experts

Input from subject matter experts in all applicable areas (Inform CAD, Inform Mobile, and each of the Interfaces and external Systems that integrate with TRITECH Systems) is essential to successful implementation of the system. The subject matter expert(s) in each area are the individuals who are knowledgeable about the current operational and technical specifications of the system, the data flow between and among different applications, and any limitations associated with each application.

For Standard Interfaces, subject matter experts may be from the CITY, and third party vendors. If the vendors are not TRITECH Subcontractors, the CITY will be responsible for engaging them in necessary discussions and documentation of the requirements.

The CITY should involve a fully dedicated person or persons during the scheduled activities, such as requirements analysis, demonstration of the applications (if applicable), review of requirements documentation, the testing process, and other events that are described in later sections of this SOW. Post implementation, the involvement of the subject matter experts should be limited to maintenance only.

5.9 Application Trainers

A team of trainers is needed for training the CITY staff on TRITECH Software on an on-going basis. Trainers will be responsible for reading TRITECH Software release notes and maintaining an understanding of new and existing features.

The CITY should involve a fully dedicated person or persons during scheduled activities such as training sessions. Post implementation, the involvement of the subject matter experts should be limited to maintenance only. These personnel should attend the applicable product specific training courses.

5.10 Information Technology

The CITY's Information Technology resources need to be engaged and actively involved in the project from the initial planning stages to ensure the proposed solution is adequately defined, specified and planned for implementation in the CITY's IT infrastructure. The CITY's IT resources must also be in concurrence with the project schedule to avoid unnecessary delays, and to ensure infrastructure availability per the agreed upon schedule.

6 PROJECT CONTROLLING PROCESSES

6.1 Overview

Project Controlling Processes are established early in the Project life cycle during the Planning Phase and described within the Project Management plans. Project Control is the process that includes completing regularly scheduled Project progress meetings.

The establishment of defined processes for CITY communication (contact persons and reporting methods) provides a basis for effective and regular communication. This supports the previously noted processes necessary for successful Project outcome.

As part of the Controlling Processes, TRITECH utilizes a series of measurements and management reviews to mitigate the effect of these variances. Checkpoints or milestones are planned into each phase of the Project to measure performance and determine if the Project is ready for the next phase.

Checkpoints are key tasks that act as gates to the next phase of a project. A delay in a milestone may cause a delay in starting or completing subsequent tasks; in effect creating a risk to the overall Project. Therefore, TRITECH's Project staff closely monitors checkpoint tasks and milestones and promptly notifies the Project Manager of any delay or failure with a milestone task. Milestone delays on the part of either party will trigger an overall review of Project activities so that risks can be assessed and properly managed. In the event that either party becomes aware of a delay, notification shall be provided to the other party as soon as reasonably possible.

Incomplete actions at a checkpoint may prompt delays and a rescheduling of the Project. Depending upon the importance of the Deliverable, these kinds of delays can have a cascading effect upon the Project Schedule including training and Go Live Task Completion Reports.

As part of the Project controlling process, upon completion of significant milestones and or tasks, TRITECH will submit a Task Completion Report ("TCR") to the CITY. The TCR serves as a formal tool for the purpose of verifying with the CITY that the work has been performed, services rendered, and products delivered according to the requirements specified within the SOW and/or related documents.

TCRs are presented to the CITY's Project Police Captain by TRITECH's Project Manager for signature. Some TCRs may trigger a Project payment, in accordance with the payment terms within the Agreement. Upon execution of a TCR that is tied to a Project payment milestone, the CITY will receive an invoice from TRITECH's accounting department which must be paid based on the terms and conditions of the Agreement.

The TCR will include the following information:

1. Description of Work performed and products delivered.
2. Comments noting any special circumstances.
3. Product/Service Deliverables listing the contract line items that are being recognized as delivered and will be invoiced.
4. Related Payment Terms in accordance with the Agreement, for contract line items that will be invoiced relative to the TCR.

6.1.1 TRITECH Responsibilities

a) TRITECH will prepare and submit TCRs for the CITY's Project Police Captain's signature upon completion of the applicable task.

b) TCRs that trigger a payment will include the payment amount in accordance with the payment schedule listed in **Exhibit B**.

6.1.2 CITY Responsibilities

a) The CITY's Project Police Captain will review and approve TCRs within a five (5) business day period from the time of receipt less any challenges to the validity of the report.

b) In the event that CITY disagrees with a TCR, the CITY shall submit to TRITECH a written explanation detailing why the CITY believes that the subject of the TCR and/or tasks have not been completed in accordance with the Agreement or this SOW. Such notification from the CITY shall be provided to the TRITECH Project Manager within five (5) business days of receipt of the TCR.

6.2 Change Management Process

Either party can request changes to the scope of the project at any time. Since a change may affect the price, project Deliverables, this SOW, the supporting project schedule, and/or the terms of the Agreement for this SOW, both parties must approve each change in writing and agree on the impact each change may have on the Agreement and related attachments.

The purpose of the Change Management Process is to manage any significant changes to the Project as described in this SOW or related documents as referenced within the SOW. All significant changes must be documented through the Change Management Process. The type of documentation needed will depend on the nature and significance of the change.

Additional Deliverables or Project deletions in terms of Software and services will require a mutually agreed upon Change Order. It must be noted that the later in the Project that a change is requested, the greater the likely impact in terms of costs, risks, and timescale. It is recommended that the CITY not delay any review activity as it is a best practice to discover potential changes as early as possible. In some cases, it may be more appropriate to plan modifications for post Go Live delivery.

6.2.1 TRITECH Responsibilities

a) Change Orders will be prepared for submission to the CITY when required.

6.2.2 CITY Responsibilities

a) When applicable, the CITY will identify the services or Deliverables that will be subject to a Change Order, per the Agreement and/or the SOW.

b) The CITY will approve and process Change Orders in a timely manner.

7 PROJECT EXECUTION

7.1 Overview

Project Execution focuses on the development and delivery of Project Deliverables. The following sections describe the Project Execution process.

7.2 System Installation

7.2.1 Review Hardware Specifications

In order to ensure that the right hardware and third party software components are procured and installed, TRITECH and the CITY will review and validate the hardware and third party software specifications for the Systems to be deployed.

g) Assist the CITY with the preparation of a network diagram.

h) Review the completed ISR prior to the installation.

i) Test the remote connectivity to the site prior to installation of the hardware and software.

j) Install the Microsoft SQL software.

k) Prepare and submit a TCR for CITY review and approval upon completion of these activities.

7.2.5 CITY Responsibilities

a) Perform site preparation, as specified in the System Planning Document.

b) Establish remote connectivity capability (VPN and Remote Desktop) for authorized TRITECH personnel to perform configuration.

c) Run TRITECH CAD Prerequisite Installation CD on all applicable Inform CAD/Mobile servers and CAD workstations prior to any installation work being performed.

d) Provide all horizontal and vertical cable runs, pathways, coring, access points, floor cutting or drilling, and related tasks related to cable and equipment installation.

e) Provide all CITY-supplied telephone, external interface connection points, electrical power and other receptacles within manufacturer recommended distance of the equipment and all peripheral components.

f) Provide and install all data communication lines, modems, hubs and routers, cabling, equipment and other components necessary for system operation and maintenance and for remote sites and connection to other systems. All lines will be clearly identified and tested.

g) Provide TCP/IP communications and connection to the hub equipment provided in support for any existing networks, workstations and printers that are to have access to the TRITECH applications.

h) Obtain all necessary IP addresses and schemes.

i) Allow remote access to TRITECH to all development and system "root" accounts on all servers running TRITECH licensed Software.

j) Procure equipment and third party software if it is the responsibility of the CITY according to the Agreement.

k) Install operating system software for CITY procured hardware unless the service is specified as a TRITECH responsibility in this SOW.

l) Perform basic server integration including, but not limited to:

i. Installation of servers in applicable racks.

ii. Joining servers to the existing domain with the domain controller in place.

iii. If applicable, install and setup of the VM environment.

m) Provide TRITECH with all necessary configuration documentation which includes machine naming, IP addresses, Administrator Account information, Service(s) Account information, naming convention, and connectivity as prescribed.

n) Provide TRITECH with a high level network diagram. The diagram should be provided prior to TRITECH Software installation.

o) Install all peripheral equipment, including scanners, printers, mag stripe readers, etc.

p) Provide the applicable TCR to the CITY's Project Police Captain for approval.

7.2.2 Hardware Procurement Process

The procedure for procuring, configuring, and installing hardware and Third Party Software will vary depending upon the party responsible for procuring hardware/Third Party Software (TRITECH or CITY); the hardware vendor; and the services procured through the Agreement.

TRITECH is responsible to provide the hardware specifications/requirements, purchase and installation of all hardware related to the project listed in **Exhibit B**. TRITECH is responsible for any/all hardware specifications/requirements corrections, including the replacement of hardware, listed in **Exhibit B** that is not correctly sized or compatible to meet the System and Subsystem requirements. TRITECH must ensure timely delivery of the hardware to the site to allow timely implementation of the System and Subsystems.

If any of the hardware and third party software is procured by the CITY, it is the CITY's responsibility to procure the required equipment based on TRITECH approved specifications. The CITY must also ensure a timely delivery of the hardware and third party software to the site to allow timely implementation of the System and Subsystems.

7.2.3 Site Preparation and Readiness

The CITY will be performing basic server integration for all servers. Basic server integration includes placing the servers in the racks, joining them to the existing domain, with the Domain Controller in place, running the TRITECH CAD Prerequisite Installation CD on Inform CAD, Inform Mobile servers and CAD workstations, and establishing remote connectivity capability (VPN and Remote Desktop) for authorized TRITECH personnel to perform configuration. These activities will be coordinated between TRITECH and the CITY IT staff and guidance will be provided by TRITECH's CIS team as required. If the CITY is not willing to complete the basic server integration, this task may be performed by TRITECH or TRITECH's Subcontractors at additional cost.

In order to start configuration, the CITY must provide remote connectivity to TRITECH. The CITY must also provide the server names, IP addresses, Administrator Account Information (User Name, Password), Services Account Information, and the location of 3rd Party Software media (such as SQL). An Installation Service Request (ISR) will be provided to the CITY that organizes this information in to the TRITECH preferred format.

The CITY is responsible for ensuring that the site is prepared and ready for the installation of hardware, third party software, and TRITECH software as detailed in TRITECH's documentation including the System Planning Document.

A minimum of one (1) week prior to installation, a member of the ~~CITY~~ TriTech Client Installation Services (CIS) team will verify connectivity to the CITY site via VPN, connectivity to each of the plans servers and access to all required security accounts.

If the servers, accounts and connectivity are not ready the Project may be rescheduled, which may have an impact on the overall Project timelines.

7.2.4 TRITECH Responsibilities

a) Provide the System Planning Document.

b) Facilitate a hardware review prior to hardware/OS procurement.

c) Procure equipment listed in **Exhibit B** as a TRITECH deliverable.

d) Install the equipment listed in **Exhibit B** as a TRITECH deliverable.

e) Distribute the Installation Service Request (ISR) document to the CITY.

f) Assist the CITY in completing the ISR.

7.2.6 System Installation

Once the applicable ISR forms have been completed and the necessary preparations outlined in the TRITECH documentation have been made (e.g., run power and LAN cables, obtain and connect servers and workstations to the network, etc.) a TRITECH CITY Installation Services specialist will perform the TRITECH installation services.

These services will be performed remotely, and include installation of the contracted TRITECH Software products on the quantity of servers and workstations as specified in the Agreement.

These installation activities will be coordinated between TRITECH and the CITY.

Note 1: All SQL server licenses will be installed by TRITECH. The CITY is responsible for making the media and license keys available to TRITECH for the installation.

Note 2: The Installation services for different components of the System may be performed at different times, based on the implementation and deployment timelines for each Subsystem.

Note 3: The scope of installation services and the number of servers and workstations to be installed and configured by TRITECH is limited to the servers and workstations that have been explicitly listed in **Exhibit B**.

Note 4: If the CITY does not follow the processes and procedures detailed in TriTech's System Planning Document which results in a need for reinstallation of the hardware or software, the effort will be performed at additional cost.

7.2.6.1 TRITECH Responsibilities

a) Install and configure Microsoft SQL to operate with each of the applicable TRITECH product(s).

b) Configure the System servers in the applicable environments.

c) Install and configure the applicable TRITECH system(s) on the designated servers and applicable environments as specified in the Agreement.

d) Provide remote support to the CITY with self-installation procedures for the workstations through the use of the TRITECH provided CAD Prerequisite Installation CD and applicable Launch configurations.

e) After completion of the initial installation and configuration of the Inform CAD server, a member of CITY Installation Services team provides a technical hand-off to designated staff from the CITY's information Technology team via a conference call. The following major topics will be discussed during this technical hand-off:

i. Proper procedures for performing Inform CAD System Backups:
- File Structure – Inclusions and exclusions
- Databases
- Moving Backups to media

ii. Proper procedures for refreshing Test/Training system (and related documentation)

iii. Approved configuration and use of Virus Scan software

iv. Approved procedure for application of Windows updates

v. System Upgrade process and procedures

vi. Support Website and TRITECH list server access

vii. Managing/Reviewing system logs (CAD, SQL and Event Logs)

f) The information related to these topics is detailed in TRITECH System Planning Document, TRITECH Technical Advisories and other TRITECH documentation.

g) Prepare and submit a TCR to the CITY's Project Police Captain upon completion of the installation tasks and activities.

7.2.6.2 CITY Responsibilities

a) Complete the site preparation in accordance with System Planning Document.

b) Allocate appropriate Project personnel to support configuration tasks as necessary.

c) Create domain account(s) for TRITECH's remote support connectivity and access so that TRITECH can assist CITY with installation and ongoing maintenance.

d) Provide a contact for onsite assistance to be available to address and answer questions that arise during the installation of the baseline application software.

e) Ensure that all items and activities identified in System Planning Document, and activities associated with site readiness have been delivered, installed, and are available before installation begins.

f) Provide the necessary IT personnel and database administrator(s) as needed during installation.

g) Complete the configuration of workstations (after the installation of the limited number of workstations by TRITECH) through the use of the CAD Prerequisite Installation CD and applicable Launch configurations.

h) After completion of the initial installation and configuration of System servers, the CITY will be responsible for maintaining the System based on the TRITECH System Planning Document, and the technical hand-off from TRITECH Customer Services department. Specifically, the CITY's IT staff is responsible for completing the following activates related to Inform CAD server:

- Performing System Backups of Interface(s), Mobile Servers, CAD SQL databases, and the Inform CAD Share (commonly known as the Q:\)
- Refreshing and configuring Training/Test Systems
- Proper configuration and use of Virus Scans
- Application of Windows updates
- Following the procedures for System Upgrade
- Managing/Reviewing system logs (CAD, SQL and Event Logs)
- Management of Microsoft and other Third Party Software include patch applications and upgrades as needed for new Subsystem versions.
- Deployment and use of the CAD Prerequisite Installation CD for Subsystem upgrades.

i) The CITY's Project Police Captain will review and approve the applicable TCRs.

7.3 Implementation of Inform CAD

Inform CAD is implemented through a series of standard steps and process gates. These steps are designed to ensure that the operational needs of the CITY are identified, the configurations are verified, and the system is tested to validate the proper functionality of the system prior to deployment. The following sections describe the implementation process for Inform CAD.

7.3.1 Legacy Premise and Caution Notes Data Conversion

TRITECH will implement a structured methodology for legacy data conversion. The CITY's existing CAD will be the source of the data to be extracted and used by TRITECH for import. TRITECH will provide a one-time data conversion process. An initial sample of the legacy Premise and Caution Notes data will be reviewed for data mapping evaluation, validation and concurrence by both TRITECH and the CITY prior to the full data conversion process being executed.

The requirements for the conversion will be documented in the Premise and Caution Notes sections of a TRITECH Inform CAD Legacy Data Conversion Document. TRITECH collaborates with the CITY to review and completion that documentation. A small sub-set of the data will be initially converted and loaded to validate the process. Upon successful completion of this test, the Premise and Caution notes data will be converted and imported to the pre-production CAD system close to Go-Live, as a onetime process. Additions to Premises and Caution notes in the old system, between the time of data conversion and Go-Live will be manually entered to the new system. The CITY should ensure timing of the refresh to the Test/Training system is done after the conversion has been completed.

A TCR will be submitted to the CITY's Project Police Captain, and must be signed and returned by, the CITY to document concurrence of the requirements captured in the Legacy Data Conversion Document and the data sample before the conversion process is executed.

Formats suitable for import into can include Excel, MDB, CSV, ODBC access from MS SQL; however, the specific format to be used for this Project should be reviewed between the respective TRITECH and CITY teams. This Project provides the following Legacy data conversion services for:

1. Premise Conversion
2. Caution Notes Conversion

Ongoing maintenance of imported data is the responsibility of the CITY. The scope of data conversion is limited to converting the Premises and Caution notes in accordance with the term of the Agreement. As long as the legacy data elements have a relevant counterpart in the target CAD databases, TRITECH can map the data and import it into the CAD database structure.

It is imperative that a member of the CITY's staff be available to support the data conversion effort. Operational questions may arise that depend on the data and operational expertise of the CITY's staff.

Note 1: Data correction by the CITY is not a requirement for completion of this task.

7.3.2 TRITECH Responsibilities

a) With assistance from the CITY, define the Data Mapping for each data category and field. During this phase of work, TRITECH will work closely with the appropriate individuals from the CITY to map each data element in each legacy application to the appropriate target data element in the CAD database. This will be documented in the Premise and Caution Notes sections of a TRITECH Inform CAD Legacy Data Conversion Document.

b) Work with the CITY to plan the data migration. The CITY will participate in identifying the methods of exporting data from the legacy applications and placing the exported data files at a designated server location. Plan to be concurred with by the CITY prior to its execution.

c) Convert a designated number of months/years of legacy data from the CITY's existing TRITECH CAD.

d) Perform data conversion validation, as a joint effort with the CITY.

e) Once all data conversions have been validated and all in scope (in accordance with the approved Data Conversion Plan) discrepancies have been resolved and re-tested, the data is ready for a final conversion. The final conversion is performed just prior to System Go-Live.

7.3.2.1 CITY Responsibilities

a) Identify all legacy data categories and fields that must be migrated to the new System.

b) Assist TRITECH in defining a Data Mapping for each category and field. During this phase of work, TRITECH will work closely with the appropriate individuals from the CITY to map each data element to the appropriate target data element in the CAD databases.

c) Provide the data to TRITECH. Formats suitable for import into CAD are Excel, MDB, CSV, ODBC access from MS SQL.

d) Perform a test export of data from the legacy applications.

e) Assist TRITECH, and participate in performing data conversion validation.

f) Complete manual verification of the converted data in a timely manner.

7.3.3 Geographical Information Services

7.3.3.1 GIS Data Evaluation

The TRITECH GIS Analyst will work with the CITY to perform a one-time export, analysis and initial import of the CITY provided street center-line GIS data. The GIS data is understood to be being exported from the existing TRITECH CAD. If that is not the case then the GIS data must be from a single integrated source when delivered to TRITECH for a one time conversion.

The analysis will include the following:

a) Addressing – Evaluate data for the presence of block ranges, street types, and city designators.

b) Supplemental Coverage - An evaluation of GIS data that may be available for response areas, ESRI compatible overlays including satellite image, and applicable point data to ensure compatibility.

A report will be presented to the CITY upon completion of the GIS analysis prior to the import of GIS data into one or more Systems or Subsystems. If there are significant problems with the data, additional GIS work and analysis may have to be added to the project via Change Order. Additional project costs may apply.

NOTE: Data evaluation only applies to Custom Map conversions of CITY supplied data. Standard mapping conversion (TomTom/TeleAtlas data) is limited to converting source mapping data from one of the standard mapping data providers.

7.3.3.2 TRITECH Responsibilities

a) Evaluate CITY-supplied GIS data to ensure it is formatted correctly for street-centerline display, address point usage and address functions. A report will be generated based on this analysis.

b) Review the CITY-supplied GIS layers for Inform CAD and Inform Mobile for viewing and execute the initial basic map configuration.

c) Provide a report which summarizes the findings from applicable GIS analysis services.

d) Prepare and submit a TCR upon delivery of the GIS analysis report.

7.3.3.3 CITY Responsibilities

a) Provide data in the required format, and per Project Schedule.

b) Provide data to include 1) Centerline data; 2) response areas; 3) viewable/cosmetic layers.

c) Based on the analysis report provided by TRITECH, make needed changes to mapping data to allow the resulting GIS data to meet TRITECH's mapping data requirements. If applicable, the CITY will implement changes to its GIS edit process to ensure that problems identified in the TRITECH report are not reintroduced.

d) Review and approve the appropriate TCR.

7.3.3.4 Mapping Data Conversion and Import

TRITECH will perform a Mapping Data Import that provides base maps for the Inform CAD system. This process does not include making any corrections to the CITY GIS data. If the GIS data consists of data from more than one source, TRITECH will not be responsible for joining these areas, or "stitching" the areas to create a uniform routable geographic area.

7.3.3.5 Configuration of Mapping Layers

A TRITECH GIS Analyst will configure up to seven (7) standard GIS layers each for viewing on Inform CAD and Inform Mobile. Such conversion activities will be part of the training process to allow the CITY to add their own layers to the map displays in Inform CAD and Inform Mobile. Additional conversion work by TRITECH staff is an additional charge and must be authorized by the Agreement or a Change Order. The standard layers are limited to the following:

1- Water line features (rivers, streams, creeks)
2- Water polygon features (ocean, lakes, ponds)
3- Airports
4- Railroads
5- Parks
6- City Boundaries
7- County Boundaries

7.3.3.6 Response Area Import Service

If the CITY provides Response Area data to TRITECH at the time of CAD map conversion, TRITECH GIS Analyst will import the Response Areas into Inform CAD. GISLink training will provide the CITY with the capability to add, delete, or modify Response Areas for ongoing GIS maintenance.

NOTE: The external maintenance of Response Area data may require that the CITY add Response Area Data to street records (not just provide polygon data). The CITY should consult with TRITECH early in the project if they intend to maintain Response Area data outside of CAD.

7.3.3.7 TRITECH Responsibilities

a) Provide the initial configuration services to enable use of Inform CAD Quickest Path Unit Recommendations functionality.

b) Perform a Mapping Data Import of the CITY-supplied data into applicable licensed Systems and Subsystems.

c) If applicable, perform the configuration of the seven (7) standard GIS layers.

d) Provide the initial configuration services to enable use of Inform CAD Quickest Path Unit Recommendations functionality.

e) Prepare and submit a TCR upon completion of the mapping conversion activities.

7.3.3.8 CITY Responsibilities

a) After initial GIS conversion, assume responsibility for updating the data using TRITECH provided GIS tools to ensure that data is up to date for Go Live.

b) Review and approve the applicable TCR.

7.3.4 Inform CAD Discovery Workshop

The Inform CAD Discovery Workshop is conducted at the CITY's site and led by a TRITECH Business Analyst. The duration of the Inform CAD Discovery Workshop is generally between 3 to 4 days.

In order to optimize the quality of this meeting, the Business Analyst will request some information from the CITY in advance of the meeting. TRITECH will schedule 1-2 calls to discuss the information we need with the CITY, and provide them with a form to collect and deliver the data to TRITECH.

A Code File worksheet (System Module Setup worksheet or SMS) and other reference material will be provided to the CITY in advance to assist in gathering the required Code Files. Any information that cannot be produced during the meeting must be sent to TRITECH as specified by the mutually agreed upon schedule.

During this meeting, the Business Analyst will observe the CITY's dispatch operations, and gather information to help with the configuration of the System.

Some key discovery points for the Inform CAD Discovery Workshop are as follows:

a) Call Flow – Understanding the setup for call flow by Agency Type from first receipt of an incident through incident management by the dispatcher.

b) Determine the Code File Hierarchy – This is the structural breakdown of the CITY's organization as it will be organized within the Inform CAD system. This includes Jurisdictions, Divisions, and Response Areas (beats, fire demand zones and the like).

c) Agency Type Setup – The segmentation of operational processes including incidents, units, and call-taker/dispatcher roles and responsibilities.

d) Review reporting requirements (geographic reporting segmentation and the like).

e) Security – Aligning the system with the security policies of the agency, the CITY, and the overall System Administrator.

f) Event numbering (Incidents) including master incident numbers, response numbers and case numbers.

It is preferred that the Business Analyst spends time in the dispatch center to observe the CITY's utilization of the current TRITECH CAD system. During the Discovery Workshop session the Business Analyst will facilitate an operational review of the Inform CAD and gathering the configuration information. A key element of this meeting is to gather Code Files to be used in the build process.

It is recommended that the number of attendees in the Discovery Workshop is limited to 10 to allow for more effective communication during the session. Based on the key discovery points during this session, it is necessary that the attendees include individuals who can properly address these key points and make

configuration decisions. During this meeting, the Business Analyst will review the base configuration of Inform CAD with the customer, and provides them with a basic training to begin the Code file entry for the Inform CAD.

Note: The CITY's provision of Code File information is an early Project checkpoint. This information is needed to prepare the Configuration Validation Workshop and incomplete, inaccurate or delayed Code File information can have a cascading effect on the Project Schedule.

7.3.4.1 TRITECH Responsibilities

a) Schedule the Discovery Workshop meeting in accordance with the CITY's availability and the Project Schedule.

b) Prepare and distribute the meeting agendas and documents for CITY review or completion two weeks prior to each meeting.

c) Conduct the meetings based on the distributed agenda.

d) Document the CITY's requirements and configuration specifications resulting from the Discovery Workshop discussions.

e) Send the configuration documents and, if custom work is necessary, requirements documents to the CITY for review and approval.

f) Document and assign owners and due dates to any action items and track all action items to closure.

g) Document any gaps between the standard functionality of the System and functionality required by the Agreement for further analysis and discussion and/or facilitate the change control process. CITY requested changes for changes beyond the scope of the Agreement will be evaluated at this phase, but will have to be evaluated for the potential impact on the Project Schedule and for additional project charges to be paid by the CITY.

h) Produce a Discovery Workshop Report with the key decisions and configuration points as a result of the Discovery Workshop.

i) Prepare and submit a TCR upon completion of relevant activities.

7.3.4.2 CITY Responsibilities

a) Provide adequate facilities to comfortably hold the Discovery Workshop to include a computer projector, whiteboards, and adequate seating. Two projectors are preferred.

b) Ensure participation of key stakeholders and decision-makers in the Discovery Workshop process.

c) Provide subject matter experts that can articulate the agency structure as it will relate to the CAD hierarchy.

d) Provide subject matter experts that can explain the communication center's current call flow. These persons should have the ability to make decisions regarding any changes in call flow that may arise through the use of the new CAD Subsystem.

e) Provide subject matter experts that are versed with the ability to gather and provide the data elements used to build Code Files to TRITECH.

f) Provide subject matter experts that will be able to explain the agency's geopolitical/operational boundaries. This person (or persons) should be able to articulate the specific response requirements that will be built within CAD response plans.

g) Provide subject matter experts that will be the "in house" CAD super users, as well as a person or persons that will be responsible for the ongoing maintenance of the CAD Code Files and configuration (CAD Administrator).

h) Provide subject matter experts that will be responsible for translating the geopolitical/operational boundaries into data (ESRI shape files) suitable for use within the CAD.

i) Provide subject matter experts that will be responsible for the maintenance of the agency's street centerline data.

j) Provide subject matter experts that can provide information on technical Systems (Interfaces and Hardware/Network) or field-related functions (Inform Mobile or other mobile systems, station alerting and the like).

k) Review and approve applicable TCRs.

7.3.5 Inform CAD Base System Code File Entry

After completion of the Inform CAD Discovery Workshop and receiving requested data from the CITY the Code File building process will begin. The Business Analyst will configure the system hierarchy based on CITY's call flow and operational processes as defined in the Discovery Workshop. The CITY will be actively involved at each step of the Code File configuration process through file build out and periodic reviews, including conference calls and remote dial-in sessions. The Code file configuration will be primarily performed by the CITY, with guidance and consultation services provided by TRITECH. Refer to appendix A for a table of Code Files data to be provided by the TRITECH CAD BA.

A Code File review is completed prior to initiating the Code File entry process. The review is initiated via conference call once the CITY has submitted the requested Code File information. The Code File review validates the accuracy and completeness of the information and ensures that there is a mutual understanding of how the information is to be used within Inform CAD.

TRITECH will schedule four, 4-6 hour on-site sessions during this process to ensure that the Code file entry progresses successfully.

Note: The CITY's provision of Code File information is an early Project checkpoint. This information is needed to prepare the Configuration Validation Workshop and incomplete, inaccurate or delayed Code File information can have a cascading effect upon the Project Schedule.

TRITECH will complete the Code File entry for Inform CAD System to a level that will allow for an evaluation of call flow and incident management. Code file build to the level described in Appendix A - Required Inform CAD Configuration Validation Workshop Code File build of this SOW establishes a foundation that will validate basic functions such as call-taking layout, System hierarchy, incident numbering, and Incident/Unit displays. Validation through the Configuration Validation Workshop process allows for the completion of Code File setup while limiting the risk of rework. This task is considered to have been completed when the Business Analyst has demonstrated that Code Files are complete to the level documented in Appendix A - Required Inform CAD Configuration Validation Workshop Code File build.

Specially trained TRITECH personnel will participate in the Code File building process. Some Code Files that require local knowledge of the geography and the physical location of business and high-risk areas of the community (such as response plans, premise, and caution note/hazard information) cannot be built by TRITECH. The CITY will be responsible for entering or geo-verifying some Code File elements such as premises. The Code Files prepared by TRITECH and the Code Files prepared by the CITY are described in Appendix A - Required Inform CAD Configuration Validation Workshop Code File build. The responsibility for building and maintenance of the System Code Files will transfer to the CITY after Configuration Validation Workshop with assistance from TRITECH's Business Analyst.

7.3.5.1 TRITECH Responsibilities

a) Monitor and evaluate Code File submitted by the CITY and provide guidance as needed.

b) Conduct conference calls to validate the completeness and applicability of CITY submitted Code File information, prior to initiating the Code file entry.

c) Perform a preliminary Code File build of the CITY's Inform CAD System at TRITECH. This Code File build will be completed based upon the applicable requirements described in Appendix A - Required Inform CAD Configuration Validation Workshop Code File build.

d) Facilitate updates to the System Module Setup (SMS) building sheet.

e) Prepare and submit a TCR to confirm the delivery of the SMS worksheet by the CITY.

7.3.5.2 CITY Responsibilities

a) Provide timely input and updates to the SMS sheet to support the Code File building timelines.

b) Participate in the Code File validation conference call.

c) Continue building the System Code Files (those not built by TRITECH) after Configuration Validation Workshop (refer to Appendix A - Required Inform CAD Configuration Validation Workshop Code File build).

d) Review and approve applicable TCRs.

7.3.6 Inform CAD Configuration Validation Workshop

Once the initial Code File and configuration phase is complete, the CAD is installed at the CITY site, and the initial GIS map conversion is complete a Configuration Validation Workshop is conducted. This working meeting includes a review of the built Code Files and configuration, a review of imported GIS data, and hands-on review of the software utilities. The Configuration Validation Workshop for Inform CAD will be 3-4 days and will be held at the CITY's facilities, and on the CITY's system hardware, after it has been configured by TRITECH.

CITY will be responsible for supplying the requested data to TRITECH no later than four (4) weeks prior to Configuration Validation Workshop to allow sufficient configuration time. The data will be requested as a follow up to the Discovery Workshop for the Inform CAD. The configuration of some of these modules may be delayed based on the CITY's decision, and consultation with TRITECH Business Analyst.

It is also required that the CITY's centerline conversion be completed at no later than four (4) weeks prior to Installation. In order to meet this deadline, all GIS data must be delivered to TRITECH in required format per the agreed upon schedule. Any delays will result in a cascading effect on the project timelines.

Participants include key members of TRITECH's implementation team and should not generally exceed ten (10) core members of the CITY's implementation team. The CITY's team should include representatives of dispatch, field operations and administration (reporting). The selected Configuration Validation Workshop participants should continue to be involved in the project through the course of system testing and training.

At the conclusion of the session, a Configuration Validation Workshop report is produced which documents the core software configuration, Code Files, and activities to be completed by the CITY. Any issues that require follow-up action, including any outstanding Go Live issues will be documented in the applicable Project journal. Any issue that is determined to be outside the scope of this Project, as defined herein, requiring a modification or enhancement to the TRITECH Software will be addressed through the Change Control process.

In preparation for the execution of the Configuration Validation Workshop, the CITY system should be built to a level that will allow for the demonstration of modules and features that the CITY has licensed. The Code Files completed pre-Configuration Validation Workshop is defined in Appendix A - Required Inform CAD Configuration Validation Workshop Code File build. Based upon this level of Code File build, system functionality and workflow will be examined during the Configuration Validation Workshop.

Additional Code Files (as specified in Appendix A - Required Inform CAD Configuration Validation Workshop Code File build) will be configured during the Configuration Validation Workshop.

Following the Configuration Validation Workshop process, ownership of Code Files transfers to the CITY. Post Configuration Validation Workshop, the CITY will enter the balance of the Code Files (not built by TRITECH). These are typically geo-centric items that require local knowledge of the community. The CITY also becomes responsible for maintaining Code Files (personnel, unit, premise, caution notes and the like) that must be continuously updated to keep the Code Files in GO-Live ready status. During this phase, the assigned TRITECH Business Analyst will provide consultation services.

Note: Inform CAD Configuration Validation Workshop is an event applicable to Inform CAD only. No other Systems or Subsystems will be demonstrated during this session.

7.3.7 TRITECH Responsibilities

a) Schedule the Configuration Validation Workshop meeting in accordance with the CITY's availability and the Project Schedule.

b) Prepare and distribute the meeting agendas to all required attendees a week prior to each meeting.

c) Conduct the meetings based on the distributed agenda.

d) Provide initial hands on training on the applicable system and introduction to different modules and their configurations.

Note: This training is not meant to be comprehensive for end user understanding of the Subsystem. The purpose is to give the participant an understanding of basic features, call flow and how the configuration files and CAD system utilities influence them.

e) Review the maps for Inform CAD.

f) Introduce the CITY to and begin documentation within the Action Item Journal.

g) Document and assign owners and due dates for any action items and track all action items to closure.

h) Develop and deliver the Configuration Validation Workshop report which serves as an "as built" document describing CAD System software configuration following the Configuration Validation Workshop.

i) Handoff the management the Code Files to the CITY.

j) Provide the CITY team with a copy of the Inform CAD User and Administration Guides.

k) Prepare and submit a TCR upon completion of the Configuration Validation Workshop, and upon delivery of the Configuration Validation Workshop report to the CITY.

7.3.8 CITY Responsibilities

a) Provide adequate facilities to comfortably hold the Configuration Validation Workshop to include an overhead projector. Two projectors are preferred. Configuration Validation Workshop also requires workstations for each participant.

b) Provide subject matter experts that can examine the hierarchy build as articulated to the Business Analyst in terms of the agency structure.

c) Provide subject matter experts that can examine the proposed call flow. These persons should have the ability to make decisions regarding any changes in call flow that may arise through the use of the new Subsystem.

d) Provide participants that are versed with the ability to continue the configurations, or Code File build once ownership transfers.

e) Provide participants that will be able to verify the agency's geopolitical/operational boundaries.

f) Provide participants that were responsible for translating the geopolitical/operational boundaries into data (ESRI shape files) suitable for use within the Subsystem, and are able to validate those boundaries.

g) Provide participants that will be responsible for the maintenance of the agency's street centerline data.

h) Assume ownership for the continued build and technical and code-file maintenance of the system under the guidance of the TRITECH project team.

i) Ensure participation of key stakeholders and decision-makers in the Configuration Validation Workshop process.

j) Observe the change control process for any requested configuration and/or software changes.

k) Review and approve the applicable TCRs.

7.3.9 Inform CAD Functional Acceptance Testing (FAT)

TRITECH will execute the Functional Acceptance Testing (FAT) of the Inform CAD, after Configuration Validation Workshop and prior to User Training. The purpose of the FAT is to test specific functionality of the Inform CAD System and to formally document that the Inform CAD system meets the functionality set forth in the standard TRITECH FAT documents.

Since the focus of the Functional Acceptance Testing is the functionality of the System and not a validation of the Code Files, it is not necessary that all Code Files are built prior to conducting this test process. This Functional Acceptance Test process consists of running a number of tests designed to verify the functionality of the Inform CAD.

The Functional Acceptance Tests are performed based upon FAT documents that have a standard format, which will be submitted to the CITY prior to testing.

Before the FAT is administered the CITY must sign-off on the receipt of the FAT documents and acknowledge that these test documents will be used for validation of the System functionality for Pre-Production and Post Go Live. TRITECH will provide the FAT documents to the CITY at least two (2) weeks prior to testing.

After delivery of the Inform CAD system to the CITY's site and completion of Configuration Validation Workshop, a TRITECH Business Analyst will conduct the FAT on the CITY's Inform CAD system, at the CITY site and on the CITY System hardware. The purpose of this process is to validate that Inform CAD features are working correctly per CITY standard System functionality as described in the FAT documents. The testing will be fully completed and problems, if applicable, with individual tests will be documented.

TRITECH will repeat any failed FAT test following the correction of the issue (module or functionality) which caused the test to fail. A full retest of the System will not be conducted to verify the FAT exceptions.

7.3.9.1 TRITECH Responsibilities

a) Provide standard FAT documents reflecting the configurations and functionality that is applicable to the Inform CAD System for this project.

b) Provide the FAT documents to CITY for review and acknowledgement two weeks prior to conducting the FAT.

c) Provide a TCR to the CITY to approve the receipt of the FAT documents.

d) Assist the CITY in conducting FAT based upon the FAT documents.

e) Identify and document any issues and exceptions discovered during the Functional Test Procedures

f) Upon successful completion of the FAT, provide a TCR to the CITY, to be signed and returned to TRITECH. All FAT exceptions will be noted in the TCR.

g) Schedule follow up testing for validation of any exceptions to the FAT after such exceptions have been resolved, and document the results.

7.3.9.2 CITY Responsibilities

a) Work toward the timely completion of all predecessor tasks to include the base system installation.

b) Provide adequate facilities to execute the FAT.

c) Review and acknowledgement on the FAT documents that have been delivered by TRITECH no later than one week prior to commencement of the FAT (through approval of a TCR).

d) Participate in the FAT by providing operational subject matter experts that have the authority to provide validation that the tests have passed.

e) Assist TRITECH in documenting FAT findings and results.

f) Review and approve the applicable TCRs.

7.3.10 Inform CAD Training

Inform CAD Training classes are conducted based on the quantities that are specified in **Exhibit B**. These classes are conducted on consecutive days, on weekdays during business hours (Tuesday-Friday, during business hours). Alternate training schedules (Monday class starts, multiple classes per day, evening and weekend classes) will be subject to an additional charge.

The training classes related to the Inform CAD System and its Subsystems are classified into three general groups:

a) Classes that are dependent upon specific CITY configurations and requirements; therefore they are only conducted on the CITY System after completion of FAT and in preparation of Go Live. Inform CAD Call Taker/Dispatcher User Training Course is an example of these classes.

b) Classes such as GISLink that are delivered to a specialized group within the CITY's team during the course of the Project to assist them with implementation and maintenance of the System on a routine basis.

c) Classes such as CAD System Administration Training and CAD Raptor API Training that are not dependent upon individual CITY configurations and are generic in nature. These classes are held at TRITECH facilities based on a regular schedule, and are offered to attendees from different agencies.

A detailed description of these classes is provided below:

7.3.10.1 Inform CAD Call Taker/Dispatcher User Training Course (CITY site)

The Inform CAD User Training course is a four (4) day class, and training days are a maximum of eight (8) hours in length.

Prior to training, TRITECH will hold a training orientation to develop an Inform CAD training plan for the CITY. This plan will take the CITY's agency and site setup of the System into consideration as applicable per the Agreement. The training orientation should be held between TRITECH Training personnel and designated CITY personnel. CITY personnel should consist of a person or persons that can articulate the specific CITY business processes that relate to the configuration of the CITY's System. TRITECH Training personnel will tailor the training curriculum to include those business practices where applicable. Given that

questions may arise for specific agency procedures during the course of the training, it is advised that the CITY have a supervisor present at each training class. Ideally, this supervisor would have participated in part with the implementation process.

Training classes will start on a Tuesday, and end on Friday. The number of students attending the User Training course will be limited to ten (10) students per class.

This class will be held at the CITY's site. The CITY is responsible for providing adequate training facilities, including a conference room with adequate space and seating/conference table space, white board, projector, and computer projector (capable of 1024x768 resolution).

7.3.10.2 Inform CAD Dispatch Supervisor Training (CITY site)

The Inform CAD Dispatch Supervisor Training class has been designed as a five (5) day class that includes a four (4) day Inform CAD Call Taker/Dispatcher User Training followed by a one (1) day Inform CAD Supervisor training. This class is designed for the Dispatch Supervisors with the goal of preparing them to support the users after Go Live by answering their questions and address post Go Live common problems. This class will include topics such as PowerLine configuration, Premise building and maintenance, Personnel maintenance, Vehicle Manager, and other areas that may require assistance from the Supervisors. This class is recommended only for the supervisors.

This class will start on a Monday, and end on a Friday, and the class size will be limited to ten (10) students.

7.3.10.3 GISLink Utility Training Course (CITY site)

The focus of this course, conducted at CITY's site, is to prepare selected members of the CITY's personnel to import and use existing GIS data in Inform CAD and manage the GIS data used by Inform CAD and Inform Mobile. GISLink is an Inform CAD Utility that provides a way for CITYs to intelligently import CITY GIS data into the Inform CAD databases. It consolidates GIS data related tools for maintaining and using GIS data in TRITECH products. It consists of a Windows Forms application, a command line console application, and a programming API that consists of a set of reusable publicly exported classes and methods.

Training classes will be conducted between Tuesday and Thursday, based on mutual availability of the TRITECH and CITY staff. Training course will be limited to two (2) students per class.

This class will be held at the CITY's site. The CITY is responsible for providing adequate training facilities, including at least one Inform CAD console with GISLink utility installed on it.

Prerequisites: GIS knowledge and background, as well as familiarity with ESRI tools.

This task is considered complete upon completion of the class. No other activities including but not limited to TRITECH performing follow up changes to the CITY's maps, development of special material for the CITY, or follow up one-on-one session with the CITY's GIS staff is within the scope of this class.

7.3.10.4 Inform CAD System Administration Training (TRITECH Site)

The System Administration Training course provides an overall administrative perspective of the system including operating system and database management software and equipment components. This comprehensive 4-5 day course is held at TRITECH headquarters, and trains System Administrators and staff members on how to set up and administer application configurations, for the CITY-configured Inform CAD System. The class will also provide attendees with sufficient skills to perform system maintenance manage and monitor interfaces, manage system operation and database settings for application support, maintenance and backup, and general troubleshooting skills.

Training will include how the GISLink utility is used to compare existing data and update Inform CAD with GIS data. It consolidates GIS data-related tools for maintaining and using GIS data in TRITECH products.

GISLink connects directly to the GIS data, compares address points, streets, response areas, and geographic areas to those in Inform CAD. GISLink then updates Inform CAD by adding, modifying, or deleting data. In addition, as standard protocol we will perform analysis on the mapping data before it is imported into the new system.

Updating is taught in the GISLink Training class. The update process would be the same for training as for production as each system has to be done independently (Production vs Training). Clients may do this many different ways. For example, some test the new streets in Training and when satisfied move it to Production. Others only update Production with a Training Refresh to get the new streets into Training.

The training process includes review of the steps for validation of the data prior to being updated in the production system. GISLink is performed in 2 major steps: #1 comparison of the existing CAD data to the new Streets file. This creates a Differences FileSet that we teach to run the QA/QC process on prior to committing the streets; (Step #2) to the database. This FileSet is in an ESRI format, allowing for both visual and tabular data check.

Beginning with Inform CAD v5.6.0, GISLink is now compatible with and utilizes the ArcGIS v10.2.1 Engine. There are no changes in the user interface and there are no user functionality changes as a result of the migration to ArcGIS v10.2.1. With this change, ArcGIS v10.2.1 can now be installed on a GISLink workstation and users can now use ArcMap v10.2.x to edit GIS data and continue using GISLink as used in the past.

TRITECH's upgrade process includes publication of Release Notes to clients for every version upgrade. The Release Notes describe the changes being incorporated, including GIS file format changes. The Release Notes should be reviewed by the CITY prior to scheduling the upgrade. CAD and Mobile upgrade verification processes include the testing of system functionality via executing test transactions that exercise GIS functionality, and verification of the map layers.

Attendance of the CITY-designated individuals should be coordinated and scheduled through TRITECH's Project Manager and should be coordinated in such a way that does not interfere with progress of the Project. System Administration classes are held regularly in TRITECH's training facility in San Diego and may have attendees registered from agencies other than the CITY.

Training classes start on a Monday and end on Friday. The number of attendees will be based on the number of seats that have been purchased by the CITY. If more than one seat is purchased by the CITY, the CITY has the option to send their attendees to one class or different classes.

Prerequisites: Basic Windows and SQL Server knowledge

This class is considered complete upon completion of the class. No other Deliverables or follow up activities including creating especial material or applications for the CITY is within the scope of this class.

7.3.10.5 TRITECH Responsibilities (for all Inform CAD training activities)

a) Conduct a training orientation between the assigned TRITECH Training personnel and the designated CITY representative. The objective of this session is to define the curriculum for the Training, based on the configurations of the Subsystem.

b) Conduct the training in increments of one (1), eight (8) hour days.

c) Provide feedback to CITY Supervision as to the progress of the students.

d) For the Training classes that are held at TRITECH, provide adequate training facilities and equipment.

e) Prepare and submit a TCR upon completion of each class or group of consecutive classes.

7.3.10.6 CITY Responsibilities

a) Participate with the training orientation by providing a decision maker that can articulate the specific business practices that have been used in guiding the build of the CITY's System.

b) Provide adequate facilities for the execution of the training to include adequate seating for each workstation and an overhead projector.

c) Provide a supervisor for each class that can answer agency specific questions as related to the build of the CITY's system.

d) Review and approve the applicable TCRs.

7.4 Implementation of Inform Mobile

7.4.1 Inform Mobile Discovery Workshop

The Inform Mobile Discovery Workshop is conducted by a TRITECH Inform Mobile Business Analyst. Inform Mobile is an Inform CAD-Integrated System, meaning that a significant amount of mobile functionality is dependent upon CAD functions as well as the configuration of the CITY's Inform CAD system.

During the Mobile Discovery Workshop, the Business Analyst will give a demonstration of the Mobile product. It is suggested that CITY personnel who will be responsible for facilitating Mobile end user training should also take part in the configuration of Mobile.

The TRITECH Business Analyst will document the CITY's configuration options in a Configuration worksheet which will be presented to the CITY team for review and approval prior to configuring the application. Timely review and approval of this document by the agency is key to timely completion of the configuration work. Functional Testing of the Mobile system is based on a standard set of FAT test documents, as they are applicable to specific configurations of the system.

7.4.1.1 TRITECH Responsibilities

a) Schedule the Mobile Discovery Workshop meeting in accordance with the CITY's availability and the Project Schedule.

b) Prepare and distribute the meeting agendas and documents for CITY review or completion to all required attendees two weeks prior to each meeting.

c) Conduct the meetings based on the distributed agenda.

d) Document the CITY's requirements and configuration specifications resulting from the Discovery Workshop discussions for Mobile.

e) Document and assign owners and due dates to any action items and track all action items to closure.

f) Document any gaps between the standard functionality of the System and functionality required by the Agreement for further analysis and discussion and/or facilitate the change control process. CITY requests for functionality beyond the scope of the Agreement will be reviewed at this phase, but will have to be evaluated for the potential impact on the Project Schedule and for additional project charges to be paid by the CITY.

g) Complete the configuration worksheets and deliver to the CITY for review and approval.

h) Prepare and submit a TCR upon completion of the Discovery Workshop activities, and upon delivery of the configuration worksheets to the CITY.

7.4.1.2 CITY Responsibilities

a) Provide adequate facilities to comfortably hold the Discovery Workshop to include a computer projector, whiteboards, and adequate seating. Two projectors are preferred.

b) Provide communications center representatives authorized to make decisions with regard to the interrelationship between Mobile use and dispatcher control functions such as status updates; traffic stops and the like.

c) Provide subject matter experts that can describe operational requirements of field users.

d) Provide a subject matter expert for Mobile WAN connectivity, firewall and network configuration and in-vehicle computer hardware.

e) Ensure that requested information such as data elements necessary to begin the Subsystem build are provided within a timely manner.

f) Upon receiving the Mobile configuration worksheet, review and provide approval, or any necessary changes to TRITECH in a timely manner.

g) Participate in the Change Management Process for any requested configuration and/or software changes.

h) Review and approve the applicable TCRs.

7.4.2 Mobile Map Data Import

The process of Mobile Map Data Map Import converts the Inform CAD streets data into a format that can be used by Mobile. This process also includes adding necessary map layers for the CITY.

7.4.3 Mobile Configuration

TRITECH Mobile Business Analyst will configure the Mobile based upon the options that have been documented in the Mobile configuration sheet, once the servers have been installed at the CITY site. The Business Analyst will also use these configurations for preparing the FAT document. These activities will be performed remotely.

7.4.4 Mobile Functional Testing

Mobile Functional Testing (MFT) follows a similar approach as described under Inform CAD. A Mobile Business Analyst performs the MFT with the CITY, prior to Train-the-Trainer. This process will be based on the CITY approved MFT documents developed by the Mobile Business Analyst. The MFT documents have a standard format and will be sent to the CITY for review and approval prior to conducting the tests. The MFT results are documented in a TCR for verification and approval by the CITY.

TRITECH will repeat any failed MFT tests following the correction of any issues (module or functionality) which has caused the test to fail. A full retest of the System will not be conducted to verify the MFT exceptions.

7.4.4.1 TRITECH Responsibilities

a) Provide standard MFT documents reflecting the Configuration.

b) Provide the MFT documents to CITY for review prior to conducting the MFT.

c) Install at least one Mobile CITY (device) to conduct the MFT.

d) Assist the CITY in conducting the MFT in accordance with the MFT documents.

e) Identify and document any issues discovered during the MFT.

f) Prepare and submit a TCR upon completion of MFT, documenting any exceptions to the MFT.

7.4.4.2 CITY Responsibilities

a) Work toward the timely completion of all predecessor tasks to include the base system installation.

b) Provide adequate facilities to execute the MFT.

c) Participate in the MFT by providing operational subject matter experts.

d) Assist TRITECH in documenting MFT findings and results.

e) CITY's Police Captain will review and approve the applicable TCRs.

7.4.5 Mobile Training

Mobile Training classes are conducted based on the quantities that are specified in the Agreement. These classes are conducted on consecutive days, on weekdays during business hours (Tuesday-Friday, during business hours). Alternate training schedules (multiple classes per day, evening, and weekend classes) will be subject to additional charge. Training classes will only be delivered after the MFT has been completed and the results are documented in a TCR.

Typically TRITECH trains a small group of the trainers from the CITY field users, and that group completes training the balance of the field users.

A detailed description of these classes is provided below:

7.4.5.1 Inform Mobile Administration Course

Mobile Administration training is a hands-on course provided by experienced trainers who have both training and public safety experience. This half (½) day course prepares the Mobile Administrator to configure and maintain the Mobile Server and Mobile Interface(s). The course is set for one (1) or two (2) students. Access to the Mobile Server and Interface(s) is required. During this process TRITECH Business Analyst/System Engineer will teach the CITY on installation of Mobile CITYs and provides assistance for installation of up to five (5) Mobile devices. The CITY will be responsible for installation of the balance of Mobile devices.

The course includes the operation of the Mobile system including customization of specific screen layouts, Active & Waiting Incident Queue, Unit Queue, and agency-specific screens.

Training classes will be conducted between Tuesday and Friday. The number of students attending the User Training course will be limited to two (2) students per class.

Prerequisites: Knowledge of: 1) HTML/XML, CSS, and JavaScript 2) SQL, especially views, stored procedures, and database schema; and 3) Standard GPS protocol (TAIP and NMEA)

7.4.5.2 Inform Mobile Train-the-Trainer Course

Mobile Train-the-Trainer training is a hands-on course provided by experienced trainers who have both training and public safety experience. The course prepares personnel to use and to teach others how to use the Mobile subsystem. The course can accommodate up to eight (8) students with working and configured Mobile devices. It is desirable that each participant have their own configured Mobile device.

The course includes user operation including starting and stopping the application, updates, screen layouts, messaging, status changes, mobile maps, incident assignments and incident updates. Hands-on training and agency scenarios may vary by Agency. The duration of this class may be between four and six (4-6) hours. Training classes will be held between Tuesday, and Friday. The number of students attending the User Training course will be limited to eight (8) students per class.

This class will be held at the CITY's site. The CITY is responsible for providing adequate training facilities, including a conference room with adequate space and seating/conference table space, white board, projector, and computer projector (capable of 1024x768 resolution).

Prerequisites: Completion of a Microsoft Windows Tutorial (this may be waived upon demonstrated ability to work with Windows), typing skills of a minimum of 25 words/minute and Mobile field user experience.

7.5 Implementation of System Interfaces

7.5.1 Inform Standard Interfaces' Requirement Gathering and Configuration

The functionality and applicable configuration options for each of the TRITECH Standard Interfaces are described in the Interface Requirements Documents (IRD).

A TRITECH Systems Engineer will review the IRDs for each of the applicable Standard Interfaces with the CITY's subject matter experts and prepare an Interface Configuration Document (ICD) detailing the parameters that will be set to meet the desired functionality for the Interface. This process may be performed for different interfaces at different times. This process will be performed remotely via phone conference. The CITY is responsible for engaging the third party vendors whose systems are being interfaced with, so that an end to end flow of the data is discussed.

TRITECH Systems Engineer will configure and install the Standard interfaces on CITY's system hardware. IRDs are not CITY specific documents, and not subject to edits, changes, or approval. CITY specific configurations for Standard Interfaces are documented in configuration worksheets (ICD) and must be approved prior to configuration of the interface.

Installation and configuration of Standard Interfaces can only be performed by qualified members of TRITECH System Engineering or Engineering teams, using proprietary tools. Any changes to the requirements of the Records Check Interface from the approved Configuration worksheet will be subject to additional cost and configuration time. Once each of the Standard Interfaces are installed and configured, they can be staged for FAT.

TRITECH is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by the third party vendors engaged in the implementation of the standard or custom interfaces, unless the work is defined under a subcontract with TRITECH within the scope of this Agreement.

Note 1: Standard Interfaces are developed and enhanced within the TRITECH product version process for TRITECH software products (such as Inform CAD). Changes to standard Interfaces will require adherence to the development life cycle therein. Changes to standard Interfaces that are delivered within this life cycle will require the CITY's system to be on a compatible version.

Note 2: The CITY's provision of Interface Requirements for Standard Interfaces is an early Project checkpoint. This information is needed to prepare the configuration sheets for Standard Interfaces. Incomplete, inaccurate or delayed information can have a cascading effect on the Project Schedule, and may result in a significant delay in completion of the project, since modification to Standard Interfaces are only released with a major version of Inform CAD.

Note 3: Should the CITY make any changes to the configuration of Standard Interfaces made by the CITY which makes the Interface non-supportable any trouble shooting efforts by TriTech will be subject to additional cost for such services.

Note 4: The CITY is responsible for any services or software needed from such Third Party Systems to allow for interaction with the Third Party System or for connecting to TRITECH Interfaces Software in the absence of a Third Party API. TRITECH is not responsible for any cost associated for the API, any required third party lab or certification testing, cost associated with required programming or custom work by the third party vendors, or any license fees that may be required by the third party vendors.

7.5.2 Interface Functional Acceptance Testing

All Standard Interfaces are subject to Functional Acceptance Testing (FAT). FAT for Standard Interfaces is based on CITY approved TriTech standard FAT documents for each interface, as they are applicable to CITY's configurations. These tests have a standard format and will be sent to the CITY for review prior to conducting the FAT.

TRITECH will repeat any failed FAT test following the correction of any issues (module or functionality) which has caused the test to fail.

A full retest of the System will not be conducted to verify the FAT exceptions have been resolved.

7.5.2.1 TRITECH Responsibilities

a) Provide the IRD to the CITY for review for each of the Standard Interfaces.

b) Prepare and submit a TCR to the CITY, documenting the delivery of the IRDs to the CITY for Standard Interfaces.

c) Review the IRD with the CITY for each of the Standard Interfaces and gather and document the configuration options for the Interface.

d) Install and Configure the Standard Interfaces based on the agreed upon configurations.

e) Prepare and submit TCRs upon installation of the Interfaces.

f) Provide the FAT documents to the CITY for review prior to conducting the FAT for each interface.

g) Assist the CITY in conducting testing in accordance with FAT documents.

h) Prepare and Submit a TCR, documenting completion of FAT including any exceptions to FAT.

i) Resolve FAT issues and re-run tests as required.

7.5.2.2 CITY Responsibilities

a) Participate in the review of the IRDs and provide the configuration information to TRITECH in a timely manner.

b) Obtain the API for each of the third party applications that TRITECH interfaces with and provide the document to TRITECH.

c) Engage the third party vendors in the requirement gathering, development, testing and other interface development activities.

d) Review the FAT documents.

e) Participate in the FAT.

f) Assist TRITECH in documenting FAT findings and results.

g) Review and approve the applicable TCRs.

7.6 Integration Testing of Inform CAD, Inform Mobile, and Interfaces

Once the FAT is concluded for all subsystems (Inform CAD, Inform Mobile, and each Interface) and in preparation for Go Live, TRITECH and the CITY will conduct Integration Testing. Integration Testing is scheduled to take one (1) day, however, if errors or problems occur, the failed Integration Test will be repeated, until successfully completed without errors. The Integration testing will be conducted based on a up to 6 (six) scenarios that test the call flow from the call creation to disposition in CAD. These scenarios include the Inform CAD, Inform Mobile and Interfaces that can be tested in the pre-production environment and are scheduled to Go Live at the same time. A group of the CITY staff should participate in this test with TRITECH. TRITECH will work with the CITY on defining the set of test scenarios that test the system based on the CITY'S practices. It is recommended that the CITY utilizes sample calls from their legacy system. These scenarios must be signed off prior to commencement of the integration testing. After successful Integration Testing, the CITY and TRITECH will meet to discuss all facets of the system and make a unified decision that the System is ready for Go Live. TRITECH will prepare a Go Live Authorization Letter to be signed by both TRITECH and the CITY confirming the Parties' agreement that the System is ready for Go Live.

7.7 Implementation of Inform IQ and Analytics

7.7.1 Subscription

TRITECH.com IQ Annual Subscription for the following, based on the specified user band for concurrent users and the duration of the subscription: Tritech.com IQ Search subscription

a. TriTech.com IQ Analytics subscription

The subscription term begins when the real time synchronization between TriTech.com IQ and Inform CAD is established and the data begins to transfer between the applications.

7.7.2 Services

1) Configuration of the real time synchronization service between TRITECH source database(s), and TriTech.com IQ.

2) TriTech.com IQ initial historical data bulk import:

   a. Import for up to 5 years of historical data from each of the following TRITECH subsystems, as long as these subsystems are on the compatible version(s) to integrate with TriTech.com IQ:

      - TRITECH's Inform CAD

      Please note that data import from any other sources, or beyond 5 years is subject to additional services and will be priced separately.

3) TriTech.com IQ Training Services:

   a. IQ Administration Training (Remote)

b. TriTech.com IQ End User Training (Remote)

c. TriTech.com IQ Analytics End User Dashboard Training (Remote)

d. TriTech.com IQ Analytics Reporting End User Training (Remote)

7.7.3 Description of TRITECH services

7.7.3.1 Historical Bulk Import

As part of the implementation a bulk import of up to 5 years of historical data from TRITECH applications will be performed. The bulk import of up to 5 years of historical data allows for end users to utilize the TriTech.com IQ capabilities immediately after implementation, with access to their historical data.

- Up to the last 5 years of data will be extracted from the Inform CAD source database into a series of XML files
- The XML files are transferred to the TriTech.com IQ server located at Nlets
- Once transferred, the data in the XML files is imported into the IQ database

7.7.3.2 Real Time Synchronization Service

For end users to be able to search and report on the data within CAD at the time of implementation of TriTech.com IQ, a copy of the data must be transferred from the CAD database to the IQ database on a continuous and real-time basis. This process is called the Real Time Synchronization Service. The Real Time Synchronization Service is a Windows Service, installed locally on either the source server (for example, CAD). This service sends a copy of the local CAD data to the TriTech.com IQ database located in the Nlets (National Law Enforcement Teletype System) datacenter.

- Database triggers are created within the source databases (for example, CAD)
- The Database triggers queue up the recent data that has been generated in the source database(s)
- The Real Time Synchronization Service monitors the queue and sends the queued data from the source database to the TriTech.com IQ
- If attachments are being contributed to TriTech.com IQ, the IQ engine will call back to the Real Time Synchronization Service and pull the attachments.

7.7.4 Training

Once the TriTech.com IQ is implemented, a TRITECH trainer will deliver the applicable training to the users and administrators of the system remotely.

7.7.4.1 TriTech.com IQ Administration Training (Remote)

This instructor-led training is delivered remotely and may be up to 4 hours in length. This training will be delivered in one session.

This class is designed for those individuals who will be responsible for the administration of Inform IQ. Participants will be instructed on how to configure, administer, and operate the Inform IQ in an administration role. The maximum class size for this training is fewer than 9 participants.

At the completion of the course, participants will be able to perform the following:

- Navigate IQ
- Create and manage roles
- Create and manage users

7.7.4.2 TriTech.com IQ End User Training (Remote)

TriTech.com IQ End User Training (Remote) – This instructor-led training is delivered remotely and may be up to 4 hours in length. This training will be delivered in one session.

This class is designed for the end users of IQ, such as officers, records clerks, dispatchers, dispatch supervisors, managers, and agency administrators. This class may be attended by the end users, or trainers who will be training the end users within the agency. The recommended maximum attendees in this class are up to 12 participants.

At completion of this course, participants will be able to perform the following:

- Access and successfully login to IQ
- Use Navigation functions
- Use Hot Links
- Use Online Help
- Use Search Filters
- Save searches and manage saved searches
- View Search History
- View Search Details
- Set up Search Alerts and manage alerts
- Create and access reports

7.7.4.3 TriTech.com Analytics End User Dashboard Training (Remote)

This instructor-led training is delivered remotely and may be up to 8 hours in length. This training will be delivered in one session.

This class is designed for individuals who are given access to Analytics Dashboard. The recommended maximum attendees in this class are up to 9 participants.

At completion of this course, participants will be able to perform the following:

- Access Analytics Dashboard
- Successfully Login to Analytics Dashboard
- Use the Navigation Slider
- Filter Data
- Use Analytical Combo Controls
- Use interactive data selection to identify trends and key relationships
- Perform operational trending and historical analysis
- Expedite and enhance reporting activities
- Measure performance against work plan or work productivity levels

7.7.4.4 TriTech.com Analytics TriTech.com Analytics End User Dashboard Training (Remote)

This instructor-led training is delivered remotely and may be up to 4 hours in length. This training will be delivered in one session.

This class is designed for individuals who are given access to Analytics Reporting. The recommended maximum attendees in this class are up to 10 participants.

At completion of this course, participants will be able to perform the following:

- Access IQ Reports
- View reports
- Edit reports
- Copying reports
- Export reports
- Use the Report Writer (if applicable)
- Use filtering options
- Sort, Group, and generate Total Counts
- Share reports

7.7.5 Implementation Process

7.7.5.1 CITY Tasks

7.7.5.2 Readiness activities to be completed prior to Implementation

The following conditions must be in place and the activities must be completed by the CITY, before the implementation of TriTech.com IQ can begin.

1) TRITECH applications that are intended to integrate with TriTech.com IQ must meet the following minimum compatibility versions:
   a. Inform CAD 5.5.11 (or higher)
2) Availability of one of the supported Internet Browsers
   a. Internet Explorer 9
   b. Firefox 10
   c. Chrome 15
3) Internet requirements
   a. Broadband internet access via Broadband, high speed cable, or fiber. (Satellite internet connections are not recommended due to high latency delays inherent to satellite communications).
4) Designate project manager and/or contact
   a. To facilitate a successful implementation it will be necessary to establish a point of contact both at the CITY site and at TRITECH

5) Provide access to the CITY's local network

   a. To install and configure the Real Time Synchronization Service and the bulk import the cloud implementation team will need to access the server where the Real Time Synchronization service will be installed, as well as the CAD database server.

6) Designate a server to host the Real Time Synchronization Service

   a. Server needs to have access to the TRITECH database servers to integrate with TriTech.com IQ (e.g. CAD databases)

   b. It recommended the Real Time Synchronization Service be installed on the CAD server.

7) Create Domain User with security rights

   a. When the Real Time Synchronization Service is installed it will be necessary to have the service run under its own Domain User. The domain user will need to have the following rights:

      - Local Admin on the server the service is running on
      - Log on as a Service
      - Full access to c:\temp folder
      - Full access to c:\program files (x86)\Tritech

8) .NET Entity Framework 4.1

   a. .NET Entity Framework 4.1 will need to be installed on the server which will host the Real Time Synchronization Service.

9) Database Mirroring

   a. If there is database mirroring being performed it may be necessary to turn off the mirroring during the implementation process.

10) Provide a snapshot copy of CAD data for historical data bulk import

   a. Performing the data extraction and import will require TRITECH to obtain a backup of the source databases. The database will be destroyed once the import has been completed.

11) Schedule down time for CAD:

   a. At the beginning of the implementation it will be necessary to have all users out of CAD.

   b. An appropriate time to have all users out of CAD, for a 10 minute time period, will need to be scheduled with the users.

7.7.5.3 CITY tasks after the Implementation of TriTech.com IQ

1) Schedule Training

   a. Schedule the Administration and User Training sessions based on the agreed upon schedule.

2) Conduct Additional End User Training

   b. Provide IQ and Analytics End User training to all CITY end users beyond the classes indicated on the Sales Order.

3) Maintenance Requirements

   a. CITY is responsible for keeping CITY computers free of viruses and updated with current security and performance updates provided and distributed by Microsoft.

b. CITY is responsible for ensuring the Real Time Synchronization Service is running

4) Review and approve Task Completion Reports submitted by TRITECH within five (5) business days to acknowledge delivery of products and services.

7.7.5.4 TRITECH Tasks

1) Schedule and conduct Discovery Workshop call with CITY
   a. Meeting Purpose:
      - Exchange contact information between the points of contact
      - Explain the implementation process
      - Answer any questions that may exist
      - Verify implementation date
   b. Participants:
      - TRITECH Project Manager
      - CITY points of contact
      - TRITECH Cloud Program Manager
2) Configure TriTech.com IQ
   a. Provision Agencies within IQ
   b. Provision Administrator Users within IQ
3) Install and Configure the Real Time Synchronization Service
   a. Triggers are created within the CITY's CAD Database
   b. Remotely Install 'Publisher Tier' on CITY's CAD Database Server
   c. Remotely Install Real Time Synchronization Service on CITY site
4) Perform Historical Bulk Import
   a. Backup the applicable source Database(s) (for example CAD)
   b. If the CITY has a Test/Training system, restore the backed up database(s) on CITY's Test/Training server
   c. Perform historical data extract from the source database(s)
   d. Transfer XML files (database Backup(s)) to TRITECH
   e. Perform the historical bulk Import to TriTech.com IQ
5) Remotely Enable and Secure Real Time Synchronization Service
6) Deliver the remote training sessions based on the agreed upon schedule
7) Prepared and submit Task Completion Reports (TCR) to the CITY for approval to document delivery of products and services.

7.8 System and Subsystem Go Live

The "cut over" of each of the Inform CAD, Inform Mobile and Interfaces into the production environment is a highly orchestrated activity that will require a number of resources from both the CITY and TRITECH teams. It is recommended that Inform CAD, Mobile, and the Inform CAD Subsystems (such as the Go Live interfaces) are taken into production at one time, unless TRITECH and the CITY agree on designating certain components of the System as Post Go Live Deliverables.

7.8.1 Inform CAD, Mobile, and Interface Go Live

The "cut over" of the Inform CAD, Inform Mobile and Interfaces into the production environment is a team approach. It is the intent of the Project to take all these Subsystems Live at the same time.

TRITECH utilizes a pre-Go Live checklist for Inform CAD with various activities to ensure readiness of the System prior to Go Live. There are some tasks that must be performed by the CITY, which are detailed in the pre-Go Live checklist. This activity begins several weeks in advance of Go Live.

TRITECH will provide the CITY with a standard Go Live authorization letter that must be approved by the CITY's Project Police Captain no later than 2 weeks prior to Go Live. This letter will list all the Subsystems that are scheduled for the Go Live, and any exceptions to Go Live applications. It also memorializes the date and time of Go Live, as well as the CITY's confirmation that the System and staff are ready for Go Live.

Prior to Go Live the pre-production test data will be purged from the CITY's system. The equipment is staged as needed to move into the communications center and/or units. Units and personnel are logged into the System and Interfaces are activated.

At Go Live, the TRITECH and the CITY implementation teams will support the users in the transition to the new System. Any issues are logged and resolved through TRITECH Customer Services. A more detailed Go Live plan will be provided with adequate lead time.

The duration of the Go Live support for Inform CAD and its subsystems for this project will be 2 days (to include pre and post cutover) by 3 people. The Project Manager will be an active participant in the Go Live process. The breakdown of onsite Go Live Services is as follows:

Inform CAD, Mobile, and Inform CAD Interfaces:

Total of 2 people for 3 days 24 hour coverage.

7.8.1.1 TRITECH Responsibilities

a) Provide to the CITY a Go Live check list with adequate time for review.

b) Prepare and submit a Go Live authorization letter to the CITY.

c) Identify the participants for the Go Live in accordance with the terms of the Agreement.

d) Have specified personnel onsite in advance of the Go Live date to begin the final inspection of the CITY's system as part of the Go Live check list.

e) Provide System monitoring resources following the actual System cut over as specified within the Agreement.

f) Prepare and submit a TCR to the CITY's Police Captain when the Go Live 30-day operational testing of the Inform CAD and Mobile CAD are completed to the CITY'S satisfaction.

7.8.1.2 CITY Responsibilities

a) Timely review of the Go Live checklist.

b) Complete Mobile roll out process in sufficient time to allow for testing prior to Go Live.

c) Review and approve the Go Live authorization letter no later than 3 weeks prior to the scheduled Go Live.

d) Provide adequate persons for the supervision and monitoring of the CITY's Inform CAD end users 24/7 beyond the participation of the TRITECH staff.

e) Provide dedicated workstations (preferably 2 workstations) for TRITECH support staff during Go Live support period.

f) Provide 24/7 support by the CITY's IT department.

g) Develop a process for the reporting and resolution of field mobile issues.

h) Review and approve the applicable TCR.

7.9 Acceptance Test Period

Beginning on the date of Go Live (live operational use) for Inform CAD and Inform Mobile will be tested for a thirty (30) day Acceptance Test Period to verify operational functionality in a live production environment. If no Critical Priority or Urgent Priority Software Errors (as those terms are defined in Professional Services Agreement **Exhibit C** Inform CAD and Inform Mobile Software Support Agreement (the "Software Support Agreement") are reported during such thirty (30) day period, a Task Completion Report (TCR) will be submitted to the CITY'S Project Police Captain for his signature to confirm the City accepts the results of the system tests.

In the event that a Critical Priority Software Error occurs during the thirty (30) day Acceptance Test Period, the test period will be stopped and restarted once TRITECH has provided a resolution in accordance with Exhibit C.

In the event that an Urgent Priority Software Error occurs between day one (1) and day thirty (30), the test period will be suspended and resumed from the day the resolution has been provided in accordance with Exhibit C, e.g. if the test period is suspended on day sixteen (16), the test will resume on day sixteen (16); but in any event will allow for at least five (5) days of testing should an Urgent Priority Software Error occur during the last five (5) days of the Acceptance Test Period.

Upon successful completion of the thirty (30) day Acceptance Test Period, TRITECH'S Project Manager will provide a final TCR to the CITY'S Project Police Captain for signature. The Police Captain will sign the TRC only after the CITY accepts the final functional testing results.

8 PROJECT CLOSURE

Project Closure includes the steps to close the Project and transition of the System and Subsystems to the City's Police Department. Project Closure also includes the execution of any remaining Deliverables that the CITY has chosen to have delivered post-Go Live.

During Project Closure the remaining Project related administrative tasks are completed by TRITECH and the CITY. Project documentation is archived, and the Project is officially handed over to the CITY, the TRITECH Account Executive, TRITECH Customer Services Department.

8.1 System Transition

Following Go Live, there is a transition period where the CITY moves from the implementation team to the support team. This transition will change the CITY's primary point of contact from the TRITECH Project Manager to a designated TRITECH Account Executive. Software support will be handled through the TRITECH Customer Services Department. The CITY's issues will be entered, tracked and managed via a computerized and web-enabled issues tracking system. This tracking system will become available to the CITY at system installation.

8.1.1.1 TRITECH Responsibilities

a) Provide payment reconciliation, final TCRs and final invoices.

b) Transition the TRITECH point of contact from the Project Manager to the Account Executive and Customer Services department.

c) Provide continued support based on terms of Agreement.

8.1.1.2 CITY Responsibilities

a) Provide approval of Project TCRs within five (5) business days.

b) Provide payment reconciliation and payment of final invoices within 30 days of the CITY's final project completion approval as evidenced by the CITY's signature on the Acceptance TCR.

9 APPENDIX A - REQUIRED INFORM CAD CONFIGURATION VALIDATION WORKSHOP CODE FILE BUILD

The purpose of this table is to identify specific portions of the System Code files, and modules that must be built and configured prior to Inform CAD System Configuration Validation Workshop.

Note: Items identified with asterisk (*) are optional, and will be built as specified, only if the CITY chooses to use them.

Code File Item	Must Be Built Prior to Configuration Validation Workshop	To Be Reviewed and Built at Configuration Validation Workshop	To Be Built After Configuration Validation Workshop by the CITY, Under TRITECH's Supervision	To Be Built and Reviewed at Follow Up Workshop
Advisor		Build 2 completely	X	
Assigned Incident Queue/Assigned Units Queue	Standard			
Bolo Type [Law agencies only]*	Build based on the provided SMS		X	
Permit Type*	Standard			
Call Response Disposition	Build based on the provided SMS	X		
Call Taking	Standard	Review functionality		
Caller Types	Standard			
Cancellation Reasons	Build based on the provided SMS		X	
Capability Types*		Review functionality	X	
Cardfile *		Review functionality	X	
Cardfile categories *		Review functionality	X	
Caution note category	Build based on the provided SMS	Review functionality	X	

The contents of this Appendix A are confidential and proprietary to TriTech Software Systems and may not be reproduced, published or disclosed to others without the prior written consent of TriTech Software Systems.

Caution Note Source	Build based on the provided SMS	Review functionality	X	
Caution Notes		Review functionality	X	
Change Destination Reason *		Review functionality	X	
Color Assignment (for the queues)		Review functionality	X	
Confidential Comments*		X		
Controlling Dispatcher		Review functionality	X	
Custom Data Field Builder*				Review functionality (limited to first 15 only)
Custom Timestamp Builder*				Review functionality
Customer Information		X		
Employee Schedule Change *		Review functionality	X	
Explorer Setup Utility		X		
Eye Description [Law agencies only]	(TRITECH uses NCIC standard)			
Facility Warning Reasons *		Review functionality	X	
Gender Description- [Law agencies only] *	(TRITECH uses NCIC standard)			
GIS REQ. Cities Tables	X (Part of GIS Conversion)			
GIS REQ. County Tables	X (Part of GIS Conversion)			
GIS REQ. Map Layers (parks, water, rails, etc.)	X (Part of GIS Conversion)			
GIS REQ. Response Areas	At least one will be built for Configuration Validation Workshop. If	Review functionality	X	

The contents of this Appendix A are confidential and proprietary to TriTech Software Systems and may not be reproduced, published or disclosed to others without the prior written consent of TriTech Software Systems.

	Provided to TRITECH prior to Configuration Validation Workshop, this information will be imported to Inform CAD			
GIS REQ. State Tables	X (Part of GIS Conversion)			
GIS REQ. Streets Database	X (Part of GIS Conversion)			
Hair Description [Law agencies only]	(TRITECH uses NCIC standard)			
Hierarchy	X			
Hydrant Class Type *	Standard			
Incident Types	Build based on the provided SMS	Review functionality		
Inter-Agency security and comment sharing (if applicable)		X		
Late Response Reasons *		Review functionality	X	
License Plate Types [Law Agencies only] *	(TRITECH uses NCIC standard)			
Location Type Utility	Standard	Review functionality		
Message Audit Utility		Review functionality		
Method Call Received *	Standard		X	
MSI - Call Taking Settings		Review functionality	X	
MSI - Global Settings		X		
MSI - Priority Builder		X		
MSI - Toggles		X		

The contents of this Appendix A are confidential and proprietary to TriTech Software Systems and may not be reproduced, published or disclosed to others without the prior written consent of TriTech Software Systems.

MSI-Miscellaneous Functionality		X		
MSI-Nomenclature	Standard			
MSI-Odometer *		X		
Multi Agency Setup *		X		
New Messaging	Standard			
Number Setup Utility		Review functionality		
Out of Service Reasons	Build based on the provided SMS			
Password Security		Build 2 completely	X	
Pending Incident Queue	Standard			
People as Capabilities *		Review functionality	X	
Permission Security Manager		Build 2 completely		
Permit Status*	Standard			
Permit Type*	Build based on the provided SMS	Review functionality	X	
Personnel Manager	Build up to 50 prior to Configuration Validation Workshop		X	
Powerline Setup Utility		Review functionality		
Premise Utility		Review functionality	X	
Priority Builder	Build based on the provided SMS	Review functionality	X	
Problem (Incident Sub-Type)	Build based on the provided SMS	Review functionality	X	
Units Queue	Standard			

The contents of this Appendix A are confidential and proprietary to TriTech Software Systems and may not be reproduced, published or disclosed to others without the prior written consent of TriTech Software Systems.

Race Description [Applicable to Law agencies only] *	(TRITECH uses NCIC standard)			
Radio Channels*		Review functionality	X	
Reset Timer Reasons*				Review functionality
Resource Icon Assignment	Standard			
Response Area Builder	Build at least one prior to Configuration Validation Workshop	Review functionality	X	X
Response Plan Manager		Review functionality	X	X
Response-Incident Editor Queue	Standard	Review functionality		
Roster Cancellation Reasons*		Review functionality	X	
Roster Exception Reasons *		Review functionality	X	
Roster Setup Utility *		Review functionality	X	
Roster Template Builder *		Review functionality	X	
Shift Type	Build based on the provided SMS			
Shorthand Comment Builder		Review functionality	X	
Sound Manager		Review functionality	X	
Station Post Manager	Build based on the provided SMS	Review functionality	X	
Status Names	Build based on the provided SMS	Review functionality		
Street Finder alias Utility		Review functionality	X	
Timers and Warnings Utility		Review functionality	X	

The contents of this Appendix A are confidential and proprietary to TriTech Software Systems and may not be reproduced, published or disclosed to others without the prior written consent of TriTech Software Systems.

Unit Names	Build based on the provided SMS		X	
Unit Status Queue	Standard			
Upgrade-Downgrade Reasons		Review functionality	X	
User Functionality Groups	Standard			
Vehicle Manager	Build based on the provided SMS	Review functionality	X	

The contents of this Appendix A are confidential and proprietary to TriTech Software Systems and may not be reproduced, published or disclosed to others without the prior written consent of TriTech Software Systems.

10 APPENDIX B - CONTRACTED MODIFICATIONS TO STANDARD TRITECH SOFTWARE PRODUCTS

There are no product modifications proposed for this project.

11 APPENDIX C - STANDARD TRITECH INTERFACES

Note: The scope of functionality for these Standard interfaces is limited to 1) the capability of the TRITECH System being interfaced and 2) the capabilities of the external system being interfaced.

Note: High level descriptions of each of the standard interfaces below will become the basis for the scope of detailed requirements, described in the IRD. Any changes in the requirements documented in the Standard IRDs are subject to formal Change Order and subject to additional charge.

Note: The CITY is responsible for the cost and coordination of development of the vendor side of all interfaces to the third party applications for the interfaces that the vendor is not a TRITECH Subcontractor, based on the Agreement.

List of Project's Standard Interface:

Production Environment:

a) One (1) Standard ANI/ALI Interface

b) One (1) Standard CAD to RMS Data Transfer Interface (third party RMS/County RMS)

c) One (1) Standard NCIC/State Message Switch Interface

d) One (1) Standard Paging Interface

Disaster Recovery Environment:

No Disaster Recovery Interfaces.

Test Environment:

No Test System Interfaces

NCIC State Message Server

The Standard NCIC State Message Server includes the following Queries and Connections:

1. Standard Queries

   The following standard queries/masks will be included in the project, subject to applicable access (State switch access). These standard queries can be performed via CAD PowerLine, CAD Query screen, and Mobile Query screen.

   - Driver's License Query
   - Firearms Query (If available through State/NCIC , this may include historical registration and stolen entry; historical wants)
   - License Plate Query (If available through State/NCIC, this may include LoJack)
   - Name/DOB Query (If available through State/NCIC, this may include Warrant or Missing/Unidentified person Information)
   - Property Lookup Query
   - VIN Lookup Query (Information on specialty vehicles, such as boat, aircraft and the like is only available based upon data available through State/NCIC. Specialty vehicle databases and quires can be added as custom connections or quires.)
   - Administrative Messages (available through State/NCIC)

Note: None of above queries include updates (Cancel, Clear, Locate, Modify), or new entries.

Note: Above queries are included as long as they can run against Standard Connections, or Custom connections specified by the Agreement.

2. Custom Queries

   Custom queries can be performed via Inform CAD Query screen and Mobile Query screen only. For an additional cost, custom PowerLine commands can be developed for these queries.
   Examples of custom queries include, but are not limited to the following:

   - New record entries (For each of Standard or Custom queries)
   - Updates (Clear, Cancel, Locate, Modify)- (For each of Standard or Custom queries)
   - Boat queries to separate databases not available through standard connections
   - Restraining order

   No Custom Queries are included in this Agreement:

3. Standard Connections

   The following standard connections will be included in the project, subject to applicable access (State switch access in most states and County access in California). Queries can be configured to access the following connections:

   - State Justice Switch
   - Inform CAD (BOLO and Plate History)

4. Custom Connections

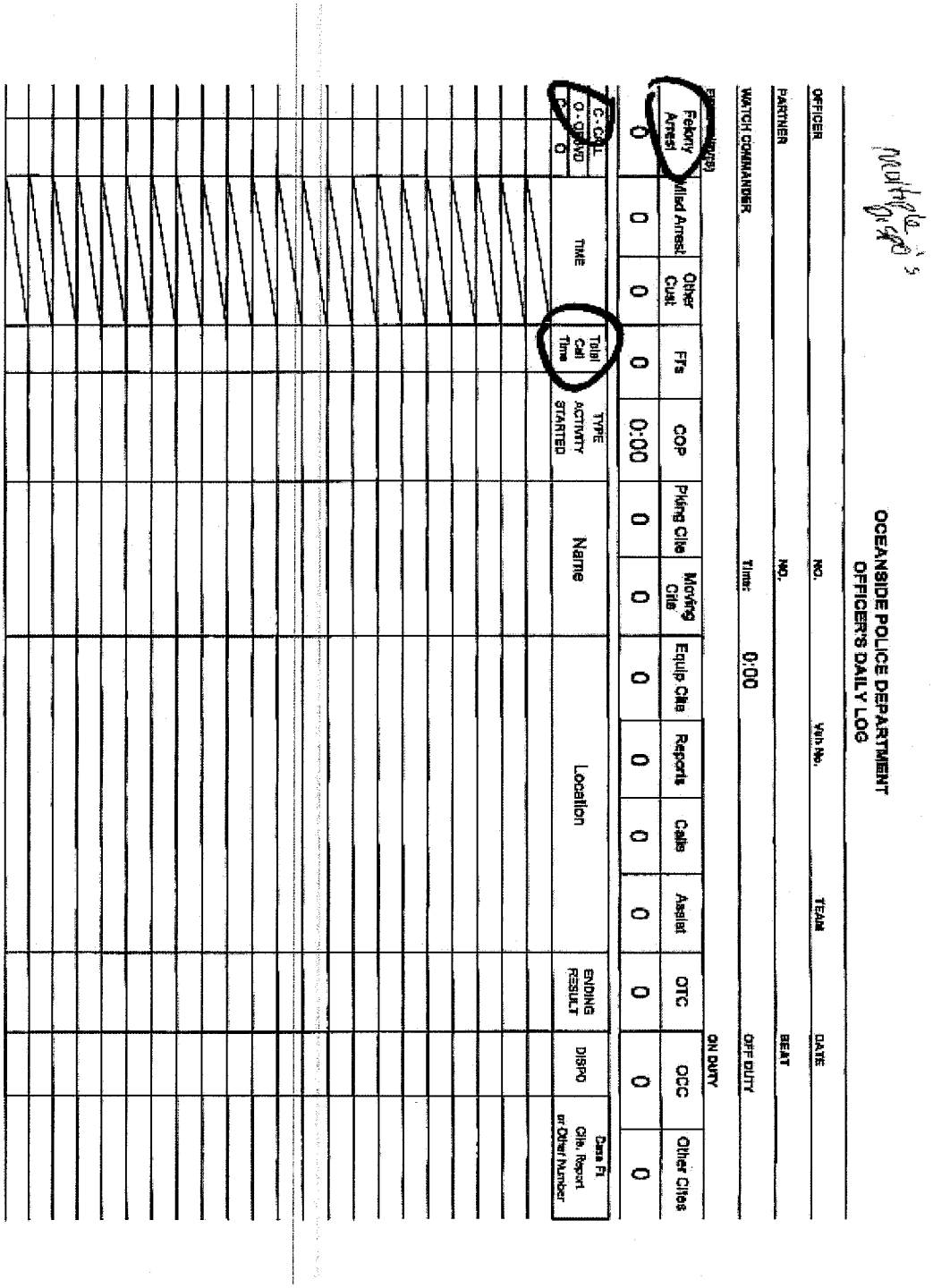
   None

12 APPENDIX D - CUSTOM TRITECH INTERFACES

There are no Custom Interfaces proposed for this Project.

13 APPENDIX E - CUSTOM REPORTS

The 'Officer Log' report to be developed as part of this project is to be based upon the example extracted from a copy of the CITY's existing 'Officer Log' and is included below for reference. The custom report to be provided by TRITECH will be developed in collaboration with the CITY using TRITECH's standard processes for custom software development.



OCEANSIDE POLICE DEPARTMENT
OFFICER'S DAILY LOG

OFFICER NO. Veh No. TEAM DATE
PARTNER NO. BEAT
WATCH COMMANDER Time: 0:00 OFF DUTY

Felony Arrest	Misd Arrest	Other Cust	FTs	COP	Ped Cite	Moving Cite	Equip Cite	Reports	Calls	Assist	OTC	ON DUTY	Other Cites
0	0	0	0	0:00	0	0	0	0	0	0	0	0	0

C - CALL
O - OBSVD
0 0

TIME	Total Call Time	TYPE ACTIVITY STARTED	Name	Location	ENDING RESULT	DISPO	OCC	Case Nr Cite, Report or Other Number

14 APPENDIX F – eGROUP STATEMENT OF WORK

The following is the statement of work for the hardware vendor, eGroup.

Description of Services & Deliverables

Cisco Servers

Rack / stack / cable – 3 Cisco 220 Servers
Update Firmware to latest version

EMC VNXe 3150

Rack / Stack and initialize for one EMC VNXe 3150
Configure Storage Pools for vSphere Data Stores
Configure vCenter integration with Unisphere
Configure iSCSI for connectivity

VMware vSphere & vCenter

Install vSphere ESXi 5.5 on 3 Cisco 220
Install and configure vCenter server as a Virtual Machine
Configure proper storage network traffic connectivity
Documentation and Knowledge transfer as required by the CITY
Provide Phone Support as needed by TRITECH/CITY project staff

Project Management

Facilitates the scheduling, delivery, and timelines for all products, services, and support
Weekly project status update calls with TriTech's Project Manager and the CITY's Project Manager /Police Captain
Facilitates requirements sharing between resources (the CITY, TriTech and eGroup)
Single point of contact for project related inquiries

TriTech Responsibilities:

Prior to the start of the Services, TriTech will designate a person ("Customer Point of Contact") to whom all communications relative to the eGroup Services will be addressed, and who will have responsibility to interact with the CITY's Point of Contact. The CITY's Point of Contact will have authority to act on the CITY's behalf in all matters regarding this SOW.

TriTech Point of Contact will:

Serve as the interface between eGroup's project team and the CITY's departments participating in the Services

Attend status meetings involving eGroup and the CITY
Obtain and provide applicable information, data, consents, decisions and approvals as required by eGroup to perform the Services
Help resolve Services issues, and escalate issues within the CITY's organization, as necessary

Project Closure Review / CITY Acceptance:

At the conclusion of the project, eGroup project manager to send TriTech's Project Manager a contact survey for review of the project.
After the TriTech Project Manager/ fills out the survey, the CITY's Project Manager/Police Captain to review any open issues and address with the TriTech Project Manager
Outstanding items, if any, to be completed
Once all items are completed, TriTech's Project Manager will submit a Task Completion Report to the CITY's Project Manager/Police Captain to sign Project Acceptance Sign-Off, signifying project finalization.

15 APPENDIX G – Sample Report Forms

The following standard Sample Report Forms are attached:

Alarm Site Report
BOLO Briefing Report
CAD Log of Calls
Call Type Report
Calls by Grid
Canceled Incident
Inter-Agency Comment
Inter-Agency Security
Line-Item Incident
Out of Service
Permit
PowerLine Function Key Configuration
Pre-Scheduled Call
Reconciliation
Response Incident Listing
Roster Hours Worked
Rotation Provide Skip
Rotation Provider Suspension
Rotation Provider
Rotation Request
Time-Based
Transportation Volume
Unverified Address
Vehicle Response Time Report

EXHIBIT B
PROJECT PRICING and PAYMENT MILESTONES

Project Products & Services

TRITECH Software License Fee(s)

Inform CAD Software License Fee(s)	Unit Price	Qty	List Price	Discount	Total Price
Inform CAD Server Software (B - 6-20 Positions)	$30,000.00	1	$30,000.00	$0.00	$30,000.00
Inform CAD Position	$10,000.00	11	$110,000.00	$0.00	$110,000.00
Inform CAD Routing Server	$18,700.00	1	$18,700.00	$1,870.00	$16,830.00
Inform CAD The GISLink Utility	$20,000.00	1	$20,000.00	$0.00	$20,000.00
Inform CAD the Archive and Reporting Server Software	$18,500.00	1	$18,500.00	$0.00	$18,500.00
Inform CAD Browser (A - 1-40 Concurrent Users)	$10,000.00	1	$10,000.00	$0.00	$10,000.00
NCIC/State Query Position for Inform CAD	$500.00	11	$5,500.00	$0.00	$5,500.00
NCIC/State Message Switch Software - Inform CAD/Inform Mobile	$50,000.00	1	$50,000.00	$0.00	$50,000.00
Standard ANI/ALI Interface	$9,000.00	1	$9,000.00	$0.00	$9,000.00
Standard Alpha Numeric Paging Interface	$9,000.00	1	$9,000.00	$0.00	$9,000.00
*Standard Inform CAD to RMS (Existing MOT RMS) Interface	$20,000.00	1	$20,000.00	$0	$20,000.00
Inform CAD Test/Training	$0.00	1	$0.00	$0.00	$0.00
Inform Mobile Test/Training	$0.00	1	$0.00	$0.00	$0.00
			Inform CAD Software License Fee(s) Subtotal:		*$298,830.00*

Inform Mobile Software License Fee(s)	Unit Price	Qty	List Price	Discount	Total Price
Inform Mobile Server Software (B - 41-100 Positions)	$25,000.00	1	$25,000.00	$0.00	$25,000.00
Inform Mobile Base Position with CJIS/NCIC Forms	$1,000.00	90	$90,000.00	$0.00	$90,000.00
			Inform Mobile Software License Fee(s) Subtotal:		*$115,000.00*
				**TRITECH Upgrade Credit:*	*-$(397,000.00)*
				TRITECH Software License Fee(s) Total:	***$16,830.00***

****Credit for existing licenses, includes: Bolo, Rostering, Multi-Assign are now part of the new core application. Credit is also provided for the Standard Inform CAD to RMS (Existing MOT RMS) Interface .***

TRITECH Implementation Service Fee(s)

Inform CAD Implementation Service Fee(s)	Unit Price	Qty	List Price	Discount	Total Price
Browser Server Configuration	**$1,400.00**	**1**	**$1,400.00**	**$0.00**	**$1,400.00**
Inform CAD Position Configuration (up to 5 workstations)	**$875.00**	**3**	**$2,625.00**	**$0.00**	**$2,625.00**
Inform CAD Archive Server Configuration	**$2,100.00**	**1**	**$2,100.00**	**$0.00**	**$2,100.00**
Inform CAD Reporting Server Configuration	**$2,100.00**	**1**	**$2,100.00**	**$0.00**	**$2,100.00**
Base Inform CAD Server Configuration (Includes installation of the Database server, Web server, and Comm. server)	**$3,500.00**	**1**	**$3,500.00**	**$0.00**	**$3,500.00**
Inform CAD Test/Training Server Configuration	**$2,800.00**	**1**	**$2,800.00**	**$0.00**	**$2,800.00**
Inform CAD Interface Server Configuration (per interface server)	**$875.00**	**5**	**$4,375.00**	**$0.00**	**$4,375.00**
Inform CAD System Administration Training Course (Per student - 4-5 days at TRITECH)	**$1,450.00**	**1**	**$1,450.00**	**$0.00**	**$1,450.00**
GISLink Training Course (3 day on-site)	**$2,800.00**	**1**	**$2,800.00**	**$0.00**	**$2,800.00**
Inform CAD User Training Course (Per class - 4-day class up to 10 students)	**$5,600.00**	**3**	**$16,800.00**	**$0.00**	**$16,800.00**
Three (3) day Inform CAD Workshop	**$4,200.00**	**2**	**$8,400.00**	**$0.00**	**$8,400.00**
Inform CAD Data Conversion Services (Caution Notes and Premise Data History only)	**$15,000.00**	**1**	**$15,000.00**	**$0.00**	**$15,000.00**

EXHIBIT B
PROJECT PRICING

Sys Engineering Service - Interface config. and testing	**$43,000.00**	**1**	**$43,000.00**	**$0.00**	**$43,000.00**
Inform CAD Discovery Workshop	**$7,000.00**	**1**	**$7,000.00**	**$0.00**	**$7,000.00**
Inform CAD Validation Workshop	**$7,000.00**	**1**	**$7,000.00**	**$0.00**	**$7,000.00**
Inform CAD Business Analysis and Consultation Services	**$26,250.00**	**1**	**$26,250.00**	**$0.00**	**$26,250.00**
Onsite Go Live Support Services for Inform CAD and Inform Mobile (2 people - 3 days, 24 hour coverage)	**$28,000.00**	**1**	**$28,000.00**	**$0.00**	**$28,000.00**
Custom Inform CAD Mapping Conversion Services (Client supplied data)	**$20,125.00**	**1**	**$20,125.00**	**$0.00**	**$20,125.00**
		CAD Implementation Service Fee(s) Subtotal			*$194,725.00*

Inform Mobile Implementation Service Fee(s)	Unit Price	Qty	List Price	Discount	Total Price
Inform Mobile Server Configuration (per Server)	$1,750.00	2	$3,500.00	$0.00	$3,500.00
Inform Mobile Interface Server Configuration (per Interface Server)	$1,750.00	2	$3,500.00	$0.00	$3,500.00
Inform Mobile Position Configuration (5 units)	$1,750.00	1	$1,750.00	$0.00	$1,750.00
Inform Mobile Administration Training Course (Per class - 1-day up to 3 students)	$1,800.00	1	$1,800.00	$0.00	$1,800.00
Inform Mobile Train-The-Trainer (Per class - 1-day up to 8 students) 1 Day	$1,800.00	1	$1,800.00	$0.00	$1,800.00
Inform Mobile System Configuration and BA services (A - 41-100 Licenses)	$25,000.00	1	$25,000.00	$0.00	$25,000.00
Custom Inform Mobile Mapping Conversion Services (Client supplied data)	$8,400.00	1	$8,400.00	$0.00	$8,400.00
Inform Mobile Mapping Upgrade – v5.6 / 5.7	$75.00	90	$6,750.00	$0.00	$6,750.00
		Mobile Implementation Service Fee(s) Subtotal:			*$52,500.00*

TRITECH.com IQ Implementation Service Fee(s)	Unit Price	Qty	List Price	Discount	Total Price
TRITECH.COM IQ Setup and Conversion Services (Up to 5 years for TT Products)	$1,100.00	1	$1,100.00	$0.00	$1,100.00
TRITECH.COM IQ ANALYTICS Set Up Services	$700.00	1	$700.00	$0.00	$700.00
TRITECH.COM IQ 1/2 Day Admin Training	$700.00	1	$700.00	$0.00	$700.00
TRITECH.COM IQ ANALYTICS 1/2 Day Reporting End User Training	$700.00	1	$700.00	$0.00	$700.00
TRITECH.COM IQ ANALYTICS 1 Day Dashboard End User Training	$1,400.00	1	$1,400.00	$0.00	$1,400.00
TRITECH.COM IQ 1/2 Day End User Training)	$700.00	1	$700.00	$0.00	$700.00
		IQ Implementation Service Fee(s) Subtotal:			*$5,300.00*
		TRITECH Implementation Service Fee(s) Total:			***$252,525.00***

Custom Solution(s)

Product Name	Unit Price	Qty	List Price	Discount	Total Price
Officer Reporting Log	$8,400.00	1	$8,400.00	$0.00	$8,400.00
		Custom Solution(s) Total:			***$8,400.00***

Project Related Fees(s)

Product Name	Unit Price	Qty	List Price	Discount	Total Price
Systems Integration Fee	$32,284.13	1	$32,284.13	$0.00	$32,284.13
Project Management	$99,000.00	1	$99,000.00	$0.00	$99,000.00
Training Session Cancellation Fee (To be billed only in the event of a training session cancellation)	$1,000.00	1	$1,000.00	$0.00	$1,000.00
Estimated Travel Expenses (To be billed as incurred)	$4,500.00	1	$0.00	$0.00	$4,500.00
Source Code Escrow (Set-up Fee)	$1,100.00	1	$1,100.00	$0.00	$1,100.00
		Project Related Fee(s) Total:			***$137,884.13***

EXHIBIT B
PROJECT PRICING

Hardware and Third Party Software (Hardware and Third Party Software Detail is provided at the end of this Exhibit B)

Product Name	Unit Price	Qty	List Price	Discount	Total Price
Hardware and Third Party Software Cost	$107,613.79	1	$107,613.79	$0.00	$107,613.79

Hardware Total: ***$107,613.79***

Recurring Fee(s) (Year 1)

Product Name	Unit Price	Qty	List Price	Discount	Total Price
TRITECH.COM IQ Search (C - 41-250 Concurrent Users) One Year Subscription	$7,200.00	1	$7,200.00	$0.00	$7,200.00
TRITECH.COM IQ ANALYTICS 5 Concurrent User Bundle One Year Subscription	$2,500.00	1	$2,500.00	$0.00	$2,500.00

Recurring Fee(s) (Year 1) Total: ***$9,700.00***

Annual Software Support Fee(s) (Year 1) – Note that the list below is for the new TRITECH Software Licenses granted under this Agreement. Upon go Live, Software Support fees will be prorated as applicable. The CITY's existing TriTech Software Licenses and annual support fees (for the period September 1, 2014 through August 31, 2015) are listed on the following page.

Product Name	Support Level	Annual Maintenance Amount
Inform CAD Server Software (B - 6-20 Positions)	24 x 7	$6,600.00
Inform CAD Position	24 x 7	$24,200.00
Inform CAD Routing Server	24 x 7	$4,114.00
Inform CAD The GISLink Utility	24 x 7	$4,400.00
Inform CAD the Archive Server Software	24 x 7	$4,070.00
Inform CAD Browser (A - 1-40 Concurrent Users)	24 x 7	$2,200.00
NCIC/State Query Position for Inform CAD	24 x 7	$1,210.00
NCIC/State Message Switch Software - Inform CAD/Inform Mobile	24 x 7	$11,000.00
Standard ANI/ALI Interface	24 x 7	$1,980.00
Standard Alpha Numeric Paging Interface	24 x 7	$1,980.00
Standard Inform CAD to RMS (Existing MOT RMS Interface)	24 x 7	$4,400.00
Inform Mobile Server Software (B - 41-100 Positions)	24 x 7	$5,500.00
Inform Mobile Base Position with CJIS/NCIC Forms	24 x 7	$19,800.00
Inform Mobile Mapping Upgrade – v5.6 / 5.7	24 x 7	$1,485.00
Officer Reporting Log	24 x 7	$1,848.00
Inform CAD Test or Training System Maintenance (A - 1-5 Users)		$1,782.00
Inform Mobile Test or Training System Maintenance		$2,090.00

Annual Software Support Fee(s) (Year 1) Total: ***$98,659.00***

Project Total: $631,611.92

Estimated Sales Tax: (CA State: 8 %)	Taxable sales: $66,061.82	Subtotal: $631,611.92 Sales Tax Amount: $5,284.95

Quote Total: $636,896.87

EXHIBIT B
PROJECT PRICING and PAYMENT MILESTONES
Payment Milestones

Payment Milestones		
25% of TRITECH Software & Services at Contract Signature	$	129,349.53
20% of TRITECH Software & Services at Installation	$	103,479.63
30% of TRITECH Software & Services & Support Fees at Go-Live	$	155,219.44
25% of TRITECH Software & Services at Acceptance*	$	129,349.53
Sub-total	$	517,398.13
Hardware & Third Party Software tax included to be invoiced upon delivery – note that there may be multiple deliveries	$	112,898.74
Source Code Escrow Set-up Fee – Due at Go Live	$	1,100.00
Total Project Cost	**$**	**631,396.87**
Training Cancellation to be invoiced only if incurred	$	- 1,000.00
Travel to be invoiced as incurred	$	- 4,500.00
Budgeted Project Total (with Source Code Escrow fee)	**$**	**636,896.87**

Annual software support fees following the initial term will be invoiced in accordance with **Exhibit C**.

Recurring fees for TriTech.com IQ and TriTech.com analytics to be invoiced annually in accordance with **Exhibit E.**

Annual Source Code Escrow Account fees to be invoiced annually in accordance with **Exhibit F.**

DESIGNATED TRITECH SOFTWARE INSTALLATION LOCATION:

Oceanside Police Department
3855 Mission Ave.
Oceanside CA 92056

EXHIBIT B
PROJECT PRICING

Component Description	Make/Model, Part #	Qty	Unit	Total Cost
PRODUCTION SITE HARDWARE				
VM Host Server				
Cisco - (3) UCS C220's Each With (2) 2.6 GHz 8 Core Processors , 64GB of RAM , (2) 16 GB SD Cards, and 3 Years of 24x7x4 SNTP SMARTnet Support		3	$8,001.72	$24,005.16
Data Storage				
EMC - (1) VNXe 3150 with (10) 600 GB 15K SAS Drives, (6) 600GB BASE SAS Drives, and 3 Years of 24x7 Premium Hardware and Software Support		1	$22,718.69	$22,718.69
Network Switching				
Client Provided		0	$ -	$ -
Serial Emulation				
DIGI PortServer TS MEI (4 port) RJ-45 Terminal Server	70001807	1	$ 410.37	$ 410.37
DIGI Cable Adapter Evaluation Kit (includes one each of 6 adapters & RJ-45 Ethernet cable)	76000693	4	$ 31.90	$ 127.60
Installation Services				
Install and Configure Servers & SAN Storage (eGroup)		1	$16,700.00	$16,700.00
Create and deploy VMware Virtual Machines (TRITECH CIS - 11 VMs)		1	$ 1,975.00	$1,975.00
Logistics				
Shipping		1	$ 125.00	$ 125.00

*Support start dates are set by the product manufacturer and typically begin when the product is first shipped.

Total Product Site Hardware **$66,061.82**

EXHIBIT B
PROJECT PRICING

Component/Description	Release/Level	Qty	Cost	Total Cost
PRODUCTION SITE SOFTWARE				
Virtualization Software				
VMware Essentials Plus Kit (Includes 6CPU vSphere Essentials Plus and 1 x vCenter Foundation License) With 3 Years 24x7 Production SNS Support	eGroup	1	$ 7,480.38	$ 7,480.38
Operating System Software				
Windows Server DataCenter 2012 (2-Processor) Gov w/ Software Assurance	P71-07275	3	$ 6,193.76	$18,581.28
Relational Database Management Software				
SQL Server 2012 Standard 2-Core Gov w/ Software Assurance - 4 Licenses (2) CAD (2) Data Warehouse	7NQ-00287	4	$ 3,607.30	$14,429.20
NOTE: SQL Server 2012 licenses all downgradable to 2008 version				
Server Backup Software				
SYMC BACKUP EXEC 2012 SERVER WIN (Data Warehouse)	20056156	1	$ 664.03	$ 664.03
SYMC BACKUP EXEC 2012 REMOTE AGENT WIN - 1 Licenses (CAD)	20056831	1	$ 397.08	$ 397.08

*Support start dates are set by the product manufacturer and typically begin when the product is first shipped.

Total Product Site Software **$41,551.97**

EXHIBIT C

TRITECH INFORM CAD AND INFORM MOBILE SOFTWARE SUPPORT AGREEMENT

1.0 THIS EXHIBIT C TO THE PROFESSIONAL SERVICES AGREEMENT (THE "PSA") DEFINES THE SUPPORT TERMS AND PROCESSES FOR ANNUAL SUPPORT OF THE CITY'S LICENSED TRITECH SOFTWARE APPLICATIONS.DEFINITIONS

"Documentation" means any standard user manuals or other related instructional and/or reference materials provided by TRITECH, including on-line help information and Release Notes issued in connection with Updates. In case of a conflict between written documentation (user manuals or Release Notes in printed or CD-ROM format) and on-line help information, the printed and CD-ROM documentation will control.

"Equipment" means the computer equipment, if applicable, provided by TRITECH under the PSA.

"Object Code" means any instruction or set of instructions of a computer program, including but not limited to, the TRITECH Software, in machine-readable form.

"Primary Computer System" means a local or wide area network consisting of one or more servers and multiple computer Workstations.

"Server" means a computer in a local area network that runs administrative software which controls access to all or part of the network and its resources and makes such resources available to computers acting as workstations on the network. Such term includes, without limitation, the Primary Computer System and the Standby Computer System.

"Source Code" means the original mnemonic or high-level statement version of the TRITECH Software.
"Standby Computer System" means a server operating in a standby mode used to maintain a duplicate copy of the program and data contained in the Primary Computer System.

"Subcontractor" means a third party vendor of software or equipment, if applicable, provide such items and/or services as a subcontractor to TRITECH under the PSA.

"Third Party Products and Services" means the products and services provided by other vendors and/or subcontractors, as specified in PSA **Exhibit B**, if applicable.

"Third Party Software" means software packages specified in the PSA and **Exhibit B** if applicable, including operating system and database software ("System Software") the copyright to which is owned by persons or entities other than TRITECH.

Copyright © 2014 TriTech Software Systems
Unpublished: Rights reserved under the copyright laws of the United States

EXHIBIT C

TRITECH INFORM CAD AND INFORM MOBILE SOFTWARE SUPPORT AGREEMENT

"TRITECH Documentation" means any standard user manuals or other related instructional and/or reference materials, provided by TRITECH, including on-line help information and Release Notes issued in connection with Updates. In case of a conflict between written documentation (user manuals or Release Notes in printed or CD-ROM format) and on-line help information, the printed and CD ROM documentation will control.

"TRITECH Software" means the Object Code version of the software licensed to the CITY under the PSA, and any applicable Modifications provided hereunder.

"Update" means revisions or additions to the TRITECH Software and the related Release Notes. The term "Update" does not include separate modules or functions that are separately licensed and priced, or new products that are developed and marketed as separate products by TRITECH.

"Use" means copying of any portion of software from a storage unit or media into a computer or Server and execution of the software thereon.

"User" means the operator of a Workstation that is configured to access and/or utilize the capabilities and features of the TRITECH Software.

"Vendor" means the applicable vendor or manufacturer of software or computer equipment.

"Workstation" means a dispatcher station, supervisory station, or other computer input station that utilizes the functionality of the TRITECH Software, whether the software resides locally or on a Server.

2.0 TERM AND TERMINATION

2.1 The initial term of Software Support services provided under this Exhibit C shall begin at acceptance for the TRITECH Inform CAD and Mobile CAD Software, as further defined in Sections 2 and 13 of the PSA, and end twelve (12) months thereafter. Software Support fees will be prorated, if applicable, and as further defined in Addendum A hereto, to reflect payment for the CITY'S existing annual support term. The parties may renew this Agreement under the same terms and conditions, except as otherwise mutually agreed to by the parties in writing, for additional twelve (12) month periods by a writing duly executed by both parties. Following the initial term, either party may terminate the software support services under this **Exhibit C** upon written notice to the other party ninety (90) days prior to the end of the then current annual support term. Provided that notice of termination has not been provided, approximately sixty (60) days prior to the expiration of the then current support term, and at each annual anniversary thereof, TRITECH shall provide to the CITY a Software Support Renewal Notice for signature.

Copyright © 2014 TriTech Software Systems
Unpublished: Rights reserved under the copyright laws of the United States

2.2 Either party may terminate the support services under this Exhibit C upon written notice to the other party in the event that (i) the other party fails to comply with any material term or condition of this Exhibit C, provided that such failure has not been cured within thirty (30) days of receipt of written notice of such failure; or (ii) the other party's business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination.

3.0 SUPPORT FEE(S)

3.1 Software Support fee(s) to be paid by the City for the initial term of this Exhibit C are established based on the software licenses purchased under the PSA. The support fees for the initial term are included as a line item under the contract price in the PSA. The Software Support fee for the first renewal term beginning in Year 2 shall be the amount specified in Addendum A hereto, subject to the adjustments as described in 3.2.

3.2 Unless otherwise terminated as provided herein, TRITECH shall notify the CITY at least sixty (60) days prior to the end of the then current support term of the Software Support fees for the subsequent term. Annual software support and maintenance cost increases may not exceed the Consumer Price Index (CPI-U) for San Diego County for the previous twelve-month period. In the event of a negative or 0% increase in the CPI, there will be no increase in the Software Support fee for the affected renewal term. Additional licenses purchased by the CITY during any annual support term will result in additional support fees for the added licenses.

3.3 Unless otherwise agreed in writing, Software Support fees shall be due within thirty (30) days of the CITY receiving an itemized annual software support invoice from TRITECH. The invoice must be provided by TRITECH at minimum 60 days prior to the commencement of each annual support term.

3.4 If the CITY ceases to keep in force an annual Software Support Agreement, any resumption of such annual support shall be subject to payment by the CITY of all past unpaid Software Support fees in addition to the Software Support fee for the current support year.

3.5 All amounts due and payable to TRITECH hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2 %) per month, or the highest rate permitted by law, whichever is less, from thirty (30) days after the due date until paid.

Remittance Address for Payments Only:

TRITECH Software Systems
P.O. Box 203223
Dallas, TX 75320-3223

Copyright © 2014 TriTech Software Systems
Unpublished: Rights reserved under the copyright laws of the United States

3.5.1 Payments may be made by check; wire transfer; or Automated Clearing House ("ACH"). TRITECH will provide banking information if the CITY requests to pay by wire transfer or ACH.

3.6 TRITECH will not charge sales tax as no media is provided to the CITY, and the CITY is not subject to sales tax unless software media is provided.

4.0 SUPPORT SERVICES, POINT OF CONTACT

4.1 TRITECH will provide support services as more fully described in Addendum B.

4.2 The CITY shall appoint a principal point of contact with a level of knowledge of the TRITECH Software and the CITY'S computer environment to manage the reporting of Software Errors to TRITECH in accordance with the Software Error Guidelines and Procedures set forth in Addendum B.

5.0 SOFTWARE ERROR CORRECTION

5.1 If, during the term of the support services provided under this Exhibit C, the CITY determines that Software Error(s) exist, it will first follow any error procedures specified in the TRITECH Documentation. If following the error procedures does not correct the Software Error, the CITY shall promptly notify TRITECH pursuant to the guidelines and procedures described in Addendum B, setting forth the defects noted with specificity requested by TRITECH. Upon notification of a reported Software Error, TRITECH shall attempt to reproduce and verify the error and, if so verified, will manage the Software Error(s) in accordance with Addendum B. If TRITECH is unable to reproduce the Software Error at TRITECH's facility, the CITY will assist in the research of a support issue including logging or other diagnostic tools as provided by TRITECH. TRITECH will provide onsite assistance if the CITY and TRITECH determine that it is necessary for TRITECH personnel to travel to the CITY'S site to reproduce the error. If it is determined that the reported problem was caused by the TRITECH Software or the Hardware purchased and installed by TRITECH, TRITECH will be responsible for its travel and related expenses for the onsite visit. In the event that the reported problem is determined to be the result of Equipment, Subcontractor Software or is otherwise not attributable to the TRITECH Software the CITY shall reimburse TRITECH for its reasonable travel expenses for the on-site visit, as well as TRITECH's labor related to the on-site visit at its then current hourly rates for technical support and engineering. The CITY will only reimburse pre-approved travel-related expenses when receipts are provided for the expenses.

Copyright © 2014 TriTech Software Systems
Unpublished: Rights reserved under the copyright laws of the United States

EXHIBIT C

TRITECH INFORM CAD AND INFORM MOBILE SOFTWARE SUPPORT AGREEMENT

6.0 SOFTWARE UPDATES

6.1 From time to time at TRITECH's discretion, Updates to the TRITECH Software and TRITECH Documentation will be developed and provided to the CITY. All Updates to the TRITECH Software and TRITECH Documentation shall be subject to the terms and conditions of the Agreement and shall be deemed licensed TRITECH Software thereunder. (Updates do not include new applications or separate modules or functions that are separately licensed and priced.)

7.0 LIMITATIONS

7.1 Software Support for the TRITECH Software shall be subject to and conditional on the CITY'S implementation and use of a version of the TRITECH Software that is the most current general release version thereof that is offered to the CITY. If the CITY does not implement the most current general release version when it is made available, TRITECH shall only be obligated to provide Software Support for the CITY'S version of the TRITECH Software for a period of twenty-four (24) months thereafter.

7.2 TRITECH shall not be obligated to provide Software Support if the CITY is not current on the payment of all Software Support fees and expenses.

7.3 If any of the following circumstances exist, TRITECH shall be entitled to charge additional Software Support fees plus expenses at its then current rates:

7.3.1 Problems in the TRITECH Software are caused by modification of the TRITECH Software, Subcontractor Software or Hardware, System Software, or Equipment by the CITY or a third party.

7.3.2 Problems in the TRITECH Software are caused by the TRITECH Software not being used in accordance with the TRITECH Documentation, or other instructions provided by TRITECH, or by misuse or neglect.

7.3.3 Problems in the TRITECH Software are caused by software not provided by TRITECH, not approved by TRITECH in writing or not specified as compatible in the TRITECH Documentation. (The procedures for loading third party software on a Workstation or Server are set forth in paragraph 7.4 below.)

7.3.4 Problems in the TRITECH Software are caused by equipment which does not meet the configuration requirements, or the CITY does not maintain the site and facility as specified in the TRITECH Documentation.

Copyright © 2014 TriTech Software Systems
Unpublished: Rights reserved under the copyright laws of the United States

7.3.5 Problems in the TRITECH Software are caused by one or more computer viruses that have not been introduced into the CITY'S system by TRITECH. The CITY shall maintain up to date virus checking software in accordance with TRITECH Documentation and shall check all software received from TRITECH or any other person or entity for viruses before introducing that software into any part of the TRITECH System. If desired by the CITY, TRITECH will provide Updates on media rather than direct downloading to facilitate this virus checking. If, despite such check, a virus is introduced by TRITECH, TRITECH will provide a virus-free copy of the TRITECH Software, and will, at its expense, reload said software on the CITY'S Equipment. The CITY shall practice reasonable back-up procedures for the TRITECH System in accordance with TRITECH Documentation.

7.3.6 Problems in the TRITECH Software are caused by Subcontractor Software or System Software, including but not limited to operating system software.

7.3.7 Problems in the TRITECH Software are caused by equipment or software provided by the CITY or third parties with which the TRITECH Software interfaces or operates (including but not limited to Subcontractor Software or Hardware or System Software, unless support for such items are provided under this Exhibit C as set forth in section 8.2), including but not limited to problems caused by changes in such Equipment or software.

7.4 If, at any time after installation of the System, the CITY desires to load on a Workstation or Server any software not provided by TRITECH, it shall, before loading such software, follow the procedures regarding third-party software compatibility in the TRITECH Documentation, and contact the TRITECH Customer Service Department at the telephone numbers listed in Addendum B for assistance as required. **Such action shall not constitute approval, express or implied, for the loading of specific software on a Workstation or Server, nor any express or implied warranty, representation or other obligation by TRITECH with respect to such software, including but not limited to its suitability, operability or capability to meet the CITY'S needs or expectations.** The CITY agrees that if the loading of such third party software degrades the performance of the System, the CITY shall immediately uninstall such software. In such circumstances, the CITY shall absolve, discharge and release TRITECH from any obligations or liabilities related to operation or performance of the System, the TRITECH Software, Subcontractor Software, or any other item provided by TRITECH under this Exhibit C, including but not limited to any liabilities for damages related thereto in connection with the installation of such third party software.

7.5 TRITECH Software Support under this Exhibit C, or any renewal or extension thereof, shall not include design, engineering, programming, testing, implementation or other services rendered necessary by changes in Subcontractor Software, System Software or Equipment, or in any other hardware, firmware or software provided by third parties or the CITY ("Third Party Changes"). Any such services shall be subject to additional charges by TRITECH and the mutual agreement of the parties as to the terms and conditions under which such services

Copyright © 2014 TriTech Software Systems
Unpublished: Rights reserved under the copyright laws of the United States

are rendered. Absent such agreement, TRITECH shall be under no obligation, express or implied, with respect to such Third Party Changes.

7.6 Problems in the TRITECH Software or transmission of data caused by wireless services are not warranted by TRITECH, or covered under the terms of this Exhibit C. The CITY'S use of services provided by wireless service providers or carriers, and the security, privacy, or accuracy of any data provided via such services is at the CITY's sole risk.

7.7 The CITY is responsible for maintaining the required certifications for access to the CITY'S state CJIS system(s), NCIC and/or other local state, federal and/or other applicable systems.

8.0 EQUIPMENT, SUBCONTRACTOR SOFTWARE AND HARDWARE, AND SYSTEM SOFTWARE

8.1 Maintenance and support for Hardware Equipment provided under the Agreement **Exhibit B** is not included under this Software Support Agreement. However, since proper computer equipment maintenance is required for proper system operation, the CITY shall acquire and keep in force equipment maintenance agreements for the computer and peripheral equipment used to operate the TRITECH Software, or to provide such maintenance in-house with qualified personnel. If the CITY determines that an item of Hardware Equipment provided under the Agreement does not perform as provided in the applicable specifications, the CITY may contact TRITECH using the procedures described in Addendum B. TriTech will provide Help Desk services as further defined in section 8.2 below.

8.2 Maintenance and support for Subcontractor Software, Subcontractor Hardware, or System Software sold or licensed under the Professional Services Agreement, if applicable, shall be subject to and provided in accordance with any maintenance agreements between CITY and the suppliers thereof, or other third party maintenance providers, or the provisions of the applicable Subcontract support terms provided hereto at Addendum C if continued annual support for the applicable Subcontractor Software is provided under this Exhibit C as further defined herein. If CITY determines that an applicable item of Subcontractor Software or Hardware, or System Software provided under the Professional Services Agreement does not perform as provided in the applicable Vendor specifications, CITY may contact TRITECH using the procedures described in Addendum B. TRITECH shall thereupon provide Help Desk services to CITY with respect to the reported problem and provide reasonable assistance to CITY in determining the causes of the reported problem. Reasonable assistance consists of an evaluation of the reported problem in order to determine if the problem is being caused by a TRITECH Software issue or an issue with a Third Party Item that needs to be addressed by the applicable Vendor. As part of the evaluation process, TRITECH will share with the CITY non-proprietary information related to the diagnosis such as error messages, database trace information and other

Copyright © 2014 TriTech Software Systems
Unpublished: Rights reserved under the copyright laws of the United States

information that led TRITECH to diagnose the Third Party Item as the likely cause and which may aid the CITY in seeking a resolution from the applicable manufacturer or Vendor. For issues involving Windows O/S software (Microsoft) that generally affects the operation of the TRITECH Software and is not caused by a CITY specific installation or configuration of the O/S, TRITECH will work with Microsoft to coordinate the resolution. Notwithstanding the above, TRITECH is not and shall not be a party to such third party maintenance agreements nor shall TRITECH have any obligation or liability thereunder.

Copyright © 2014 TriTech Software Systems
Unpublished: Rights reserved under the copyright laws of the United States

EXHIBIT C

TRITECH INFORM CAD AND INFORM MOBILE SOFTWARE SUPPORT AGREEMENT

ADDENDUM A

The annual support fee for Year 2 (to begin 12 months post Go Live after the CITY's final Acceptance), based on the TRITECH Software licenses purchased under the Agreement will be $98,659.00. If applicable, support fees paid for the CITY'S existing TRITECH Software licenses up to the date of acceptance as defined in section 13 of the PSA for the CITY's Inform CAD and Inform Mobile upgrade, will be prorated (or credited as applicable) and added to the support renewal to provide a single coterminous annual Software Support term.

Copyright © 2014 TriTech Software Systems
Unpublished: Rights reserved under the copyright laws of the United States

ADDENDUM B

SOFTWARE ERROR CORRECTION GUIDELINES AND PROCEDURES

(1) All TRITECH Software Errors reported by the CITY personnel shall be resolved as set forth below. The response and resolution plan will be based upon the Service Level Agreement terms specified below by product. The CITY may elect to downgrade the urgency of the issue if the operational impact is not severe. The CITY may also request an upgraded response to a lower priority issue if the issue has a significant operation impact by requesting to speak to a supervisor/manager from TRITECH's Customer Service Group.

(2) If the CITY determines a Software Error exists, the CITY shall immediately notify TRITECH by telephone, followed by an error report in writing, setting forth the defects noted with specificity requested by TRITECH.

> **Note (a): Critical Priority and Urgent Software Errors must be reported via telephone at the number listed in the Support Issues Priority and Response Matrix under section (9) below. If Critical Priority or Urgent Priority Software Errors are not reported via the telephone, the stated response and resolution times will not apply.**
>
> **Note (b): High, Medium, and Lower Priority Software Errors may be reported via email to the address listed in the matrix below, or through TRITECH's Support website via the Customer Service portal on TRITECH's website.**

(3) "Normal Customer Service Hours" (Business Hours) are 7:30 a.m. through 7:30 p.m. (Central Time), Monday through Friday, excluding major holidays.

(4) The main support line will be answered by TRITECH's Customer Service Department, or TRITECH's answering service, depending on the time/day of the call. During Normal Customer Service Hours, a Customer Service Representative will directly answer the support telephone call. If a Customer Service Representative is not available to answer your call during Normal Customer Service Hours, the call will automatically be routed to the TRITECH operator. If all Customer Service Representatives are busy, the operator will offer the option to leave a message, or in the case of a Critical Priority problem, as described below, locate a Customer Service Representative.

(5) Following Normal Customer Service Hours, the call will be automatically routed to TRITECH's answering service. Any calls routed to the answering service will be escalated to an on-call Customer Service Representative on-call for prompt follow-up and resolution, if required.

(6) During Normal Customer Service Hours, each issue will be assigned a ticket number. This number should be used for all subsequent inquiries relating to the original reported issue.

Copyright © 2014 TriTech Software Systems
Unpublished: Rights reserved under the copyright laws of the United States

Problems reported after Normal Customer Service Hours will be logged and assigned an issue number the next business day. Enhancement requests should be emailed to support@tritech.com.

(7) As more fully defined in the TRITECH System Planning Document, TRITECH has approved VPN (virtual private network) connectivity as the sole primary form of support connectivity for TRITECH's Inform CAD, Inform Mobile, Inform Browser and related Interfaces Software. CITY shall establish a dependable VPN form of access for TRITECH's use in order to be supported to enable TRITECH to access, diagnose, update, repair, and/or install a workaround to the system. Backup support connectivity is also required. The CITY will ensure there is either reliable cellular coverage or a landline telephone in each physical area in which a Server or interface equipment is located to allow the CITY team to assist in troubleshooting. Citrix Go to Assist is utilized for remote connectivity for Inform RMS, Inform FBR, Inform Jail, and Inform IQ.

(8) Reported software errors will be responded to and resolved in accordance with the Priorities and Response Matrix in Section 9 below If requested or specified in the response time criteria below, a TRITECH representative will return the call in a manner consistent with the priority and order in which the call was received. The CITY will make every effort to respond to TRITECH in a timely fashion when requests are made for follow-up calls or additional documentation on the reported problem.

a. If a response is not received, or a resolution is not provided in accordance with the Priorities and Response Matrix, the CITY may request escalation of the issue in accordance with the TRITECH Documentation. Issues may be escalated to (i) a Customer Services supervisor; (ii) the Director of Customer Services; or (iii) the Vice President Customer Services.

(9) **Priorities and Support Response Matrix**

The following priority matrix relates to software errors resulting from the TRITECH Software as further defined in this Exhibit C. Causes related to non-covered causes, such as hardware, network, and third party products are not included in this priority matrix and are outside the scope of this Exhibit C.

Copyright © 2014 TriTech Software Systems
Unpublished: Rights reserved under the copyright laws of the United States

Inform CAD, Mobile, Browser, Interface, and GIS Link Response Matrix

Priority	Issue Definition	Response Time
Priority 1 – Critical Priority	24x7 Support for live operations on the production system: A system down event which severely impacts the ability of Users to dispatch emergency units. This is defined as the following: • Inform CAD, Inform Mobile, or Interfaces are down as further defined in the Special Note #1 below. • Critical servers inoperative, as listed in Special Note #1. • Complete interruption of call taking and/or dispatch operations • Loss of transactional data & data corruption This means one or more critical server components are non-functional disabling Inform CAD or Inform Mobile workstations. These Software Errors are defined in *Special Note #1*, below.	Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes. After Normal Customer Service Hours: Thirty (30) minute callback after the CITY telephone contact to 800. 987.0911. Priority 1 issues must be called in via 800. 987.0911 in order to receive this level of response.
Priority 2 – Urgent Priority	24x7 Support for live operations on the production system: A serious Software Error with no workaround not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users to enter incoming calls for service and/or dispatch emergency units. Such errors will be consistent and reproducible. A significant number of the Inform CAD or Inform Mobile workstations are negatively impacted by this error (e.g., does not apply to a minimal set of Inform CAD or Inform mobile workstations). These Software Errors are defined in more detail in Special Note #2, below.	Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes. After Normal Customer Service Hours: One (1) hour callback after the CITY telephone contact to 800. 987.0911. Priority 2 issues must be called in via 800. 987.0911 in order to receive this level of response.
Priority 3 - High Priority	Normal Customer Service Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, has a workaround available, but which does negatively impact the User from entering incoming calls for service and/or dispatching emergency units. Such errors will be consistent and reproducible. A significant number of Inform CAD or Inform Mobile workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).	Normal Customer Service Hours: Telephone calls to 800. 987.0911 by the first available representative but not longer than 5 minutes after the initial phone call. High Priority issues may also be reported via support@tritech.com. High Priority Issues are not managed after Normal Customer Service Hours.

Copyright © 2014 TriTech Software Systems
Unpublished: Rights reserved under the copyright laws of the United States

Priority	Issue Definition	Response Time
Priority 4 – Medium Priority	Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User from entering incoming calls for service and/or dispatch emergency units. This includes system administrator functions.	Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call. Medium Priority issues may also be reported via support@tritech.com. Medium Priority issues are not managed after Normal Customer Service Hours.
Priority 5 – Low Priority	Normal Customer Service Hours Support: Cosmetic or Documentation errors, including CITY technical questions or usability questions	Normal Customer Service Hours: Telephone calls to 800. 987.0911will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call. Low Priority issues may also be reported via support@tritech.com. Low Priority issues are not managed after Normal Customer Service Hours.

Priority	Resolution Process	Resolution Time
Priority 1 – Critical Priority	TRITECH will provide a procedural or configuration workaround or a code correction that allows the CITY to resume live operations on the production system.	TRITECH will work continuously (including after hours) to provide the CITY with a solution that allows the CITY to resume live operations on the production system. TRITECH will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 12 hours after notification.
Priority 2 – Urgent Priority	TRITECH will provide a procedural or configuration workaround or a code correction that allows the CITY to resume normal operations on the production system.	TRITECH will work continuously (including after hours) to provide the CITY with a solution that allows the CITY to resume normal operations on the production system. TRITECH will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 36 hours after notification.
Priority 3 - High Priority	TRITECH will provide a procedural or configuration workaround that allows the CITY to resolve the problem.	TRITECH will work to provide the CITY with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the CITY and TRITECH's User base. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Medium Priority	If TRITECH determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	TRITECH will work to provide the CITY with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.

Copyright © 2014 TriTech Software Systems
Unpublished: Rights reserved under the copyright laws of the United States

Priority	Resolution Process	Resolution Time
Priority 5 – Low Priority	Low Priority issues are logged by TRITECH and addressed at the company's discretion according to TRITECH's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

Special Note #1: Priority 1 - Critical Priority issues meeting the previously noted criteria are defined as follows:

1. Inform CAD:
    a. The Inform CAD System is down and all workstations will not launch or function.
    b. The Inform CAD System is inoperable due to transactional data corruption caused by TRITECH Software.
    c. The Inform CAD Reporting and Archiving Server is down and the system is configured to use the Reporting Server for dispatching functions (e. g., Premise History).
    d. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).
2. Inform Mobile:
    a. The Inform Mobile System is down and all unit mobile devices are unable to log in or function.
    b. The Inform Mobile System is inoperable due to transactional data corruption caused by TRITECH Software.
    c. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).
3. Inform Browser, and GISLink:
    a. There are no Critical Priority (Priority 1) issues for these products.

Special Note #2: Priority 2 - Urgent Priority issues, meeting the previously noted criteria, are defined as follows:

1. Inform CAD:
    a. Inform CAD users are severely impacted due to one of the following conditions:
        i. Unable to enter new requests for service via the emergency or scheduled call-taking screen (using all available methods).
        ii. A user is unable to verify an address from within the emergency or scheduled call-taking screen.
        iii. The inability to view/edit premise or caution note information.
        iv. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
        v. The system does not perform unit recommendations.
        vi. Inability to assign a unit to an incident (using all available methods).
        vii. Inability to change a unit's status (using all available methods).
        viii. Inability to close an incident (using all available methods).
        ix. Inability to view incident information needed to dispatch an incident (using all available methods).
        x. Disaster Recovery System, following a test failover is inoperable for more than one (1) business day
2. Inform Mobile:
    a. Inform Mobile users are severely impacted due to one of the following conditions:
        i. Inability to receive new requests for service from Inform CAD (using all available methods).
        ii. Inability to view incident information needed to dispatch an incident (using all available methods).
        iii. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
        iv. Inability to enter a traffic stop or on-view incident.
        v. The inability to view premise or caution note information.
        vi. Disaster Recovery System, following a test failover is inoperable for more than one (1) business day.
3. Inform CAD/Mobile Interfaces:
    a. An Inform CAD Station Alerting Interface is down or Inform CAD Station Alerting Interface repeatedly fails to process a station alert, as part of a unit assignment, or if there is a reoccurring significant delay in the interface processing a station alert as part of a unit assignment (once it is diagnosed that is not being caused by the station alerting system).
    b. An Inform CAD Paging Interface is down.
    c. An interface used for personnel rostering is down.
    d. A CAD-to-CAD interface is down or repeatedly fails to process information into an incident.
    e. An Inform CAD Paging Interface repeatedly fails to process a unit alert as part of a unit assignment.
    f. An ANI/ALI interface repeatedly fails to process information into an incident.
    g. An interface to an external rostering system used to logon units is down.

Copyright © 2014 TriTech Software Systems
Unpublished: Rights reserved under the copyright laws of the United States

h. An AVL interface fails to process updates for over 50% of units.
i. A mobile interface (MDT or MDC) repeatedly fails to process incident or status change information.
j. A Standard CAD to External System Incident Data Transfer Interface License (RMS) is down.

4. Inform Browser and GISLink:
    a. There are no Urgent Priority (Priority 2) issues for these products.

Additional Information:

- Disaster Recovery and Training CAD/Mobile Systems do not generally qualify for after Normal Customer Service Hours support. This would change if the Production System has failed over to the Disaster Recovery System or following a test failover it is inoperable for more than one (1) business day, TRITECH will work to resolve the problem according to the Priority 2 response and resolution criteria included above.

A. Modifications to installed TRITECH CAD/Mobile Licensed Software that operates with State and National Criminal Justice Information Systems (State CJIS/NCIC) systems to accommodate Government Mandated Changes dictated by State and Federal agencies having authority over these programs.

Copyright © 2014 TriTech Software Systems
Unpublished: Rights reserved under the copyright laws of the United States

Inform RMS, Inform Jail, and Inform FBR Response Matrix – if applicable

Priority	Issue Definition	Response Time
Priority 1 – **Critical Priority**	Normal Customer Service Hours Support for live operations on the production system: A system down event which severely impacts the ability of Users to log on the system, or severely impacts the ability of Users to book or release inmates. This is defined as the following: • TRITECH Inform RMS, or Inform FBR server software inoperative • Loss of ability for all Inform RMS, or Inform FBR users to log on to system • Inform Jail, system down • Loss of transactional data & data corruption • Unable to book or release inmates. This means one or more critical server components are non-functional disabling Inform RMS or FBR, workstations. These Software Errors are defined in *Special Note #1*, below.	Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes. ***After Normal Customer Service Hours: Unless optional 24x7 support is contracted, support for TRITECH RMS, Inform Jail or Inform FBR is not managed after Normal Customer Service Hours.*** ***If optional 24x7 support is contracted, after Normal Customer Service Hours: Thirty (30) minute call back after CITY telephone contact to 800.987.0911.*** Priority 1 issues must be called in via 800. 987.0911 in order to receive this level of response.
Priority 2 – **Urgent Priority**	Normal Customer Service Hours Support for live operations on the production system: A serious Software Error with no workaround not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users from performing a common function, or severely impacts the ability of Users to book or release inmates. Such errors will be consistent and reproducible. • Loss of ability for Inform RMS users to enter Case (Incident, Arrest and Custody) records into the system • Loss of ability to transfer Inform FBR Reports A significant number of the Inform RMS or FBR workstations are negatively impacted by this error (e.g., does not apply to a minimal set of Inform RMS or FBR workstations). These Software Errors are defined in more detail in Special Note #2, below.	Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes. ***After Normal Customer Service Hours: Unless optional 24x7 support is contracted, support for TRITECH RMS, Inform Jail or Inform FBR is not managed after Normal Customer Service Hours.*** ***If optional 24x7 support is contracted, after Normal Customer Service Hours: One (1) hour call back after CITY telephone contact to 800.987.0911.*** Priority 2 issues must be called in via 800. 987.0911 in order to receive this level of response

Copyright © 2014 TriTech Software Systems
Unpublished: Rights reserved under the copyright laws of the United States

Priority	Issue Definition	Response Time
Priority 3 - High Priority	Normal Customer Service Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, has a workaround available, but which does negatively impact the User from performing a common Inform RMS, Inform Jail, or Inform FBR function. Such errors will be consistent and reproducible. • Loss of Non-Critical Data (with "Non-Critical" being defined as not causing an error classified as a P1 or P2 error (above). • NIBRS State reporting issues that cause agency reports to exceed State error submission limits • UCR reporting multiple occurrence of inaccurate data A significant number of Inform RMS, Jail, or FBR, workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).	Normal Customer Service Hours: Telephone calls to 800. 987.0911 by the first available representative but not longer than 5 minutes after the initial phone call. High Priority issues may also be reported via CH_ClientServicesTriage@tritech.com. High Priority issues are not managed after Normal Customer Service Hours.
Priority 4 – Medium Priority	Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User by preventing routine use of the system. This includes system administrator functions.	Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call. Medium Priority issues may also be reported via CH_ClientServicesTriage@tritech.com. Medium Priority issues are not managed after Normal Customer Service Hours.
Priority 5 – Low Priority	Normal Customer Service Hours Support: Cosmetic or Documentation errors, including CITY technical questions or usability questions	Normal Customer Service Hours: Telephone calls to 800. 987.0911will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call. Low Priority issues may also be reported via CH_ClientServicesTriage@tritech.com. Low Priority issues are not manager after Normal Customer Service Hours.

Priority	Resolution Process	Resolution Time
Priority 1 – **Critical Priority**	TRITECH will provide a procedural or configuration workaround or a code correction that allows the CITY to resume live operations on the production system.	TRITECH will work continuously (including after hours) to provide the CITY with a solution that allows the CITY to resume live operations on the production system. TRITECH will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 12 hours after notification.

Copyright © 2014 TriTech Software Systems
Unpublished: Rights reserved under the copyright laws of the United States

Priority	Resolution Process	Resolution Time
Priority 2 – Urgent Priority	TRITECH will provide a procedural or configuration workaround or a code correction that allows the CITY to resume normal operations on the production system.	TRITECH will work continuously (including after hours) to provide the CITY with a solution that allows the CITY to resume normal operations on the production system. TRITECH will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 36 hours after notification.
Priority 3 - High Priority	TRITECH will provide a procedural or configuration workaround that allows the CITY to resolve the problem.	TRITECH will work to provide the CITY with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the CITY and TRITECH's User base. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Medium Priority	If TRITECH determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	TRITECH will work to provide the CITY with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.
Priority 5 – Low Priority	Low Priority issues are logged by TRITECH and addressed at the company's discretion according to TRITECH's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

Special Note #1: Priority 1 - Critical Priority issues meeting the previously noted criteria are defined as follows:

1. Inform RMS System:
    a. The Inform RMS System Server is down and unavailable for queries.
    b. The Inform RMS is inoperable due to transactional data corruption caused by TRITECH Software.
2. Inform Jail:
    a. The Inform Jail System is down and all workstations will not launch or function.
    b. The Inform Jail System is inoperable due to data corruption caused by TRITECH Software.
    c. Inform Jail users are unable to book or release inmates.
3. Inform FBR System:
    a. The Inform FBR Server is down and unavailable to process reports.
    b. The Inform FBR Server is inoperable due to data corruption caused by TRITECH Software.

Special Note #2: Priority 2 - Urgent Priority issues, meeting the previously noted criteria, are defined as follows:

1. Inform RMS, Inform FBR, and Inform Jail:
    a. Inform RMS - Inability to create and save reports.
    b. Inform FBR – Inability to enter and transfer reports into RMS.
    c. Inability to create UCR/NIBRS State Reports.

Additional Information:

- State and Federal mandates relating to justice queries and reporting change from time to time. The following changes are considered covered support items.

    A. Modifications to installed Uniform Crime Reporting (UCR) Program or National Incident Based Reporting System (NIBRS) facilities within the TRITECH RMS Licensed Software, as necessary, in order to accommodate Government Mandated Changes dictated by State and Federal agencies having authority over these programs.

Copyright © 2014 TriTech Software Systems
Unpublished: Rights reserved under the copyright laws of the United States

EXHIBIT D PROJECT SCHEDULE

ID	Task Name	% Work Complete	Duration	Start	Finish
1	**DRAFT: OPD CAD, Mobile, IFs & Reporting Re-Implementation**	**11%**	**618.5 days**	**Tue 4/1/14**	**Wed 1/27/16**
2	**ALL DATES ARE FOR EXAMPLE ONLY PENDING FINALIZATION**	0%	0 days	Tue 4/1/14	Tue 4/1/14
3	**Phase 1: Project Initiation - Propsal, SOW Draft, PO/SO**	**48%**	**112 days**	**Tue 4/1/14**	**Tue 7/29/14**
4	Preliminary Discussions	100%	1.33 mons	Tue 4/1/14	Mon 4/28/14
5	RFP Response Review & Proposal & Quote	75%	2 mons	Tue 4/29/14	Mon 6/9/14
6	Contract Negotiations	63%	13.05 mons	Tue 6/10/14	Fri 3/27/15
7	PO/SO	0%	4 wks	Fri 3/27/15	Fri 4/17/15
8	**SOW, Proj Mgmnt Plans**	**41%**	**332 days**	**Tue 4/29/14**	**Wed 4/29/15**
9	Draft SOW	75%	13.25 mons	Tue 4/29/14	Wed 2/18/15
10	Finalize SOW	0%	4 wks	Fri 3/27/15	Fri 4/17/15
11	Draft Schedule	50%	15.09 mons	Tue 5/20/14	Mon 4/20/15
12	Baseline Schedule	0%	2 wks	Mon 4/20/15	Wed 4/29/15
13	KickOff/Project Orientation	0%	4 hrs	Thu 4/30/15	Fri 5/1/15
14	Phase 1 Complete	0%	0 days		
15	**Phase 2: Execution**	**0%**	**196.83 days**	**Fri 4/17/15**	**Wed 11/11/15**
16	**Procurements**	**0%**	**50 days**	**Thu 4/23/15**	**Tue 6/16/15**
19	**Inform CAD - Workshops, Buildout, Validation, Turnover To Client**	**0%**	**151 days**	**Fri 5/1/15**	**Wed 10/7/15**
39	**GIS - Data Eval, Optimization, Conversion, Import**	**0%**	**79 days**	**Tue 5/5/15**	**Tue 7/28/15**
53	Interface Discovery Workshop	0%	2 days	Thu 6/11/15	Mon 6/15/15
54	**Paging IF - IRD, Configuration, Functional Test**	**0%**	**32.33 days**	**Mon 6/15/15**	**Fri 7/17/15**
65	**ANIALI IF - IRD, Configuration, Functional Test**	**0%**	**30 days**	**Fri 6/19/15**	**Wed 7/22/15**
76	**Std Adv CAD to RMS IF - IRD, Configuration, Functional Test**	**0%**	**38.33 days**	**Fri 8/7/15**	**Wed 9/16/15**
87	**Records Check IF - IRD, Configuration, Functional Test**	**0%**	**58.33 days**	**Tue 6/16/15**	**Fri 8/14/15**
97	**Inform Mobile - Discovery Workshop, Buildout, Functional Test**	**0%**	**70 days**	**Thu 6/18/15**	**Tue 9/1/15**
108	**Integration Test**	**0%**	**34.5 days**	**Wed 9/9/15**	**Wed 10/14/15**
119	**Officer Log Report Enhancement - Requirements Doc, Development, Test**	**0%**	**121.33 days**	**Fri 5/15/15**	**Mon 9/21/15**
129	**IQ & Analytics - Installation, Data Import**	**0%**	**30 days**	**Thu 9/17/15**	**Mon 10/19/15**
134	**Training - Orientation, CAD, Mobile, IQ**	**0%**	**196.83 days**	**Fri 4/17/15**	**Wed 11/11/15**
153	**Go Live**	**0%**	**74 days**	**Fri 10/9/15**	**Fri 12/25/15**
154	Go-Live Prep	0%	8 wks	Fri 10/9/15	Fri 11/20/15
155	Go-Live Letter	0%	1 day	Fri 10/30/15	Fri 10/30/15
156	Go-Live	0%	3 days	Fri 11/20/15	Tue 11/24/15
157	Acceptance Period	0%	30 days	Wed 11/25/15	Fri 12/25/15
158	**Phase 3: Closure - Reports, Final TCR, Invoicing**	**0%**	**30 days**	**Mon 12/28/15**	**Wed 1/27/16**
161	**OPD CAD, Mobile, IFs & Reporting Re-Implementation Complete**	0%	0 days	Wed 1/27/16	Wed 1/27/16

EXHIBIT E

TriTech.com IQ
Subscription Service License & Use Agreement

I. Subscription Service License and Use Agreement.

This Subscription Service License & Use Agreement (the "Agreement") is made by and between, TRITECH Software Systems (hereinafter referred to as "TRITECH") and the City of Oceanside ("CITY") as of March 18, 2015. TRITECH and CITY may also be referred to herein individually as "Party", or collectively as the "Parties".

II. Services; Software.

A. Under the terms of this Agreement, TRITECH will be responsible for providing the following services ("Services"):

(i) Hosting TRITECH's software ("Software") for its TriTech.com IQ online program and corresponding module(s) as indicated on **Exhibit B** to the Professional Services Agreement (PSA) entered into between TRITECH and the CITY coincident with this Agreement;

(ii) Providing the CITY with technical support for the Software as set forth in Schedule A ("Technical Support"), database hosting and other related services as further defined in the Sales Order;

(iii) Providing the CITY with remote access to search CITY's data and, if purchased, report on CITY's data through the Software and the applicable database(s) for Authorized Users (as defined in Section III (B) hereof) for 24 hours per day, 7 days per week, except as otherwise provided in the Schedule A hereto with respect to scheduled maintenance; and further provided, that TRITECH shall not be responsible for connectivity issues due to an event of Force Majeure, as defined in paragraph B below;

(iv) Providing the CITY with certain user manuals and/or on-line Software education or other information on the TRITECH website to assist CITY with its use of the Software ("Documentation");

(v) Enabling CITY to update the applicable databases and obtain the agreed upon data processing output;

(vi) Providing any other Software related services stated in the Statement of Work **Exhibit A** (together, the "Subscription Services"). Schedule A and any Documentation may be updated by TRITECH from time to time in its sole discretion upon written notice to CITY;

(vii) Providing the CITY with initial training as stated in the Project Pricing **Exhibit B**; and

(viii) Populating the Software and the associated database(s) with CITY Information (as defined in Section VII (B) hereof) and otherwise assist CITY with the set-up of the Software (together, the "Implementation Services").

(ix) If applicable, TRITECH and CITY shall mutually agree in writing on a schedule for transfer of data from CITY's existing system to TriTech.com IQ.

B. Force Majeure. TRITECH shall not be responsible for delays in performance, including connectivity issues, due to disruption of internet services, war, acts of terrorism, strike, fire, riot or insurrection, natural disaster, delay of carriers, governmental order or

regulation, unavailability of facilities, equipment or software from suppliers, the actions or omissions of the CITY or its officers, directors, employees, agents, contractors or elected officials and/or other similar occurrences beyond TRITECH's reasonable control.

C. This Agreement allows the CITY to use the Software located on TRITECH's servers to which the CITY will be granted limited remote access. The CITY shall not receive a physical copy of the Software in any form, but will have the ability to use the Software on TRITECH's servers, and to access the Software remotely as directed by TRITECH.

III. License; Access.

A. Provided that the CITY has paid the applicable Fees (as defined in Section IV (A) hereof), TRITECH grants to the CITY a limited non-exclusive, non-transferable license to use the Subscription Services, including the Software located on TRITECH's servers, through CITY's computer(s) for the CITY's internal operational use only for the Term set forth in Section V unless otherwise agreed to by TRITECH in writing, and TRITECH shall perform the applicable Implementation Services for the CITY. The Subscription Services may only be accessed by an Authorized User. The CITY is expressly prohibited from sublicensing, selling, renting, leasing, providing service bureau or timeshare services, distributing or otherwise making the Subscription Services or the Software available to third parties other than any third-party Authorized Users.

B. For purposes of this Agreement, an "Authorized User" is an individual (i) who is an employee of the CITY, a contractor or other representative of the CITY and (ii) who has been properly issued a valid password that subsequently has not been deactivated.

C. Access to the Subscription Services by Authorized Users is enabled only by passwords to Authorized Users. The CITY is solely responsible for the management and control of those passwords and Authorized Users shall not be permitted to disclose or transfer a password to any third-party. The CITY shall assign a "CITY Administrator" to provide such password management and control. Upon request by the CITY, additional Authorized Users' passwords shall be activated by TRITECH.

D. The CITY acknowledges (i) that the protection of passwords issued to Authorized Users is an integral part of TRITECH's security and data protection process and procedures and, (ii) that TRITECH will rely on the CITY utilizing and maintaining proper password control obligations and procedures. In the event that the CITY has reasonable cause to believe that a password is being improperly used by an Authorized User or used by an unauthorized person, CITY shall promptly notify TRITECH. TRITECH reserves the right to deactivate an unauthorized password immediately upon notice from the CITY without further notice to the CITY or the affected Authorized User. TRITECH shall have the right, at its sole cost and expense, to have an independent certified accounting firm, to verify the number of passwords that have been issued for use by Authorized Users of the CITY and use of these passwords within the CITY's organization in compliance with the terms of this Agreement.

E. The number of Authorized Users having the ability to access the Subscription Services at any single moment in time shall be specified in **Exhibit B** to PSA.

IV. Fees; Payments; Taxes.

A. As consideration for use of the Subscription Services and the Implementation Services during the initial contract term, the CITY shall pay those fees and charges set forth in

the Project Pricing **Exhibit B** to PSA (, "Fees"). Failure to pay may result in suspension or termination of your account unless payment is received within three 3 days of the CITY being notified it is overdue. Fees shall remain in effect during the Initial Term.

TRITECH shall notify the CITY at least sixty (60) days prior to the end of the then current Subscription Services term of the Subscription Services fees for the subsequent term. Annual Subscription Services cost increases may not exceed the Consumer Price Index (CPI-U) for San Diego County for the previous twelve-month period. In the event of a negative or 0% increase in the CPI, there will be no increase in the Subscription Services fee for the affected renewal term. An increase in the number of concurrent users purchased by the CITY during any annual Subscription Services term will result in additional Subscription Services fees for the added users.

Unless otherwise agreed in writing, Subscription Services fees shall be due within thirty (30) days of the CITY receiving an itemized annual Subscription Services invoice from TRITECH. The invoice must be provided by TRITECH a minimum 60 of days prior to each annual Subscription Services term.

B. All amounts due and payable to TRITECH hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2 %) per month, or the highest rate permitted by law, whichever is less, from thirty days after their due date until paid.

Remittance Address for Payments Only:
TRITECH Software Systems
P.O. Box 203223
Dallas, TX 75320-3223

C. Payments may be made by check; wire transfer; or Automated Clearing House ("ACH"). TRITECH will provide banking information if CITY requests to pay by wire transfer or ACH.

V. Term and Termination; Suspension of Services.

A. This Agreement shall commence upon execution of the Professional Services Agreement and shall continue in full force and effect for a period of one (1) year ("Initial Term") from the date of activation unless the Agreement is otherwise terminated as set forth herein. The "date of activation" will be defined as the date of the completion of IQ Admin Training, at which time the CITY will be able to access the system and authorize users.

B. At the conclusion of the Initial Term, this Agreement automatically shall renew for successive one (1) year terms (each a "Renewal Term"), unless one Party notifies the other Party in writing of its decision not to renew at least ninety 90) days prior to the end of the Initial Term or any Renewal Term. (The Initial Term and any Renewal Term collectively are referred to herein as the "Term").

C. Either Party may terminate this Agreement (i) immediately if the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, or (ii) immediately if the other party becomes the subject of an involuntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing or;

D. Either party may terminate this Agreement if the other party breaches any term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of such breach or;

E. In addition to the circumstances as described in Subsection V (F) below, either party may terminate the Agreement at any time upon thirty (30) days prior written notice to the other Party. In the event of termination by TRITECH pursuant to this Subsection V (E), the CITY shall be entitled to a refund of a prorated portion of the annual subscription fees already paid for the then-current Term.

F. If the CITY's scheduled Subscription Services payment or any other amount due and owing by the CITY to TRITECH is delinquent, TRITECH may, terminate or suspend all or any portion of the Services upon thirty (30) days prior written notice to the CITY.

G Upon the effective date of expiration or termination of this Agreement: (i) TRITECH immediately will cease providing CITY with any Services it is providing and any other applicable component of the Services; (ii) all issued passwords shall be deactivated; and (iii) the CITY immediately shall pay in full to TRITECH any and all monies that are owed by the CITY to TRITECH under this Agreement for the Services furnished up to the effective date of the Agreement's termination or expiration

H. Upon TRITECH's reasonable belief that tortious or criminal or otherwise improper activity may be associated with the CITY's utilization of the Services, TRITECH may, without incurring any liability, temporarily suspend or discontinue the Services pending investigation and resolution of the issue or issues involved, after meeting and conferring with the CITY in good faith over the alleged issue.

I. If all or any components of the Services have been terminated as a result of a breach by the CITY, or suspended as provided herein, and the CITY requests that all or any component of the Services be restored, TRITECH has the sole and absolute discretion whether or not to restore such Services; and further, any such restoration shall be conditioned upon TRITECH's receipt of all Fees due and owing hereunder.

J. In the event of expiration or termination of this Agreement for any reason, each Party shall promptly return to the other Party or destroy all copies of the other Party's Confidential Information (including notes and other derivative material) that it has received pursuant to Section VII hereof. Within thirty (30) days of termination or expiration of the Agreement, TRITECH shall remove and destroy the CITY's data. TRITECH will not return the data to the CITY as the CITY still retains the source data.

K. Sections IV, V, VII, VIII, IX, X, XI, XII, XIII and XIV shall survive any termination of this Agreement, as well as any other obligations of the Parties that contemplate performance by a Party following the termination of this Agreement.

VI. CITY Responsibilities.

A. In conjunction with its obligation to participate in the Implementation Services, the CITY will assign personnel with the required skills and authority to perform the applicable tasks effectively and, further, will make best efforts to meet its obligation to supply information and otherwise assist as necessary to effect the commencement of the Subscription Services via the Implementation Services. Management of the CITY's responsibilities in conjunction with the Subscription Services after implementation shall be assigned to the CITY Administrator who has attended training offered by TRITECH to the CITY. The CITY Administrator that the CITY appoints may be replaced at any time in the sole discretion of the CITY upon the CITY's written notice to TRITECH so long as the newly appointed the CITY Administrator has attended TRITECH's training.

The CITY will be charged additional fees for any such training for the CITY's employees beyond the initial training for the Software that is a part of the Implementation Services.

B. The CITY is responsible for providing hardware, operating system and browser software that meets TRITECH's technical specifications, as well as providing and maintaining a fast, stable, high speed connection and remote connectivity.

C. The CITY is solely responsible for the integrity of all data and information that is provided to TRITECH under this Agreement (i.e., the CITY Information), including completeness, accuracy, validity, authorization for use and integrity over time, regardless of form and format, and whether or not such data is used in conjunction with the Subscription Services. The CITY Information that is to be included in the CITY's database shall be imported from the CITY'S existing TRITECH CAD system through a historical data bulk import by TRITECH as further defined in PSA **Exhibit A** Statement of Work. The CITY is solely responsible for the accuracy of any and all reports, displays and/or uses of the CITY Information, whether or not TRITECH assisted the CITY with the development or construction of such reports and displays and other uses of the CITY Information.

D. The CITY shall not attempt to decode, disassemble, copy, transmit, transfer or otherwise reverse engineer the Services, including, without limitation, the Software.

E. The CITY is responsible for maintaining an active e-mail account for correspondence with TRITECH.

F. The CITY is responsible for maintaining the required certifications for access to the CITY's state CJIS systems(s), NCIC and/or other local state, federal and/or applicable systems.

G. The CITY is responsible for proper firewall maintenance allowing for data to move from their on-premise data contributing system to TriTech.com IQ.

VII. Confidentiality, Privacy and Business Associate Provisions.

A. In association with the execution of this Agreement and TRITECH's participation in the use and support of the Software, the CITY has obtained, will have access to, or will obtain confidential information regarding intellectual property of TRITECH, the Software and its contents, sales and marketing plans and other similar information (hereinafter referred to as "Confidential Information"). The CITY acknowledges that the Software itself represents and embodies certain trade secrets and confidential information of TRITECH. The CITY hereby agrees that, for itself and its shareholders, officers, directors, employees, and agents, the CITY shall not disclose any of TRITECH's trade secrets or confidential information without TRITECH's prior written consent for any such disclosure.

B. In association with the execution of this Agreement and the participation of TRITECH in the support of the Software, TRITECH has obtained or will obtain confidential information of the CITY regarding the business of the CITY, the CITY Information for its utilization in connection with providing the Services to the CITY, the records of patients served by the CITY, accounts payable and accounts receivable of the CITY, trade secrets, the CITY lists, and other similar information. TRITECH shall not disclose any of the CITY's confidential information without the CITY's prior written consent for any such disclosure. "CITY Information" means confidential information about the CITY's business or its customers that (i) the CITY and/or its customers deliver to TRITECH for

use in its implementation of the Services, which the CITY subsequently updates and otherwise modifies, and (ii) TRITECH hosts on services for access by and transmission to the Authorized Users via the Internet. TRITECH shall not use any CITY Information except as expressly set forth in this Agreement.

C. In addition to TRITECH's obligations regarding nondisclosure of CITY Information set forth above, in the event that TRITECH is a "Business Associate," and the CITY is a "Covered Entity" pursuant to 45 C.F.R. § 160.103, TRITECH shall perform its obligations under this Agreement with respect to Protected Health Information ("PHI") as provided in Addendum 1 attached to this Agreement.

D. Notwithstanding any provisions of this Agreement to the contrary, the CITY may terminate this Agreement if the CITY determines that TRITECH has violated a material term of this Agreement with respect to its functions as a Business Associate in accordance with Addendum 1.

E. Confidential Information other than PHI as defined in Addendum 1, shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to receiving Party on a non-confidential basis by a third party not having a confidential relationship with the other Party hereto that rightfully acquired such information; (iv) communicated to a third party by receiving Party with the express written consent of the other Party hereto; or (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, etc. to the other Party so that such Party will have the opportunity to obtain a protective order.

F. Each Party agrees to restrict access to the Confidential Information of the other Party to those employees or agents who require access in order to perform the Subscription Services, Implementation Services or Additional Services, acknowledging that certain Confidential Information of each Party may be disclosed to Authorized Users as a necessary function of the Subscription Services; and, except as otherwise provided, neither Party shall make Confidential Information available to any other person or entity without the prior written consent of the other Party.

G. Notwithstanding the foregoing, the CITY understands and agrees that TRITECH may transfer Confidential Information of the CITY to a third party hosting entity for the purposes of providing the communications infrastructure, hosting services and/or related support and other operations necessary to deliver all or certain portions of the Services; provided that TRITECH, in turn, binds such third party to confidentiality and non-disclosure terms that are at least as protective of TRITECH's and the CITY's interests as the terms stated herein. The CITY acknowledges that TRITECH shall have no responsibility or liability for unauthorized access to or dissemination of CITY Information by Authorized Users or other third parties, whether as a result of breach of data security, misappropriation or misuse of passwords or any other cause.

VIII. Ownership.

A. TRITECH owns all rights and title in and to the Services, including, without limitation, the Software, and any Developments, as that term is defined below. Further, the CITY agrees that the Subscription Services' screens and any output of the Services, excepting the CITY Information, are the property of TRITECH and subject to United States and other patent, copyright, trademark, trade secret and other applicable laws and treaties and the CITY agrees that it shall not remove, alter or obstruct any ownership or use legends that TRITECH places on any such screens or output of the

Services. Nothing contained in this Agreement shall be construed as granting the CITY any rights in or to the Subscription Services (including, without limitation, the Software and output of the Subscription Services), the deliverables from the Implementation or Additional Services or related Confidential Information, other than the right to use the Services and any applicable Confidential Information of TRITECH during the Term, in accordance with this Agreement.

The CITY agrees that TRITECH has and retains all rights to use any data and information relating to the Software and Services that it receives from the CITY including, without limitation, any information that constitutes, or results in, an improvement or other modification to the Software or the Services, but excluding the CITY Information including CITY'S GIS data, or PHI, or CJIS data.

As between the parties, TRITECH agrees that all CITY Information provided to TRITECH under this Agreement for TRITECH's use in connection with the Subscription Services is the property of the CITY; provided, however, TRITECH shall have the right to retain CITY Information in accordance with its obligations under the terms of this Agreement in the event that the return or the destruction of any CITY Information is infeasible.

The term "Developments" shall mean all programs, upgrades, updates or other enhancements or modifications to the Software, if any, and all Documentation or other materials developed and/or delivered by TRITECH in the course of providing technical support or otherwise, under this Agreement.

B. The CITY will not have the ability to copy CITY Information entered onto the Software. Rather, TRITECH shall retain the physical copy of the Software, title, right and interest in and to the Software, including upgrades, updates, and/or other enhancements or modifications to the Software in any medium, including but not limited to all copyrights, patents, trade secrets, trademarks, and other proprietary rights.

IX. Disclaimer; Limitation of Liability.

A. THE SERVICES, SOFTWARE AND ANY DOCUMENTATION ARE MADE AVAILABLE FOR CITY'S USE "AS IS" AND EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

B. TRITECH DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE. THE CITY AGREES TO INDEMNIFY TRITECH AGAINST ANY SUCH LIABILITY TO CITY, REGARDING THE CITY'S USE OF THE SERVICES, THE SOFTWARE AND ANY DOCUMENTATION OR OTHERWISE. IN NO EVENT SHALL TRITECH BE LIABLE TO CITY OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE FORINCIDENTAL, SPECIAL, INDIRECT, GENERAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, INCOME, LOSS OR USE OF DATA, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, SOFTWARE AND ANY DOCUMENTATION EVEN IF TRITECH HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

C. TRITECH DISCLAIMS ALL LIABILITY FOR ANY DAMAGE RESULTING FROM OR RELATED TO DATA AND/OR CLAIM FORMS AND RELATED INFORMATION TO, BY, ABOUT OR FOR ANY FEDERAL, STATE OR PRIVATE INSURANCE

ORGANIZATIONS, INCLUDING, BUT NOT LIMITED TO MEDICARE, MEDICAID, AND COMMERCIAL INSURANCE COMPANIES. TRITECH MAY PROVIDE SUCH DATA OR INFORMATION, IF AT ALL, ONLY AS "SAMPLES" FOR THE PURPOSE OF DEMONSTRATING OR DISPLAYING HOW SUCH DATA AND/OR CLAIM FORMS MAY OPERATE IN THE SOFTWARE. TRITECH PROVIDES ALL SUCH SAMPLES ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES, EITHER EXPRESS OR IMPLIED. TRITECH RECOMMENDS THAT CITY VERIFY THE ACCURACY OF ANY AND ALL DATA AND/OR CLAIM FORMS CITY USES WITH THE SOFTWARE.

D. TRITECH DISCLAIMS ALL LIABILITY FOR THE ACCURACY AND/OR COMPLETENESS OF DATA, INCLUDING BUT NOT LIMITED TO DATA SUPPLIED WITH THE SOFTWARE OR AS ADDED OR MODIFIED BY CITY OR ANY THIRD PARTY, OR DATA AS PROCESSED ON CITY'S OR TRITECH'S COMPUTER NETWORK. CITY BEARS THE ENTIRE RESPONSIBILITY FOR ITS COMPUTER NETWORK, INCLUDING CITY'S USE OF THE SOFTWARE, THE PERFORMANCE OF THE SERVICES AND THE SOFTWARE AND THE BEHAVIOR OF THE DATA ON EITHER CITY'S OR TRITECH'S COMPUTER NETWORK.

E. TRITECH REPRESENTS AND WARRANTS TO CITY THAT, TO TRITECH'S CURRENT AND ACTUAL KNOWLEDGE, THE SOFTWARE, WHEN USED IN ACCORDANCE WITH THIS AGREEMENT, DOES NOT VIOLATE ANY EXISTING U.S. COPYRIGHTS, PATENTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AS OF THE DATE OF THIS AGREEMENT. TRITECH SHALL INDEMNIFY AND HOLD CITY HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, INCURRED BY CITY ARISING OUT OF ANY BREACH OF THIS WARRANTY ON THE PART OF TRITECH.

F. IN NO EVENT SHALL TRITECH'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED (1) THE TOTAL AMOUNT PAID BY CITY AS FEES FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE EVENT THAT GAVE RISE TO SUCH CLAIM; OR (2) IN THE CASE OF BODILY INJURY, PERSONAL INJURY OR PROPERTY DAMAGE FOR WHICH DEFENSE AND INDEMNITY COVERAGE IS PROVIDED BY TRITECH'S INSURANCE CARRIER, THE COVERAGE LIMITS OF SUCH INSURANCE.

F. IN NO EVENT SHALL EITHER PARTY BE LIABLE, WHETHER IN CONTRACT OR IN TORT, FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER A PARTY HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

X. Indemnification.

TRITECH'S INDEMNIFICATION OF THE CITY. To the greatest extent allowed by law, TRITECH shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for direct damages to persons or property arising out of the negligent acts, errors or omissions or wrongful acts or conduct of TRITECH, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole

negligence or active negligence of the CITY, its officers, agents, or employees. TRITECH's indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, TRITECH at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of TRITECH. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of the CITY, or its officers, employees, agents or contractors, TRITECH'S obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

XI. Assignment.

Neither party shall transfer or assign any of its rights or obligations under this Agreement to any other person or entity without the express written permission of the other party, which permission shall not be unreasonably withheld. Any assignment without such express written permission shall result in the automatic termination of this Agreement.

XII. Written Notices.

Written notices required or permitted to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) 3 days after mailing by the party when notices are sent by First Class Mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

A. Written Notices to the CITY:

City of Oceanside
3855 Mission Ave.
Oceanside, CA 92056
Attn: Captain Ray Bechler

B. Written Notices to TRITECH:

TriTech Software Systems
9477 Waples Street, Ste. 100
San Diego, CA 92121
Attention: Contracts

XIII. Governing Law.

Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of California, without regard to its conflict of law provisions and venue shall be in the Superior Court of California, North County Division.

XIV. Integration.

This Agreement and the Professional Services Agreement, including its Exhibits A and B, contain the entire understanding between the parties and supersedes any proposal or prior agreement regarding the subject matter hereof.

This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

Every term in this Agreement is considered to be severable by the Parties. To the extent that if any term of this Agreement or the Professional Services Agreement is in conflict with governing law, that provision shall be enforceable to the extent allowed by law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

TRITECH SOFTWARE SYSTEMS

By: _____
Christopher D. Maloney, President and CEO

By: _____
Blake Clark, Chief Financial Officer

95-3871079
Employer ID No.

CITY OF OCEANSIDE

By: _____
Steven R. Jepsen, City Manager

By: _____
Frank McCoy, Police Chief

APPROVED AS TO FORM:

_____
John Mullen, City Attorney

NOTARY ACKNOWLEDGMENTS OF TRITECH MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)

On March 2, 2015 before me, Jennifer Bertsch Wilson,
Date *Here Insert Name and Title of the Officer*

personally appeared Blake Clark, Chris Maloney
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

JENNIFER BERTSCH WILSON
Commission # 2045333
Notary Public - California
San Diego County
My Comm. Expires Oct 14, 2017

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

Schedule A

TECHNICAL SUPPORT

This Schedule describes the terms and conditions relating to technical support that TRITECH will provide to the CITY during the Term of the Agreement.

Product Updates:

From time to time TRITECH may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If the CITY is receiving technical support from TRITECH on the general release date for an Update, TRITECH will provide the CITY with the Update and related Documentation.

Technical Support Services:

Telephone Assistance. The CITY will be given the telephone number for TRITECH's support line and will be entitled to contact the support line during normal operating hours, (between 7:30am and 7:30pm Central Time) on regular business days, excluding TRITECH holidays, to consult with TRITECH technical support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include remote connectivity, modem, or electronic bulletin board.

Critical Priority Telephone Assistance after Normal The CITY Service Hours. After Normal TRITECH Customer Service Hours, emergency support for TRITECH.com IQ will be answered by our emergency paging service. When connected to the service, the CITY shall provide his or her name, organization name, call-back number where the Customer Service Representative may reach the calling party, and a brief description of the problem (including, if applicable, the information that causes the issue to be a **Critical Priority Problem**).

Website Support. Online support is available 24 hours per day, offering the CITY the ability to resolve its own problems with access to TRITECH's most current information. The CITY will need to enter its designated user name and password to gain access to the technical support areas on TRITECH's website. TRITECH's technical support areas allow CITY to: (i) search an up-to-date knowledge-base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

Software Problem Reporting. The CITY may submit to TRITECH requests identifying potential problems in the Software. Requests should be in writing and directed to TRITECH by e-mail, FAX or through TRITECH's Support website. TRITECH retains the right to determine in its sole discretion the final disposition of all requests, and will inform the CITY of the disposition of each request. If TRITECH decides in its sole judgment to act upon a request, it will do so by providing a bug fix as described above.

Scheduled Maintenance. TriTech.com IQ may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the TriTech.com IQ Updates, operating system updates/patches and updates to other third party applications as needed. The CITYs will be notified of maintenance periods via an email message.

TRITECH Service Commitment

Provided that the CITY remains current on payment of its Subscription fees and provides equipment and remote connectivity that meet TRITECH's recommended specifications, TRITECH shall:

- Maintain the Subscriptions Services hosting infrastructure which includes OS updates, third party software updates, and hardware upgrades.
- Provide product version updates within 30 days of general availability for Cloud operations.
- Perform daily backups of application files.
- Perform multiple daily database backups.

Exclusions from Technical Support Services:

TRITECH shall have no support obligations with respect to any third party hardware or software product ("Nonqualified Product"). If TRITECH provides support services for a problem caused by a Nonqualified Product, or if TRITECH's service efforts are increased as a result of a Nonqualified Product, TRITECH will charge time and materials for extra service at its current published rates for custom software services. If, in TRITECH's opinion, performance of technical support is made more difficult or impaired because of a Nonqualified Product, TRITECH shall so notify the CITY, and the CITY will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render technical support under this Agreement. The CITY shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

CITY Responsibilities:

In connection with TRITECH's provision of technical support as described herein, the CITY acknowledges that the CITY has the responsibility to do each of the following:

1) Provide hardware, operating system and browser software that meets TRITECH's technical specifications, as well as a fast, stable, high speed connection and remote connectivity.

2) Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to TRITECH are not due to hardware malfunction;

3) Maintain the designated computer system at the latest code revision level deemed necessary by TRITECH for proper operation of the Software;

4) Supply TRITECH with access to and use of all information and facilities determined to be necessary by TRITECH to render the technical support described herein;

5) Perform any test or procedures recommended by TRITECH for the purpose of identifying and/or resolving any problems;

6) At all times follow routine operator procedures as specified in the Documentation or any policies of TRITECH posted on the TRITECH website;

7) Other than TRITECH's confidentiality obligations with respect to the CITY Information as set forth in Section VII of this Agreement, the CITY shall remain solely responsible at all times for the safeguarding of the CITY's proprietary, confidential, and classified information; and

8) Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

Security:

1) TRITECH maintains a Security program for security managing access to CITY data – particularly HIPAA and CJIS information. This includes 1) a Pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. TRITECH will work with the CITY to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

2) If required by the CITY, TRITECH will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the TRITECH staff's job assignment. If the CITY requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the CITY's site, the CITY will reimburse TRITECH for the cost of TRITECH Security Approved Personnel traveling to the CITY's site or for a vendor (such as Live Scan) to travel to the applicable TRITECH Offices. This provision will apply during the duration of this Agreement.

Priorities and Support Response Matrix:

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third party products - are not included in this priority matrix and are outside the scope of this Technical Support Schedule A.

This matrix defines the support issues, response times and resolutions for the CITY's licensed TriTech.com software application.

Note: Normal Customer Service Hours are 7:30am to 7:30pm (Central Time) on weekdays excluding holidays. Support after Normal The Customer Service Hours is offered weekends, nights and holidays for Critical Priority issues only. Critical Priority (Priority 1) issues should always be reported via telephone at 800-987-0911.

Software Errors for other than Critical Priority may be reported via the web portal: TriTech.com; or email: CH_ClientServicesTriage@tritech.com.

Priority	Priority Definition	Response Times
Priority 1 – Critical Priority	24X7 Support for live operations on the production system. This is defined as the following: • The TriTech.com IQ server is down and all workstations will not launch or function; the CITY is experiencing complete interruption of ability to do perform queries. • The TriTech.com IQ system is inoperable due to data loss or corruption caused by TRITECH Software This means that one or more TRITECH server components are down or inaccessible, disabling all usability of CITY's TriTech.com	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered immediately and managed by the first available representative but not longer than 5 minutes. After Normal Customer Service Hours: Thirty (30) minute callback after CITY telephone contact to 800.987.0911. Priority 1 issues must be called in via 800.987.0911 to receive this level of response.

	workstations These Software Errors are defined in *Special Note #1*, below.	
Priority 2 – Urgent Priority	Normal Customer Service Hours Support: A serious software error with no workaround and not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users from performing a common function. Such errors will be consistent and reproducible. Generally this means that a significant number of the system TriTech.com IQ workstations are negatively impacted by this error (e.g. does not apply to a minimal set of TriTech.com IQ workstations).These Software Errors are defined in Special Note #2, below.	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative but not longer than 5 minutes. Priority 2 TriTech.com IQ issues are not managed after Normal Customer Service Hours.

Priority	Priority Definition	Response Times
Priority 3 - High Priority	Normal Customer Service Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, which has a workaround available, but which does negatively impact the User from performing common TriTech.com IQ system functions. Such errors will be consistent and reproducible. • TheTriTech.com IQ system is unable to transfer data from external system to IQ • The TriTech.com IQ system update causing system functions to be inoperative with no workaround A significant number of TriTech.com IQ workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative. Priority 3 TriTech.com IQ issues are not managed after Normal Customer Service Hours.
Priority 4 – Medium Priority	Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of User workflow but does not significantly impact their job function.	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative. Priority 4 TriTech.com IQ issues are not managed after Normal Customer Service Hours.
Priority 5 – Low Priority	Normal Customer Service Hours Support: Cosmetic or Documentation errors, including CITY technical questions or usability questions would be a part of this level.	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative. Priority 5 TriTech.com IQ issues are not managed after Normal Customer Service Hours.

Priority	Resolution Process	Resolution Time
Priority 1 – Critical Priority	TRITECH will provide a procedural or configuration workaround or a code correction that allows the CITY to resume live operations on the production system.	TRITECH will work (including after hours) to provide the CITY with a solution that allows the CITY to resume live operations on the production system TRITECH will use commercially reasonable efforts to resolve the issue as soon as possible.
Priority 2 – Urgent Priority	TRITECH will provide a procedural or configuration workaround or a code correction that allows the CITY to resume normal operations on the production system.	TRITECH will work to provide the CITY with a solution that allows the CITY to resume normal operations on the production system. TRITECH will use commercially reasonable efforts to resolve the issue as soon as possible.
Priority 3 - High Priority	TRITECH will provide a procedural or configuration workaround that allows the CITY to resolve the problem.	TRITECH will work to provide the CITY with a resolution which may include a workaround or code correction within a timeframe that takes into consideration impact of the issue on the CITY, TRITECH's User base, and the date of submission. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Medium Priority	If TRITECH determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	TRITECH will work to provide the CITY with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.
Priority 5 – Low Priority	Low Priority issues are logged by TRITECH and addressed at the company's discretion according to TRITECH's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

Special Note #1: Priority 1 - Critical Priority issues meeting the previously noted criteria are defined as follows:

A. TriTech.com IQ
   a. The TriTech.com IQ server is down and all workstations will not launch or function; the CITY is experiencing complete interruption of ability to do perform queries.
   b. The TriTech.com IQ system is inoperable due to data loss or corruption caused by TRITECH Software

Special Note #2: Priority 2 Urgent Priority issues meeting the previously noted criteria are defined as follows:

A. TriTech.com IQ
   a. The TriTech.com IQ System has a serious Software Error that severely impacts the ability of Users to perform critical work functions. Such errors will be consistent and reproducible.
   b. The TriTech.com IQ system is unable to generate and render reports

ADDENDUM 1

BUSINESS ASSOCIATE ASSURANCE

In the event that TRITECH Software Systems (referred to herein as "TRITECH") is deemed to be a "Business Associate" of the CITY, and the CITY is a "Covered Entity," as those terms are defined in 45 C.F.R. § 160.103, TRITECH, effective on or after April 14, 2003, or such other implementation date established by law, will carry out its obligations under this Agreement in material compliance with the regulations published at 65 Federal Register 82462 (December 28, 2000) (the "Privacy Regulations") pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), to protect the privacy of any personally identifiable, protected health information ("PHI") that is collected, processed or learned in connection with TRITECH supplied services. In conformity therewith, Contractor agrees that it will use its reasonable best efforts to:

- Not use or further disclose PHI except: (i) as permitted under separate TRITECH Support Agreement; (ii) as required for the proper management and administration of TRITECH in its capacity as a HIPAA Business Associate of the CITY, in the event TRITECH is deemed to be a Business Associate of the CITY for these specified purposes; or (iii) as required by law;
- Use appropriate reasonable safeguards to prevent use or disclosure of PHI except as permitted by the TRITECH Service Agreement;
- Report to the CITY any use or disclosure of PHI not provided for by the TRITECH Service Agreement of which TRITECH becomes aware;
- Ensure that any agents or subcontractors to whom TRITECH provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to TRITECH with respect to such PHI;
- Make PHI available to the individual who has a right of access as required under HIPAA in the event TRITECH maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available for amendment and incorporate any amendments to PHI when notified to do so by the CITY in the event that TRITECH maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available to the CITY the information required to provide an accounting of the disclosures of PHI, if any, made by TRITECH on the CITY's behalf, provided such disclosures are of the type for which an accounting must be made under the Privacy Regulations;
- Make its internal practices, books and records relating to the use and disclosure of the CITY's PHI available to the Secretary of the Department of Health and Human Services for purposes of determining the CITY's compliance with HIPAA and the Privacy Regulations;
- At the termination of the TRITECH Service Agreement, return or destroy all PHI received from, or created or received by TRITECH on behalf of the CITY. In the event the return or destruction of such PHI is infeasible, TRITECH' obligations as defined in this Business Associate Assurance shall continue in force and effect so long as TRITECH possesses any PHI, notwithstanding the termination of the Agreement for any reason. Notwithstanding any provisions of the TRITECH Service Agreement to the contrary, the CITY may terminate the Agreement if the CITY determines that TRITECH has violated a material term of the Agreement with respect to its functions as a Business Associate.
- Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic

Protected Health Information ("e-PHI") that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Security Rule at 45 C.F.R. §164.308, *et seq.*

- Implement reasonable and appropriate policies and procedures to comply with the standards, required implementation specifications, or other requirements of the Security Rule that apply to Business Associates.
- Promptly report to Covered Entity any Security Incident of which it becomes aware.
- Comply with applicable breach notification provisions and notify the CITY of a breach of unsecured PHI in accordance with Subpart D of 45 C.F.R. Part 164, as applicable.

Permitted and Required Uses and Disclosures by TRITECH:

Except as otherwise limited by this Agreement, TRITECH may use or disclose PHI as necessary to perform any and all functions, activities, or services for, or on behalf of the CITY if such use or disclosure of PHI would not violate applicable laws and regulations relating to the privacy and security of PHI. Except as otherwise limited in the Agreement, TRITECH may use PHI for the proper management and administration of TRITECH or to carry out the legal responsibilities of TRITECH. TRITECH may disclose PHI for those purposes required or otherwise permitted under applicable law or regulations. Except as otherwise limited by the Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B) if TRITECH has been otherwise engaged by the CITY to perform these services.

MASTER THREE-PARTY ESCROW SERVICE AGREEMENT

Master Deposit Account Number: 10514

1. **Introduction.**

This Escrow Service Agreement (the "**Agreement**") is entered into by and between **TriTech Software Systems**, located at 9860 Mesa Rim Road, San Diego, CA 92121 (check either ☒ "**Depositor**" or ☐ "**Beneficiary**") and its affiliates and subsidiaries, and by any additional party signing the Acceptance Form attached as Exhibit E to this Agreement (check either ☐ "**Depositor**" or ☒ "**Beneficiary**") and by Iron Mountain Intellectual Property Management, Inc. ("**Iron Mountain**") on this __ day of _____, 2006 (the "**Effective Date**"). Beneficiary, Depositor, and Iron Mountain may be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.

The use of the term "**Services**" in this Agreement shall refer to Iron Mountain Services that facilitate the creation, management, and enforcement of software and/or other technology escrow accounts as described in Exhibit A attached hereto. A Party shall request Services under this Agreement (i) by submitting a work request associated for certain Iron Mountain Escrow Services via the online portal maintained at the Website located at www.ironmountainconnect.com or any other Websites or Web pages owned or controlled by Iron Mountain that are linked to that Website (collectively the "**Iron Mountain Website**"), or (ii) by submitting a written work request attached hereto as Exhibit A (each, individually, a "**Work Request**"). The Parties desire this Agreement to be supplementary to the License Agreement and pursuant to Chapter 11 United States [Bankruptcy] Code, Section 365(n).

2. **Depositor Responsibilities.**

(a) Depositor shall provide all information designated as required to fulfill a Work Request ("**Required Information**") and may also provide other information ("**Optional Information**") at their discretion to assist Iron Mountain in the fulfillment of requested Services.

(b) Depositor must authorize and designate one or more persons whose action(s) will legally bind the Depositor ("**Authorized Person(s)**" who shall be identified in the Authorized Person(s)/Notices Table of this Agreement) and who may manage the Iron Mountain escrow account through the Iron Mountain Website or via written Work Request. Authorized Person(s) will maintain the accuracy of their name and contact information provided to Iron Mountain during the Term of this Agreement (the "**Depositor Information**").

(c) Depositor shall make an initial deposit that is complete and functional of all proprietary technology and other materials covered under this Agreement ("**Deposit Material**") to Iron Mountain within ninety (90) days of the Effective Date. Depositor may also update Deposit Material from time to time during the Term of this Agreement provided a minimum of one (1) complete and functional copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain via the Iron Mountain Website or using the form attached hereto as Exhibit B.

(d) Depositor consents to Iron Mountain's performance of any level(s) of verification Services described in Exhibit A attached hereto and further consents to Iron Mountain's use of a subcontractor (who shall be bound by the same confidentiality obligations as Iron Mountain and who shall not be a direct competitor to either Depositor or Beneficiary) to provide such Services as needed.

(e) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement free of any liens or encumbrances as of the date of their deposit. Any Deposit Material liens or encumbrances made after their deposit will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement;

(f) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted the necessary decryption tools and keys to read such material are deposited contemporaneously.

(g) Depositor represents that all Deposit Material is provided with all rights necessary for Iron Mountain to verify such proprietary technology and materials upon receipt of a Work Request for such Services; and

(h) Depositor warrants that Iron Mountain's use of the Deposit Material or other materials supplied by Depositor to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties. Depositor agrees to use commercially reasonable efforts to provide Iron Mountain with any necessary use rights or permissions to use materials necessary to perform verification of the Deposit Material. Depositor agrees to reasonably cooperate with Iron Mountain by providing its facilities, computer software systems, and technical personnel for verification Services whenever reasonably necessary.

3. **Beneficiary Responsibilities.**

(a) Beneficiary shall provide all information designated as required to fulfill any Beneficiary Work Request ("**Required Information**") and may also provide other information ("**Optional Information**") at their discretion to assist Iron Mountain in the fulfillment of requested Services.

(b) Beneficiary must authorize and designate one or more persons whose action(s) will legally bind the Beneficiary ("**Authorized Person(s)**" who shall be identified in the Authorized Person(s)/Notices Table of this Agreement) who shall manage the Iron Mountain escrow account through the Iron Mountain Website or via written Work Request. Authorized Person(s) will maintain the accuracy of their name and contact information provided to Iron Mountain during the Term of this Agreement (the "**Beneficiary Information**").

(c) Beneficiary acknowledges, in the absence of a Work Request for verification Services, that it assumes all responsibility for the completeness and/or functionality of all Deposit Material. Beneficiary may submit a verification Work Request to Iron Mountain for one of more of the Services defined in Exhibit A attached hereto and further consents to Iron Mountain's use of a subcontractor if needed to provide such Services.

(d) Beneficiary warrants that Iron Mountain's use of any materials supplied by Beneficiary to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties.

4. **Iron Mountain Responsibilities.**

(a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by authorized Depositor and Beneficiary representatives in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all Required Information at any time upon notification to the Party originating the Work Request.

(b) Iron Mountain will conduct a deposit inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B attached hereto, Iron Mountain will provide Depositor with notice by electronic mail, telephone, or regular mail of such discrepancies. Iron Mountain will work directly with the Depositor to resolve any such discrepancies prior to accepting Deposit Material. Iron Mountain will provide Depositor with notice from time to time during the first ninety (90) days from the Effective date as a reminder that submission of initial Deposit Material is required. Iron Mountain may also send notices every ninety (90) days thereafter to Depositor and/or Beneficiary related to Deposit Material activity if such Services are requested in a Work Request.

(c) Iron Mountain will provide notice by electronic mail, telephone, or regular mail to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement.

(d) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("**SOW**"). Iron Mountain and the requesting Party will mutually agree in writing to a SOW on the following terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the Paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth therein.

(e) Iron Mountain will hold and protect all Deposit Material in physical and/or electronic vaults that are either owned or under the direct control of Iron Mountain.

(f) Iron Mountain will permit the replacement and/or removal of previously submitted Deposit Material upon Work Request that may be subject to the written joint instructions of the Depositor and Beneficiary.

(g) Iron Mountain will strictly follow the procedures set forth in Exhibit C attached hereto to process any Beneficiary Work Request to release Deposit Material.

5. **Payment.**

The Paying Party shall pay to Iron Mountain all fees as set forth in the Work Request form attached hereto as Exhibit A ("**Service Fees**"). Except as set forth below, all Service Fees are due to Iron Mountain within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement. The Paying Party is liable for any taxes related to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent possible. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of 1.25% per month (15% per annum) or the maximum rate permitted by law, whichever is less. Delinquent accounts may be referred to

a collection agency at the sole discretion of Iron Mountain. Notwithstanding, the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement. All Service Fees will not be subject to offset except as specifically provided hereunder.

6. **Term and Termination.**

(a) The initial "**Term**" of this Agreement is for a period of one (1) year from the Effective Date and will automatically renew for additional one (1) year Terms and continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide joint written instructions of their intent to cancel this Agreement within sixty (60) days to Iron Mountain; (ii) Beneficiary provides a sixty (60) day written notice regarding cancellation of this Agreement to both Depositor and Iron Mountain; or (iii) Iron Mountain provides a sixty (60) day written notice to the Depositor and Beneficiary Authorized Persons that it can no longer perform the Services under this Agreement.

(b) In the event this Agreement is terminated under Sections 6(a)(i) or 6(a)(iii) above, Depositor and Beneficiary may provide Iron Mountain with joint written instructions authorizing Iron Mountain to forward the Deposit Material to another escrow company and/or agent or other designated recipient. If Iron Mountain does not receive joint written instructions within sixty (60) calendar days after the date of the notice of termination, Iron Mountain shall return or destroy the Deposit Material.

(c) In the event of the nonpayment of Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with notice by electronic mail and/or regular mail. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending notice by electronic mail and/or regular mail of termination to all Parties. Iron Mountain shall have no obligation to take any action under this Agreement so long as any Iron Mountain invoice issued for Services rendered under this Agreement remains uncollected.

7. **General Indemnity.**

Each Party shall defend, indemnify and hold harmless the others, their corporate affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees), arising under this Agreement from the negligent or intentional acts or omissions of the indemnifying Party or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them.

8. **Warranties.**

(a) Iron Mountain. ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY OF ANY CLAIMED BREACH OF ANY WARRANTIES AND SUCH PARTY'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE RETURN OF THE PORTION OF THE FEES PAID TO IRON MOUNTAIN BY PAYING PARTY FOR SUCH NON-CONFORMING SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. THE WARRANTY PROVIDED IS SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN SECTION 11 HEREIN.

(b) Depositor. Depositor warrants that all Depositor Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor Information during the Term of this Agreement.

(c) Beneficiary. Beneficiary warrants that all Beneficiary Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Beneficiary Information during the Term of this Agreement.

9. **Insurance.**

Iron Mountain shall, at its sole cost and expense, throughout the term of this Agreement, procure and maintain in full force and effect, the following insurance coverage, with an insurance carrier that is rated B+ or better by A.M. Best.

TYPE OF INSURANCE	COVERAGE AMOUNT	TYPE OF INSURANCE	COVERAGE AMOUNT
General Liability	$2,000,000 General Aggregate	Crime Insurance	$2,000,000 Each Occurrence
General Liability	$1,000,000 Each Occurrence	Umbrella Coverage	$5,000,000 General Aggregate
Professional Liability	$1,000,000 Each Occurrence		

All certificates of insurance shall name the Parties as additional beneficiaries with respect to General Liability coverage. All certificates of insurance shall require that the Parties be provided with advance written notice of cancellation of the stated coverage, and Iron Mountain shall request that its insurer use its best efforts to provide at least thirty (30) days' advance written notification of such cancellation.

10. Confidential Information.

Iron Mountain shall have the obligation to reasonably protect the confidentiality of the Deposit Material. Except as provided in this Agreement Iron Mountain shall not disclose, transfer, make available or use the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third Party. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will immediately notify the Parties to this Agreement unless prohibited by law. It shall be the responsibility of Depositor and/or Beneficiary to challenge any such order; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order. Iron Mountain will not be required to disobey any order from a court or other judicial tribunal, including, but not limited to, notices delivered pursuant to Section 13(g) below.

11. Limitation of Liability.

NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID OR OWED TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS. THIS LIMIT SHALL NOT APPLY TO ANY PARTY FOR: (I) ANY CLAIMS OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHT; (II) LIABILITY FOR DEATH OR BODILY INJURY; (III) DAMAGE TO TANGIBLE PROPERTY (EXCLUDING THE DEPOSIT ITEMS); (IV) THEFT; OR (V) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

12. Consequential Damages Waiver.

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA OR INFORMATION, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES, OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

13. General.

(a) Incorporation of Work Requests. All Depositor and/or Beneficiary Work Requests are incorporated into this Agreement. Any Work Requests submitted for an additional deposit account ("Auxiliary Deposit Account") will be incorporated by reference into this Agreement and governed by the same terms and conditions that govern the initial deposit account ("Initial Deposit Account").

(b) Purchase Orders. The terms and conditions of this Agreement prevail regardless of any conflicting or additional terms on any Purchase Order or other correspondence for any Initial Deposit Account or Auxiliary Deposit Account. Any contingencies or additional terms contained on any Purchase Order are not binding upon Iron Mountain. All Purchase Orders are subject to approval and acceptance by Iron Mountain.

(c) Right to Make Copies. Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform this Agreement. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the Party requesting the copies. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.

(d) Choice of Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, United States of America, as if performed wholly within the state and without giving effect to the principles of conflicts of laws.

(e) Right to Rely on Instructions. Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine. Iron Mountain may assume that any employee of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document. Iron Mountain shall not be responsible for failure to act as a result of causes beyond the reasonable control of Iron Mountain.

(f) Force Majeure. Except for the obligation to pay monies due and owing, no Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

(g) Notices. All notices regarding Exhibit C shall be sent by commercial express mail. All other correspondence, including invoices, payments, and other documents and communications, shall be sent by (i) electronic mail; (ii) via regular mail to the Parties at the addresses specified in the Authorized Persons/Notices Table which shall include the title(s) of the individual(s) authorized to receive notices; or (iii) via the online portal maintained at the Iron Mountain Website. It shall be the responsibility of the Parties to notify each other as provided in this Section in the event of a change of physical or e-mail addresses. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice or last known address of the other Parties that is relied on herein that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities by mail, through messenger or commercial express delivery services.

(h) No Waiver. No waiver of rights under this Agreement by any Party shall constitute a subsequent waiver of this or any other right under this Agreement.

(i) Assignment. No assignment of this Agreement by Depositor and/or Beneficiary or any rights or obligations of Depositor and/or Beneficiary under this Agreement is permitted without the written consent of Iron Mountain, which shall not be unreasonably withheld or delayed.

(j) Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, if this paragraph becomes applicable and, as a result, the value of this Agreement is materially impaired for either Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by notice to the others.

(k) Independent Contractor Relationship. Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.

(l) Attorneys' Fees. In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other(s) it's costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.

(m) No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.

(n) Disputes. Any dispute, difference or question relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or any Party hereof will be submitted to, and settled by arbitration by a single arbitrator of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. Unless otherwise agreed by the Parties, arbitration will take place in San Diego, California, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address. If however, Depositor and/or Beneficiary refuse to submit to arbitration, the matter shall not be submitted to arbitration and Iron Mountain may submit the matter to any court of competent jurisdiction for an interpleader or similar action. Unless adjudged otherwise, any costs of arbitration incurred by Iron Mountain, including reasonable attorney's fees and costs, shall be divided equally and paid by Depositor and Beneficiary.

(o) Regulations. All Parties are responsible for and warrant - to the extent of their individual actions or omissions - compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import; export

and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement.

(p) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

(q) Survival. Sections 6 (Term and Termination), 7 (General Indemnity), 8 (Warranties), 10 (Confidential Information), 11 (Limitation of Liability), 12 (Consequential Damages Waiver), and 13 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.

NOTE: SIGNATURE BLOCKS, AUTHORIZED PERSONS/NOTICES TABLE, AND BILLING CONTACT INFORMATION TABLE FOLLOW ON THE NEXT PAGE

The Parties agree that this Agreement is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. This Agreement may only be modified by mutual written agreement of the Parties.

Note: If contracting electronically via the online portal, clicking the "I Accept" button displayed as part of the ordering process, evidences ☐ **"Depositor's"** or ☐ **"Beneficiary's"** agreement to the preceding terms and conditions (the "Agreement"). If you are entering into this Agreement via the online portal on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must select the "I Decline" button.

CHOOSE ONE: ☒ **DEPOSITOR** or ☐ **BENEFICIARY**

SIGNATURE:	
PRINT NAME:	**Christopher D. Maloney**
TITLE:	**President and CEO**
DATE:	13 July 06
EMAIL ADDRESS	**chris.maloney@tritech.com**

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	Paula Smith
TITLE:	Mgr. Client Svcs
DATE:	July 26, 2006
EMAIL ADDRESS:	ipmcontracts@ironmountain.com

AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically and/or through regular mail to the appropriate address set forth below.

PRINT NAME:	**Roxanne Lerner**		**PRINT NAME:**	
TITLE:	**Contracts & Proposals Mgr**		**TITLE:**	
EMAIL ADDRESS	**roxanne.lerner@tritech.com**		**EMAIL ADDRESS**	
STREET ADDRESS 1	**9860 Mesa Rim Road**		**STREET ADDRESS 1**	
PROVINCE/CITY/STATE	**San Diego, CA**		**PROVINCE/CITY/STATE**	
POSTAL/ZIP CODE	**92121**		**POSTAL/ZIP CODE**	
PHONE NUMBER	**858.799.7372**		**PHONE NUMBER**	
FAX NUMBER	**858.799.7015**		**FAX NUMBER**	

BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent electronically and/or through regular mail to the appropriate address set forth below.

PRINT NAME:	**Roxanne Lerner**
TITLE:	**Contracts & Proposals Mgr.**
EMAIL ADDRESS	**roxanne.lerner@tritech.com**
STREET ADDRESS 1	**9860 Mesa Rim Road**
PROVINCE/CITY/STATE	**San Diego, CA**
POSTAL/ZIP CODE	**92121**
PHONE NUMBER	**858.799.7372**
FAX NUMBER	**858.799.7015**

Approved as to Operational Content:
Iron Mountain Operations
Karen Gustave
Name: Karen Gustave
Contracts Administrator
Date: July 14, 2006

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmcontracts@ironmountain.com OR Iron Mountain, Attn: Contract Administration, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

EXHIBIT A ESCROW SERVICE WORK REQUEST

Account Number 1054

SERVICE Check box (es) to order service	SERVICE DESCRIPTION	ONE-TIME FEES	ANNUAL FEES	PAYING PARTY Check box to identify the Paying Party for each service below.
☐ Add and Manage New Escrow Account	Iron Mountain will open a new escrow deposit account that includes a minimum of one (1) Depositor and one (1) complete set of Deposit Material. All Deposit Material will be securely stored in controlled vaults that are owned and/or operated by Iron Mountain. Account services include unlimited deposits, electronic vaulting, access to Iron Mountain Connect™ Escrow Management Center for secure online account management and submission of electronic Work Requests, and secure destruction of deposit materials upon account termination. Iron Mountain will assign a Client Manager for each escrow account. These Managers will provide training from time to time to facilitate secure Internet access to escrow account(s). Assigned Managers will also ensure timely fulfillment of Work Requests (e.g., deposit updates, new beneficiary enrollment) and communication of status.	$2,050	$950	☐ Depositor - OR - ☐ Beneficiary
☐ Add and Manage Auxiliary Account	Iron Mountain will open and manage an Auxiliary Deposit Account for a new product or depositor in accordance with the service description immediately above and the Agreement that governs the Initial Deposit Account # _____.	N/A	$950	☐ Depositor - OR - ☐ Beneficiary
☐ Add Beneficiary	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow account, where possible, and provide notice as appropriate to all relevant Parties.	N/A	$650	☐ Depositor - OR - ☐ Beneficiary
☐ Add Deposit Tracking Notification	Iron Mountain will send periodic notices to Depositor and/or Beneficiary related to Deposit Material as specified within the terms of the Agreement.	N/A	$350	☐ Depositor - OR - ☐ Beneficiary
☐ Add File Comparison and Analysis Test	Iron Mountain will fulfill a Work Request to perform a File Comparison and Analysis Test, which includes a final report sent to Client, on Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Supplementary Questionnaire) and stored Deposit Material.	$2,500	N/A	☐ Depositor - OR - ☐ Beneficiary
☐ Add Deposit Compile Test	Iron Mountain will fulfill a Work Request to perform a Deposit Compile Test, which includes a final report sent to Client, on Deposit Material. Client and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Custom Quote	N/A	☐ Depositor - OR - ☐ Beneficiary
Add Deposit Usability Test – Binary Comparison	Iron Mountain will fulfill a Work Request to perform one a Deposit Compile Test Binary Comparison which includes a final report sent to Client, on Deposit Material. Client and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Custom Quote	N/A	☐ Depositor - OR - ☐ Beneficiary
Add Deposit Usability Test – Full Usability Test	Iron Mountain will fulfill a Work Request to perform one a Deposit Compile Test Full Usability which includes a final report sent to Client, on Deposit Material. Client and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Custom Quote	N/A	☐ Depositor - OR - ☐ Beneficiary
☐ Add Dual Vaulting	Iron Mountain will fulfill a Work Request to store deposit materials in one additional location as defined within the Service Agreement. Duplicate storage request may be in the form of either physical media or electronic storage.	N/A	$500	☐ Depositor - OR - ☐ Beneficiary
☐ Release Deposit Material	Iron Mountain will process a Work Request to release Deposit Material by following the specific procedures defined in Exhibit C "Release of Deposit Materials" the Escrow Service Agreement.	$500	N/A	☐ Depositor - OR - ☐ Beneficiary
☐ Add Custom Services	Iron Mountain will provide its Escrow Expert consulting Services based on a custom SOW mutually agreed to by all Parties.	$150/hour	N/A	☐ Depositor - OR - ☐ Beneficiary
☐ Delete Account	Iron Mountain will fulfill a Work Request to terminate an existing escrow account by providing notice to all Parties to the Agreement, removing Deposit Material from the vault and then either securely destroying or returning the Deposit Material via commercial express mail carrier as instructed. All accrued Services Fees must be collected by Iron Mountain prior to completing fulfillment to terminate an existing escrow account.	No Charge	No Charge	No Charge
☐ Replace/Delete Deposit Materials	Iron Mountain will replace/delete deposit material in accordance with the terms of the Agreement. Materials will be returned as directed by depositor or destroyed using Iron Mountain Secure Shredding.	No Charge	No Charge	No Charge

Upon Escrow Service Agreement execution, please provide your initials below in the appropriate location to indicate your acceptance of this Escrow Services Work Request inclusive of agreed Services pricing and indication of which Party is financially responsible for payment of specific Services.

DEPOSITOR INITIALS_____ BENEFICIARY INITIALS_____

Note: Work Requests may be submitted electronically through their escrow account online OR may complete this form along with any other supporting exhibits required and email and/or fax this Work Request to their assigned Client Manager at Iron Mountain for fulfillment.

VERIFICATION SERVICES OPTIONS

1. File Comparison and Analysis.

1.1. This series of verification tests provides insight into whether the materials that have been deposited have basic information in a form that allows for additional testing to be performed. These tests detect errors that often inhibit effective use of the escrow deposit.

1.2. *Steps include:* Analyzing deposit media readability, file listing, creation of file classification table, virus scan, assurance of completed deposit questionnaire, analysis of completed deposit questionnaire.

1.3. *Deliverables:* At completion of testing, Iron Mountain will distribute a report to all parties detailing Iron Mountain's results. This report will include readability results, file listing, file classification table(s), virus scan results, completed deposit questionnaire, and an analysis of the completed deposit questionnaire.

2. Deposit Compile Test.

2.1. This series of tests includes a standard effort to compile the Deposit Material and build executable code.

2.2. *Steps include:* Analyzing deposit media readability, file listing, creation of file classification table, virus scan, assurance of completed deposit questionnaire, analysis of completed deposit questionnaire, recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code, pass/fail determination, creation of comprehensive build instructions.

2.3. *Deliverables:* Iron Mountain will provide a report detailing the steps necessary to recreate the software/hardware development environment, problems encountered with testing, and Iron Mountain's analysis of the deposit. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-Party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit. When identifying materials required to re-create Depositor's software development environment, Iron Mountain will rely on information provided in Depositor's completed questionnaire (obtained via a Iron Mountain verification representative) and/or information gathered during Iron Mountain's testing experience.

2.4. Deposit Usability Test.

2.5. This series of tests includes testing the functionality of the compiled Deposit Material (in a production setting or similar environment) and can be accomplished through one of the following two options:

2.5.1. *Binary Comparison* – a comparison of the files built from the Deposit Compile Test to the actual licensed technology on the customer's site to ensure a full match in file size.

2.5.2. *Full Usability Test* – a confirmation that the built applications work properly when installed.

2.5.3. Services may be provided by Iron Mountain or individuals or organizations employed by or under contract with Iron Mountain, at the discretion of Iron Mountain.

EXHIBIT B
DEPOSIT MATERIAL DESCRIPTION

COMPANY NAME: _____ ESCROW ACCOUNT NUMBER: 10514

DEPOSIT NAME _____ AND DEPOSIT VERSION _____ (Deposit Name will appear in account history reports)

DEPOSIT MEDIA (PLEASE LABEL ALL MEDIA WITH THE DEPOSIT NAME PROVIDED ABOVE)

MEDIA TYPE	QUANTITY		MEDIA TYPE	QUANTITY
☐ CD-ROM / DVD			☐ 3.5" Floppy Disk	
☐ DLT Tape			☐ Documentation	
☐ DAT Tape			☐ Hard Drive / CPU	
			☐ Circuit Board	

	TOTAL SIZE OF TRANSMISSION (SPECIFY IN BYTES)	# OF FILES	# OF FOLDERS
☐ Internet File Transfer			
☐ Other (please describe below):			

DEPOSIT ENCRYPTION (Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted? ☐Yes or ☐ No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit.

Encryption tool name_____ Version _____

Hardware required _____

Software required _____

Other required information_____

DEPOSIT CERTIFICATION (Please check the box below to Certify and Provide your Contact Information)

☐ I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.	☐ Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies.
NAME:	NAME:
DATE:	DATE:
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	

Note: If Depositor is physically sending Deposit Material to Iron Mountain, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:

Iron Mountain Intellectual Property Management, Inc.
Attn: Vault Administration
2100 Norcross Parkway, Suite 150
Norcross, GA 30071
Telephone: (770) 239-9200
Facsimile: (770) 239-9201

EXHIBIT C

RELEASE OF DEPOSIT MATERIAL

Deposit Account Number: 10514

Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material.

1. Release Conditions. Depositor and Beneficiary agree that Iron Mountain will provide notice via commercial express mail to the Depositor if a Beneficiary under this Agreement submits a Deposit Material release Work Request based on one or more of the following conditions (defined as **"Release Conditions"**):
   (i) Breach of the License Agreement by the Depositor for the Deposit Material covered under this Agreement; or
   (ii) Failure of the Depositor to function as a going concern or operate in the in the ordinary course; or
   (iii) Depositor is subject to voluntary or involuntary bankruptcy.
2. Release Work Request. A Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. Iron Mountain will send a written notice of this Beneficiary Work Request within five (5) business days to the authorized Depositor representative(s).
3. Contrary Instructions. From the date Iron Mountain mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor representative(s) shall have ten (10) business days to deliver to Iron Mountain contrary instructions ("Contrary Instructions"). Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured. Contrary Instructions shall be on company letterhead and signed by an authorized Depositor representative. Upon receipt of Contrary Instructions, Iron Mountain shall send a copy to an authorized Beneficiary representative by commercial express mail. Additionally, Iron Mountain shall notify both Depositor representative(s) and Beneficiary representative(s) that there is a dispute to be resolved pursuant to the Disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) joint instructions from Depositor and Beneficiary that accept release of Deposit Material; or (ii) dispute resolution pursuant to the Disputes provisions of this Agreement; or (iii) receipt of an order from a court of competent jurisdiction.
4. Release of Deposit Material. If Iron Mountain does not receive Contrary Instructions from an authorized Depositor representative, Iron Mountain is authorized to release Deposit Material to the Beneficiary or, if more than one Beneficiary is registered to the deposit, to release a copy of Deposit Material to the Beneficiary. Iron Mountain is entitled to receive any uncollected Service fees due Iron Mountain from the Beneficiary before fulfilling the Work Request to release Deposit Material covered under this Agreement. This Agreement will terminate upon the release of Deposit Material held by Iron Mountain.
5. Right to Use Following Release. Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.

EXHIBIT D

AUXILIARY DEPOSIT ACCOUNT TO MASTER ESCROW AGREEMENT

(NOTE: TO BE COMPLETED ONLY IF DEPOSITOR ESTABLISHED A MASTER ESCROW AGREEMENT)

Master Deposit Account Number:_____

Auxiliary Account Number_____

_____ ("**Depositor**") has entered into a Master Escrow Agreement with Iron Mountain Intellectual Property Management, Inc. ("**Iron Mountain**"). Pursuant to that Agreement, Depositor may deposit certain Deposit Material with Iron Mountain.

Depositor desires that new Deposit Material be held in a separate account and be maintained separately from the initial account. By execution of this Exhibit D, Iron Mountain will establish a separate account for the new Deposit Material. The new account will be referenced by the following name: _____.

Depositor hereby agrees that all terms and conditions of the existing Master Escrow Agreement previously entered into by Depositor and Iron Mountain will govern this account. The termination or expiration of any other account of Depositor will not affect this account.

CHOOSE ONE: ☐ DEPOSITOR or ☐ BENEFICIARY

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	ipmcontracts@ironmountain.com

AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically and/or through regular mail to the appropriate address set forth below.

PRINT NAME:			PRINT NAME:	
TITLE:			TITLE:	
EMAIL ADDRESS			EMAIL ADDRESS	
STREET ADDRESS 1			STREET ADDRESS 1	
PROVINCE/CITY/STATE			PROVINCE/CITY/STATE	
POSTAL/ZIP CODE			POSTAL/ZIP CODE	
PHONE NUMBER			PHONE NUMBER	
FAX NUMBER			FAX NUMBER	

EXHIBIT E
ENROLLMENT FORM

Deposit Account Number: _____

Depositor, Beneficiary and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"), hereby acknowledge that _____ is the ☐ **"Depositor"** or ☐ **"Beneficiary"** referred to in the Escrow Agreement that supports Deposit Account Number: _____ with Iron Mountain as the escrow agent and _____ is the ☐ **Depositor** or ☐ **Beneficiary** enrolling under this Agreement. ☐ **"Depositor"** or ☐ **"Beneficiary"** hereby agrees to be bound by all provisions of such Agreement.

BENEFICIARY COMPANY NAME: _____

AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically and/or through regular mail to the appropriate address set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.

PRINT NAME:			**PRINT NAME:**	
TITLE:			**TITLE:**	
EMAIL ADDRESS			**EMAIL ADDRESS**	
STREET ADDRESS			**STREET ADDRESS**	
PROVINCE/CITY/STATE			**PROVINCE/CITY/STATE**	
POSTAL/ZIP CODE			**POSTAL/ZIP CODE**	
PHONE NUMBER			**PHONE NUMBER**	
FAX NUMBER			**FAX NUMBER**	

PAYING PARTY COMPANY NAME: _____

BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.

PRINT NAME:	
TITLE:	
EMAIL ADDRESS	
STREET ADDRESS 1	
PROVINCE/CITY/STATE	
POSTAL/ZIP CODE	
PHONE NUMBER	
FAX NUMBER	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmcontracts@ironmountain.com OR Iron Mountain, Attn: Contract Administration, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

NOTE: SIGNATURE BLOCKS FOLLOW ON THE NEXT PAGE

DEPOSITOR

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS	

BENEFICIARY

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	ipmcontracts@ironmountain.com

EXHIBIT Q
ESCROW DEPOSIT QUESTIONNAIRE

Introduction

From time to time, technology escrow beneficiaries may exercise their right to perform verification services. This is a service that Iron Mountain provides for the purpose of validating relevance, completeness, currency, accuracy and functionality of deposit materials.

Purpose of Questionnaire

In order for Iron Mountain to determine the deposit material requirements and to quote fees associated with verification services, a completed deposit questionnaire is requested. It is the responsibility of the escrow depositor to complete the questionnaire.

Instructions

Please complete the questionnaire in its entirety by answering every question with accurate data. Upon completion, please return the completed questionnaire to the beneficiary asking for its completion, or e-mail it to Iron Mountain Intellectual Property Management to the attention of Shane Ryan at *shaneryan@ironmountain.com*.

Escrow Deposit Questionnaire

General Description

1. What is the general function of the software to be placed into escrow?
2. On what media will the source code be delivered?
3. What is the size of the deposit in megabytes?

Requirements for the Execution of the Software Protected by the Deposit

1. What are the system hardware requirements to successfully execute the software? (memory, disk space, etc.)
2. How many machines are required to completely set up the software?
3. What are the software and system software requirements, to execute the software and verify correct operation?

Requirements for the Assembly of the Deposit

1. Describe the nature of the source code in the deposit. (Does the deposit include interpreted code, compiled source, or a mixture? How do the different parts of the deposit relate to each other?)
2. How many build processes are there?
3. How many unique build environments are required to assemble the material in the escrow deposit into the deliverables?
4. What hardware is required for each build environment to compile the software? (including memory, disk space, etc.)

5. What operating systems (including versions) are used during compilation? Is the software executed on any other operating systems/version?

6. How many separate deliverable components (executables, share libraries, etc.) are built?

7. What compilers/linkers/other tools (brand and version) are necessary to build the application?

8. What, if any, third-party libraries are used to build the software?

9. How long does a complete build of the software take? How much of that time requires some form of human interaction and how much is automated?

10. Do you have a formal build document describing the necessary steps for system configuration and compilation?

11. Do you have an internal QA process? If so, please give a brief description of the testing process.

12. Please list the appropriate technical person(s) Iron Mountain may contact regarding this set of escrow deposit materials.

Please provide your contact information below:

Name: _____
Telephone: _____
Company: _____
Address: _____
City, State _____ Postal Code _____
Country: _____
E-mail: _____

For additional information about Iron Mountain Technical Verification Services, please contact Shane Ryan at **978-667-3601 ext. 100** or by e-mail at **mailto: shaneryan@ironmountain.com**.

www.ironmountain.com

EXHIBIT F-1

ENROLLMENT FORM

Deposit Account Number: 32692

Depositor, Beneficiary and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"), hereby acknowledge that **TriTech Software Systems** is the ☐ **"Depositor"** or ☒ **"Beneficiary"** referred to in the Escrow Agreement that supports Deposit Account Number: **32692** with Iron Mountain as the escrow agent and the **City of Oceanside** is the ☐ **Depositor** or ☒ **Beneficiary** enrolling under this Agreement. ☐ **"Depositor"** or ☒ **"Beneficiary"** hereby agrees to be bound by all provisions of such Agreement.

BENEFICIARY COMPANY NAME: CITY OF OCEANSIDE

AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically and/or through regular mail to the appropriate address set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.

PRINT NAME:	Raymond Bechler		PRINT NAME:	Yukari Krause-Brown
TITLE:	Police Captain		TITLE:	Information Technologies Division Manager
EMAIL ADDRESS	rbechler@ci.oceanside.ca.us		EMAIL ADDRESS	ybrown@ci.oceanside.ca.us
STREET ADDRESS	3855 Mission Ave.		STREET ADDRESS	300 N. Coast Hwy
PROVINCE/CITY/STATE	Oceanside, CA		PROVINCE/CITY/STATE	Oceanside, CA
POSTAL/ZIP CODE	92056		POSTAL/ZIP CODE	92054
PHONE NUMBER	760.435.4997		PHONE NUMBER	760.435.3821
FAX NUMBER			FAX NUMBER	

PAYING PARTY COMPANY NAME: CITY OF OCEANSIDE

BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.

PRINT NAME:	Roxanne Lerner
TITLE:	Director of Contracts
EMAIL ADDRESS	Roxanne.lerner@tritech.com
STREET ADDRESS 1	9477 Waples Street, Suite 100
PROVINCE/CITY/STATE	San Diego, CA
POSTAL/ZIP CODE	92121
PHONE NUMBER	858.799.7372
FAX NUMBER	858.799.7011

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmcontracts@ironmountain.com OR Iron Mountain, Attn: Contract Administration, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

NOTE: SIGNATURE BLOCKS FOLLOW ON THE NEXT PAGE

DEPOSITOR

SIGNATURE:	
PRINT NAME:	Roxanne Lerner
TITLE:	Director of Contracts
DATE:	
EMAIL ADDRESS	Roxanne.lerner@tritech.com

BENEFICIARY

SIGNATURE:	
PRINT NAME:	Raymond Bechler
TITLE:	Police Captain
DATE:	
EMAIL ADDRESS:	rbechler@ci.oceanside.ca.us

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	ipmcontracts@ironmountain.com