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# **SYSTEM PURCHASE AGREEMENT**

**TRITECH SOFTWARE SYSTEMS**

**FOR**

**THE CITY OF ALAMEDA**

# SYSTEM PURCHASE AGREEMENT

## TABLE OF CONTENTS

<b>TABLE OF CONTENTS .....</b>	<b>2</b>
<b>1.0 INTRODUCTION.....</b>	<b>4</b>
<b>2.0 ADDENDA.....</b>	<b>5</b>
<b>3.0 DEFINITIONS .....</b>	<b>5</b>
<b>4.0 PRICES AND PAYMENT.....</b>	<b>10</b>
<b>5.0 SOFTWARE LICENSES.....</b>	<b>11</b>
<b>6.0 TERM.....</b>	<b>13</b>
<b>7.0 DELIVERY, INSTALLATION, TITLE AND RISK OF LOSS .....</b>	<b>13</b>
<b>8.0 SITE PREPARATION .....</b>	<b>14</b>
<b>9.0 SERVICES.....</b>	<b>15</b>
<b>10.0 SYSTEM AND SUBSYSTEM TESTING .....</b>	<b>15</b>
<b>11.0 CONFIDENTIALITY AND PROPRIETARY RIGHTS .....</b>	<b>15</b>
<b>12.0 LIMITED WARRANTIES.....</b>	<b>17</b>
<b>13.0 MAINTENANCE AND SOFTWARE SUPPORT .....</b>	<b>18</b>
<b>14.0 INTENTIONALLY OMITTED.....</b>	<b>20</b>
<b>15.0 DEFAULT AND TERMINATION.....</b>	<b>21</b>
<b>16.0 LIABILITY .....</b>	<b>21</b>
<b>17.0 INSURANCE .....</b>	<b>22</b>
<b>19.0 PROHIBITION AGAINST TRANSFERS.....</b>	<b>24</b>
<b>20.0 APPROVAL OF SUBCONTRACTORS .....</b>	<b>25</b>
<b>21.0 PERMITS AND LICENSES.....</b>	<b>25</b>
<b>22.0 REPORTS .....</b>	<b>25</b>
<b>23.0 RECORDS.....</b>	<b>26</b>
<b>24.0 SAFETY .....</b>	<b>26</b>

<b>25.0</b>	<b>COPYRIGHT &amp; TRADE SECRET INFRINGEMENT .....</b>	<b>27</b>
<b>26.0</b>	<b>DISPUTE RESOLUTION .....</b>	<b>27</b>
<b>27.0</b>	<b>SALES, USE AND PROPERTY TAX.....</b>	<b>28</b>
<b>28.0</b>	<b>SEVERABILITY .....</b>	<b>28</b>
<b>29.0</b>	<b>FORCE MAJEURE/EXCUSABLE DELAY .....</b>	<b>28</b>
<b>30.0</b>	<b>STANDARD OF CARE .....</b>	<b>28</b>
<b>31.0</b>	<b>CONSTRUCTION AND HEADINGS.....</b>	<b>29</b>
<b>32.0</b>	<b>INDEPENDENT PARTIES.....</b>	<b>29</b>
<b>33.0</b>	<b>IMMIGRATION REFORM AND CONTROL ACT (IRCA) .....</b>	<b>29</b>
<b>34.0</b>	<b>NON-DISCRIMINATION.....</b>	<b>29</b>
<b>35.0</b>	<b>WAIVER .....</b>	<b>29</b>
<b>36.0</b>	<b>ENTIRE AGREEMENT.....</b>	<b>30</b>
<b>37.0</b>	<b>APPLICABLE LAW.....</b>	<b>30</b>
<b>38.0</b>	<b>NOTICES .....</b>	<b>30</b>
<b>39.0</b>	<b>ORDER OF PRECEDENCE.....</b>	<b>30</b>
<b>40.0</b>	<b>GENERAL TERMS .....</b>	<b>31</b>
	<b>ADDENDUM A .....</b>	<b>33</b>
	<b>ADDENDUM A-1.....</b>	<b>34</b>
	<b>ADDENDUM A-2.....</b>	<b>35</b>
	<b>ADDENDUM A-3.....</b>	<b>37</b>
	<b>ADDENDUM A-4.....</b>	<b>41</b>
	<b>ADDENDUM A-5.....</b>	<b>42</b>
	<b>ADDENDUM A-6.....</b>	<b>43</b>
	<b>ADDENDUM A-7.....</b>	<b>44</b>
	<b>ADDENDUM A-8.....</b>	<b>45</b>
	<b>ADDENDUM A-9.....</b>	<b>46</b>
	<b>ADDENDUM B .....</b>	<b>47</b>
	<b>ADDENDUM C .....</b>	<b>48</b>
	<b>ADDENDUM D.....</b>	<b>49</b>
	<b>ADDENDUM E .....</b>	<b>50</b>

# SYSTEM PURCHASE AGREEMENT

**Client:** City of Alameda, California  
**Address:** 1555 Oak Street  
**City, State, Zip:** Alameda, CA 94501  
**Phone, Fax:** P: (510) 337-8319, F: (510) 523-5322  
**Contact Name:** Don Owyang

## 1.0 INTRODUCTION

1.1 This Agreement, is made by and between TriTech Software Systems, a California Corporation referred to as “TriTech”, with its principle place of business at 9477 Waples Street, Ste. 100, San Diego, California 92121, and the government agency named above, referred to as “Client” (who together may also be referred to as the “Parties” herein, or individually as a “Party”), with reference to the following facts:

1.2 Client and Tiburon, Inc. (“Tiburon”), a TriTech affiliate, entered into an Enhancement Proposal, entitled “Enhancement Proposal (EP)-3612: CAD, Mobile and RMS Migration”, dated August 14, 2014 (the “Enhancement Proposal”), for Client’s upgrade to Tiburon’s Total CommandCAD and Total Enforcement RMS applications.

1.3 TriTech acquired Tiburon on or about February 6, 2015.

1.4 TriTech has offered to migrate Client to TriTech’s Inform CAD, Inform Mobile and Inform FBR applications as an alternative to upgrading Client to Tiburon’s Total CommandCAD and Total Enforcement RMS applications, as originally proposed in the Enhancement Proposal.

1.5 Client desires to discontinue the Tiburon upgrade described in the Enhancement Proposal, and migrate to TriTech’s Inform CAD, Inform Mobile and Inform FBR applications.

1.6 Understanding the above, this Agreement is for the migration and purchase of an integrated Computer System (the “System”) by the Client from TriTech, consisting of a Computer-Aided Dispatch System (Inform CAD); Mobile Data System (Inform Mobile); and Field-Based Reporting system (Inform FBR), including applicable Interfaces, software, equipment and services (the “Project”) as more fully described in this Agreement and the Addenda hereto. The System described herein is TriTech’s standard, commercial off the shelf software system, and is licensed to the Client with no additional modifications, unless otherwise specified in this Agreement or its attachments, unless agreed to by the Parties in writing.

1.7 In consideration of the terms, promises, mutual covenants and conditions contained in this Agreement, Client and TriTech agree as follows:

## 2.0 ADDENDA

2.1 The following documents are attached as Addenda to this Agreement and incorporated by reference as though set forth in full:

- |     |              |   |
|-----|--------------|---|
| (a) | Addendum A-1 | Statement of Work   |
| (b) | Addendum A-2 | Number of TriTech Software Licenses, Installation and Shipping Instructions |
| (c) | Addendum A-3 | TriTech Services, Support and Maintenance Fees, and Miscellaneous           |
| (d) | Addendum A-4 | Equipment   |
| (e) | Addendum A-5 | System Software   |
| (f) | Addendum A-6 | Subcontractor Software, Hardware and Services, if applicable                |
| (g) | Addendum A-7 | Payment Terms   |
| (h) | Addendum A-8 | Contract Price Summary  |
| (i) | Addendum A-9 | System Planning Document  |
| (j) | Addendum B   | TriTech Master Three Party Source Code Escrow Agreement                     |
| (k) | Addendum C   | Subcontractor Warranty, Support and Maintenance Agreements, if applicable   |
| (l) | Addendum D   | Subcontractor License Agreements, if applicable                             |
| (n) | Addendum E   | IQ Subscription Service License & Use Agreement                             |

## 3.0 DEFINITIONS

3.1 “Archive Server” or “Reporting Server” means a Server or other storage unit on which Client’s data resides for archival purposes.

3.2 “Contract Price” means the total of the purchase price of the items as specified in Addendum A-8, including, as applicable, equipment, software licenses, services, fees, expenses

and other items acquired under this Agreement, and if included as a line item in Addendum A-8, any applicable sales, use, value added, or other such governmental charges.

3.3 “Deliverable” means an item of equipment, software, services and other items acquired under this Agreement as listed in the addenda hereto.

3.4 “Delivery” with respect to the System means physical delivery of substantially all components of each Subsystem to the Designated Location. Delivery shall be deemed to have occurred despite the absence of incidental components provided that Installation of the Subsystem, training and system configuration can begin with the items then delivered. A separate Delivery shall occur with respect to each such Subsystem.

3.5 “Designated Location(s)” means the physical site(s) at which a Subsystem is installed as specified in Addendum A-1, Statement of Work.

3.6 “Disaster Recovery Computer System” (with reference to the CAD 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.

3.7 “Documentation” means any standard user manuals or other related instructional and/or reference materials, provided by TriTech or other Software Vendors, 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.

3.8 “Equipment” means the computer system equipment specified in Addendum A-4 of this Agreement. TriTech may substitute equipment for that specified in Addendum A-4 provided that such equipment will meet the requirements of the Specifications and this Agreement. (For Definitional purposes, Equipment (Addendum A-4) is differentiated from hardware supplied by Subcontractors (Addendum A-6).)

3.9 “Go Live” means the event that occurs when the Client first uses a Subsystem for Live Operations. A separate Go Live may take place with respect to each Subsystem, each Interface, and each Modification.

3.10 “Help Desk” means the TriTech function consisting of receiving calls from Client concerning System problems and assisting Client with respect to the manufacturers of Equipment, Software and other items acquired under this Agreement under the applicable warranties and/or maintenance support agreements.

3.11 “Installation” with respect to Subsystems means the process of running the Subsystem under a procedure to demonstrate basic interoperability of the applicable Subsystem components at the Designated Location for that Subsystem. “Installation”, with respect to the Modifications, means the process of running each Modification under a procedure to demonstrate basic interoperability with the applicable Subsystem at its Designated Location(s). “Installation”, with respect to the Interfaces, means the process of running each Interface under a procedure to demonstrate basic interoperability of the Interface with the applicable Subsystem and the hardware and/or Software with which it is interfaced at its Designated Location(s).

3.12 “Interface”, collectively or individually, means the interface software described in Addendum A-2.

3.13 “Live Operations” means use of a Subsystem (e.g., the TriTech Software less Interfaces and Modifications) as the primary means of performing its functions. Use of a Subsystem in parallel with Client’s existing system for a period not in excess of thirty (30) days where the existing system is the primary means of performing its functions and the Subsystem is being run in a test environment shall not be deemed Live Operations.

3.14 “Modifications” means changes or additions to Software from the standard version thereof prepared hereunder. The Modifications, if applicable, are described in the appropriate Statement of Work, Addendum A-1. The TriTech Software is not custom software, and as such, at TriTech’s discretion Modifications or enhancements to the standard version will be made available in a subsequent version release available to all TriTech clients; or as applicable, made available as a separate module or function, separately licensed and priced.

3.15 “Object Code” means any instruction or set of instructions of a computer program in machine-readable form.

3.16 “Primary Computer System” means the live operations production system.

3.17 “Prime Contractor” means that TriTech shall (i) act as the central point of contact, providing project management services, including coordination and monitoring of all Subcontractor activities with respect to the Project, (ii) subcontract with certain Vendors that provide hardware, Software and/or services in connection with the Project (as more fully described in the Statement of Work), and (iii) pass through to Client warranties received from the Vendors thereof. Prior to Go Live, should any Subcontractor hereunder be in default, through no fault of Client or its agents, a third party, or an event of Force Majeure, TriTech shall either continue to perform the duties of the Subcontractor to fulfill the obligations for the Subcontractor in accordance with the Statement of Work, or provide an alternative solution. Provided, however, that in no event will TriTech’s responsibility exceed the price for such Subcontractor’s portion of the Contract Price.

3.18 “Project Implementation Support” means the services provided to the Client by TriTech during normal TriTech Business Hours, for implementation of the Project, including assistance with code files, prior to Go Live which services are managed by TriTech’s Project Manager.

3.19 “Project Schedule” means the schedule developed in conjunction with the Statement of Work that provides the schedule for tasks to be completed by TriTech and the Client, and all Deliverable items to be provided by TriTech hereunder.

3.20 “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. With respect to the CAD System, this term includes, without limitation, the Primary Computer System and the Disaster Recover Computer System.

3.21 “Software” means collectively or individually the computer programs provided under this Agreement, including, without limitation, the programs for each Subsystem.

3.22 “Software Error” means an error in coding or logic that causes a program not to substantially function as described in the applicable Specifications. In the event TriTech (or another Software Vendor) is unable to reproduce the Software Error at its facilities, TriTech will, at Client’s request, visit Client’s premises at Client’s expense. If it is determined that the problem was caused by Equipment, Software, services, network or other items not supplied or not authorized by TriTech, Client shall reimburse TriTech for its labor costs for such on site visit, at TriTech’s then current rates for consulting.

3.23 “Software Support” means Telephone Support, Software Error Correction, and Software Update services provided by TriTech (and/or other Software Vendors) for the Software, either under warranty or under an annual Software Support Agreement, as more fully described in said Agreement.

3.24 “Software Support Agreement” means collectively or individually agreements of that name (or a similar name) for the rendering of Software Support services entered into between the Parties coincident with this Agreement and renewed from time to time thereafter.

3.25 “Source Code” means the original mnemonic or high-level statement version of Software.

3.26 “Specifications” means (i) the functional requirements and applicable Functional Test document(s) (“FT”) with respect to each Subsystem; (ii) the Interface Functional Configuration Document (“IFCD”) and applicable test document for each Interface, or Operational Scenario Document(s) for each Modification; and (iii) the published specifications for the Equipment, which documents are incorporated by reference herein as though set forth in full.

3.27 “Statement of Work” means the document that defines the implementation process for the Project, including specific tasks that are the responsibility of TriTech and the Client.

3.28 “Subcontractor” means one of the entities identified in the Statement of Work as subcontractors to TriTech, if applicable.

3.29 “Subcontractor Hardware” means the hardware supplied by a Subcontractor as part of its Subsystem, and identified in Addendum A-6, if applicable.

3.30 “Subcontractor Software” means software supplied by a Subcontractor as part of its Subsystem and listed in Addendum A-6, if applicable.

3.31 “Subsystem” means each of the applications described in the Statement of Work, including its Equipment, other hardware and software. In most cases, the Subsystem software will share Equipment. (For the avoidance of doubt, the CAD System is a Subsystem under this Agreement.)



3.32 “Subsystem Software” means individually or collectively the Software provided under this Agreement for each of the Subsystems.

3.33 “System” means collectively all Subsystems that make up the integrated Computer System referred to in paragraph 1.2 of this Agreement and more fully described in the Statement of Work.

3.34 “System Software” means the software identified in Addendum A-5 which includes, without limitation, operating system software, DBMS Software, and communications software.

3.35 “Task Completion Report” or “TCR” means the document presented by TriTech’s Project Manager to the Client for signature upon completion of a Deliverable.

3.36 “Telephone Support” means the service provided by TriTech for access to the TriTech Customer Service Department by telephone, on a twenty-four (24) hour a day, seven (7) day per week basis, or as applicable on a Normal Customer Service Business Hour basis (7:30 a.m. through 7:30 p.m., Monday through Friday, excluding TriTech holidays).

3.37 “TriTech Business Hours” means TriTech’s corporate business hours of 8:30 a.m. to 5:30 p.m. (Pacific Time), Monday through Friday, excluding TriTech holidays.

3.38 “TriTech Software” means the Object Code version of the software specified in Addendum A-2 of this Agreement, and any Modifications provided hereunder.

3.39 “Update” means revisions or additions to Software provided by the Vendor thereof. 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 the Vendor.

3.40 “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. This term shall be construed to refer to a grant of reproduction rights under 17 U.S.C. 106(1), and shall not be construed to grant other rights held by the copyright owner, including without limitation the right to prepare derivative works.

3.41 “User” means the operator of a Subsystem Workstation that is configured to access and/or utilize the capabilities and features of the Subsystem Software.

3.42 “Vendor” means any supplier of hardware, software or services under this Agreement, including TriTech, Subcontractors, System Software suppliers and Equipment suppliers. With respect to software, this term means the owner of the intellectual property rights, including copyright, to the software.

3.43 “Workstation” means any computer input station that utilizes the functionality of a Subsystem, whether the software resides locally or on a Server.

## 4.0 PRICES AND PAYMENT

4.1 Unless otherwise stated herein, all dollar amounts contained in this Agreement are in U.S. dollars. The Contract Price for the purchased and/or licensed items hereunder is \$677,283.61, as more completely specified in Addendum A-8. Client shall pay the Contract Price without deduction or offset on the terms specified in Addendum A-7, pursuant to invoices issued by TriTech which shall be due upon receipt unless otherwise stated in the invoice.

4.1.1 For each payment milestone identified in Addendum A-7, TriTech's Project Manager will provide the Client with a TCR for signature. The Client signed TCR will initiate TriTech's invoicing of the payment milestone.

4.1.2 The Contract Price for the Deliverables and Services defined in Addendum A-2 through Addendum A-8 is based on a firm fixed price, subject to the following adjustments. In the event that Client in its sole discretion chooses to delay implementation of any Deliverable for more than six (6) months beyond the Go Live date set forth in the Project Schedule, and the then current pricing for such Deliverable(s) including applicable Services has increased since the date of execution of this Agreement, such then current pricing will apply. A change order for signature by both Parties will be processed to adjust the Contract Price.

4.1.3 The total compensation for the work under this Agreement is not to exceed \$677,283.61.

4.2 TriTech reserves the right not to deliver the purchased and/or licensed items, or any part thereof, until credit approval and/or lease approval (if applicable) has occurred.

4.3 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 fifteen (15) days after their due date until paid. The **remittance address for payments** only is:

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

4.3.1 In the event that Client is in arrears on payments due to TriTech of more than sixty (60) days from the due date, TriTech in its sole discretion may elect to stop work on the Project for non-payment until Client becomes current on payments due. In such event the Project Schedule will be adjusted accordingly, and TriTech shall not be considered to be in default for delays caused by Client's non-payment.

4.4 If Client desires to finance the Contract Price or any part thereof, it shall notify TriTech as soon as possible, but no later than the date of contract signing, and shall work diligently to secure said financing so as not to delay Delivery. TriTech shall be under no obligation to deliver any item hereunder until it receives a valid purchase order or firm letter of commitment from such financing company. Should Client finance the Contract Price, TriTech shall not be obligated to refund any deposit until the lease or loan has been funded and TriTech

has been paid in full. For purposes of this Agreement, the term “finance” includes but is not limited to leasing.

4.5 If Client desires to purchase any of the items specified in this Agreement via a lease or other financing option, this Agreement shall be incorporated by reference in the lease agreement or financing agreement and the terms and conditions herein shall supersede such agreements or any purchase order, assignment agreement, or other contract of the lessor or lender. Notwithstanding a lease or other financing option, Client shall continue to be fully obligated under this Agreement.

## 5.0 SOFTWARE LICENSES

5.1 In consideration for, and subject to, the payment of the license fee(s) specified in Addendum A-8 of this Agreement, and the other promises, covenants and conditions herein, Client is granted the following licenses to the Software:

5.1.1 The TriTech Software: A nontransferable, nonexclusive right and license to Use the TriTech Software and the Documentation for said Software for Client’s own internal use for the applications described in the Statement of Work, at the Designated Location, in the quantity set forth in Addendum A-2, and on the Equipment set forth in Addendum A-4. Client may make additional copies of the TriTech Software as reasonably required for archival, or backup purposes, provided that such copies contain all copyright notices and other proprietary markings contained on the original, and are kept confidential in accordance with Section 11.0 herein. Additional TriTech Software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this Section 5.0.

5.1.1.1 Each copy of the TriTech Software provided under this license that is not identified in Addendum A-2 of this Agreement as a Disaster Recovery license may be used on only one Primary Computer System at any one time.

5.1.1.2 Each copy of the TriTech Software provided under this license and identified in Addendum A-2 of this Agreement as a Disaster Recovery license may be used in a standby mode on only one Disaster Recovery 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 Disaster Recovery System and the Designated Application Software identified as a Disaster Recovery license may be enabled to function in its place. When the Primary Computer System returns to its normal operational mode, the Disaster Recovery System and the Designated Application Software identified as a Disaster Recovery license must be returned to its standby mode.

5.1.1.3 Client shall be entitled to have a copy of the TriTech Software residing on the Primary Server(s), and the Archive or Reporting Server.

5.1.1.4 Notwithstanding anything to the contrary in this Section, the TriTech Software is designed to enable Client to develop original applications which interface with the TriTech Software. The development and use of such interfacing applications is specifically permitted under the licenses herein and shall not be deemed derivative works

provided that they are not, in fact, derived from the TriTech Software or the ideas, methods of operation, processes, technology or know-how implemented therein. Other than the licenses granted herein, Client shall not acquire any right, title or interest in the TriTech Software by virtue of the interfacing of such applications, whether as joint owner, or otherwise. Likewise, TriTech shall not acquire any right, title or interest in such Client developed non-derived applications, whether as owner, joint owner or otherwise.

5.1.2 IQ Subscription Services: The terms and conditions for use of the IQ Subscription services are set forth in the IQ Subscription Service Use & License Agreement attached as Addendum E, if applicable.

5.1.3 Subcontractor Software: The licenses set forth in the License Agreements included in this Agreement in Addendum D, if applicable.

5.1.3 System Software: The licenses set forth in the applicable vendor's license agreements that accompany such software. 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 Section 5.

5.2 Each Workstation and Server that is configured to utilize the functionality of any Subsystem Software must have a full-user license under this Agreement.

5.3 Title to all Software provided to Client under this Agreement remains with the Vendor of such Software. The applicable software Vendor retains all rights to its specific Subsystem Software and the associated Documentation not expressly granted in this Agreement.

5.4 Software (including without limitation Subsystem Software) may not be used to operate a service bureau or time-sharing service, outsourcing service, application service provider service or other services or businesses that provide computer-aided vehicle dispatching to third parties. Notwithstanding the above, Client shall be entitled to Use Subsystem Software at the applicable Designated Location for the purpose of the application(s) described in the Statement of Work for itself and other agencies/entities in the area within Alameda County, California, provided that the Subsystem Software is installed and operated at only one physical location. The Software shall not be used for other than the application(s) described in the Statement of Work.

5.5 Client shall not Use, copy, rent, lease, sell, sublicense, create derivative works from/of, or transfer the Software or any Subsystem Software or Documentation, or permit others to do said acts, except as provided in this Agreement or the applicable software license agreement. Any such unauthorized Use shall be void and may result in immediate and automatic termination of the applicable license, at the option of the applicable Vendor. In such event, Client shall not be entitled to a refund of the license fees paid hereunder.

5.6 The Software licenses granted in this Agreement or in connection with it are for Object Code only and do not include a license or any rights to Source Code. Without limiting the generality of the foregoing, Client is specifically prohibited from accessing, copying, using, modifying, distributing or otherwise exercising any rights to such Source Code, even if such

Source Code is loaded on the Equipment. The loading and/or using of Source Code to any Subsystem Software by TriTech or its employees, agents or Subcontractors on the Equipment or any other computer system equipment at the Designated Location or any other location associated with Client shall not constitute a waiver of this provision, or any express or implied license or other permission to copy, use or exercise other rights to the Source Code.

5.7 Client may not export any Software or Documentation outside the United States without further prior written agreement of TriTech or the applicable Subcontractor. In the event of such agreed export, Client agrees to comply with the requirements of the United States Export Administration Act of 1979 and any amendments thereto, and with all relevant regulations of the Office of Export Administration, U.S. Department of Commerce.

5.8 These licenses are effective until surrendered or terminated hereunder or under the terms of the applicable software license agreements.

5.9 Client may surrender any software licenses provided in connection with this Agreement at any time by performing the actions described in paragraph 15.4 of this Agreement, or the applicable software license agreement. Such surrender shall not affect TriTech's right to receive and retain the Contract Price and other fees, charges and expenses earned hereunder.

## 6.0 TERM

6.1 The term of this Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_ 2017, and shall terminate five (5) years thereafter, unless terminated earlier as set forth herein.

6.2 The following provisions shall survive termination of this Agreement: Section 3 "Definitions", Section 5 "Software Licenses" (provided Client remains a licensed end user of TriTech Software), Section 11 "Confidentiality and Proprietary Rights", Section 16 "Liability", Section 17 "Insurance", Section 18 "Confidentiality and Trade Secret Infringement", Section 31 "Waiver", and Section 33 "Applicable Law".

## 7.0 DELIVERY, INSTALLATION, TITLE AND RISK OF LOSS

7.1 TriTech will Deliver the items purchased and/or licensed hereunder and perform the services pursuant to the Statement of Work, subject to the provisions of the FORCE MAJEURE/EXCUSABLE DELAY Section (29.0) of this Agreement, and further subject to delays caused by the actions or omissions of Client, including, but not limited to, delays in performing the Client responsibilities as defined in the Statement of Work. Unless specifically identified as a TriTech task in the Statement of Work, Installation of Workstations into consoles, furniture or similar work area components at Client's Designated Location is the responsibility of Client.

7.1.1 TriTech resources are allocated for each project based upon the mutually agreed upon Project Schedule. Client requested changes to the Project Schedule, including but not limited to training dates, or the Go Live date, or additional on-site meetings requested by Client will require TriTech to reallocate resources to accommodate the schedule change. Such

changes to the Project Schedule must be mutually agreed upon in writing, and may result in additional fees for reallocation of resources, including applicable travel expenses.

7.2 TriTech will provide the Client with training for the System as specified in the Statement of Work and according to the agreed upon Project Schedule. If the Client is not available for training at the scheduled time, a revised training schedule will be established based upon the mutual agreement of TriTech and the Client. Any delay in performance of this Agreement resulting from such changes to the training schedule shall be deemed to be an Excused Delay under Section 29.0 herein and shall not result in a breach of this Agreement by TriTech.

7.3 Implementation of the Interfaces and Modifications will be based upon the mutually agreed upon Project Schedule.

7.4 Client shall perform the Client Required Actions described in the Statement of Work in a timely manner.

7.5 Title to all Software provided under this Agreement shall remain with the Vendor thereof. TriTech retains a security interest in the items acquired hereunder as more fully provided in the SECURITY INTEREST section of this Agreement.

7.6 Risk of loss of any Deliverable shall be borne by TriTech until Delivery of the Deliverable to Client. Thereafter, the risk of loss shall be borne by Client.

7.7 Client shall pay all freight charges associated with Delivery of the System (including initial delivery to TriTech (or, if applicable, Subcontractor) facilities and final Delivery to the applicable Designated Location). If such charges are included as a line item in the Contract Price (Addendum A-8), they shall be paid according to the payment terms in Addendum A-7. Otherwise, they shall be paid on receipt of TriTech's invoice for such charges.

## 8.0 SITE PREPARATION

8.1 Client agrees to provide, at its own expense, those required facilities and equipment specified in Addendum A-9 (the System Planning Document), or in the applicable Documentation or otherwise specified by TriTech in writing, to meet the hardware/software configuration requirements and the requirements for proper electrical power quality and other computer facility resources. Client shall also provide and maintain during the term of this Agreement, a high speed data connection (as more fully defined in the System Planning Document), a separate data quality telephone modem line and a dedicated voice line (in each case as specified by TriTech) for maintenance and software support purposes in each physical area where a Server or interface equipment is located. Such facilities and equipment shall be in place and operational prior to Delivery of the items purchased and/or licensed under this Agreement.

8.2 TriTech shall assist Client in meeting its obligations under this section by providing the necessary guidelines and specifications for site preparation.

## 9.0 SERVICES

9.1 TriTech and/or its Subcontractors will provide those services specified in the Statement of Work, which is attached hereto and incorporated herein by reference. Any services desired by Client in addition to those specified in this Agreement or the Statement of Work will be subject to the availability and scheduling of TriTech (or Subcontractor) personnel and to TriTech's (or the Subcontractor's) then-current rates, plus expenses. Prior to performing any of the aforementioned additional services, TriTech will provide a written quotation detailing the associated price to be paid for such services.

9.2 The work to be performed shall include the furnishing of all labor, materials, Equipment, drawings, engineering and services specified in this Agreement or Statement of Work. Nothing herein shall be construed as providing Source Code to any Software.

9.3 TriTech shall appoint a competent TriTech Project Manager to act as its representative and single point of contact, and to monitor its employees and Subcontractors in the Delivery and Installation of the Subsystems provided under this Agreement. TriTech's Project Manager will coordinate and meet with the Client Project Manager as may be reasonably required to discuss any operational issues or the status of the Project. TriTech shall not change TriTech Project Managers without Client's prior written approval, which approval shall not be unreasonably withheld or delayed. In the event of unforeseen circumstances such as, but not limited to, termination, illness, or death, TriTech may appoint a replacement TriTech Project Manager of equivalent skill level, and shall notify Client with as much written notice as is reasonably possible.

9.4 Travel costs incurred by TriTech in connection with services rendered under this Agreement shall be paid by Client, payable upon receipt of TriTech's invoice for such costs. Travel costs submitted for reimbursement will be actual costs, plus a five percent (5%) administrative fee.

## 10.0 SYSTEM AND SUBSYSTEM TESTING

10.1 System and Subsystem testing, if applicable, is defined in the attached Statement of Work.

## 11.0 CONFIDENTIALITY AND PROPRIETARY RIGHTS

11.1 The copyright to the Software and Documentation (including without limitation the Subsystem Software and Documentation) is owned by the Vendor thereof. Said software and documentation is licensed, not sold. Nothing in this Agreement shall be construed as conveying title in the Software or Documentation to Client.

11.2 Provided that Client's confidential business information and confidential data is marked with the legend "CONFIDENTIAL INFORMATION", "PROPRIETARY INFORMATION", or a substantially similar legend, TriTech agrees to maintain Client's confidential business information and confidential data, including patient identifying data, to which TriTech gains access in confidence and to not disclose such information except as

required to perform hereunder or as required by law. If such confidential or proprietary information is disclosed to TriTech orally, Client shall, within five (5) business days of the disclosure, document the disclosure in writing, which writing shall be marked with the above-described legend. Notwithstanding the above, the applicable Vendor shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired as a result of or in connection with this Agreement to make modifications and enhancements to Software or Documentation. Client shall acquire no intellectual property ownership rights to Software or Documentation as a result of such use, whether as author, joint author, or otherwise.

11.2.1 TriTech maintains a security program for security 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 Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

11.2.1.1 If required by the Client, 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 Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client’s site, the Client will reimburse TriTech for the cost of TriTech Security Approved Personnel traveling to the Client’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 Client’s Software Support Agreement.

11.3 Client understands and agrees that the Software and Documentation (including without limitation Subsystem Software and Documentation) including, but not limited to, the Source Code, Object Code, the OSDs, IRDs and ATPs, the Statement of Work, the software design, structure and organization, software screens, the user interface and the engineering know-how implemented in the software (collectively “Vendor Proprietary Information”) constitute the valuable properties and trade secrets of the Vendor thereof, embodying substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to the vendor a competitive advantage.

11.3.1 Unless otherwise prohibited by the California Public Records Act or the City of Alameda’s Sunshine Ordinance, the material presented in TriTech’s training courses represents the confidential and proprietary information of TriTech, not intended for public disclosure or disclosure to third parties. Clients may videotape training sessions provided on-site at the Client’s facilities by TriTech staff for the Client’s own internal use only; provided, however, that the TriTech training staff have consented in writing to such videotaping. The Client is responsible for managing access to and copying of any TriTech provided training materials or Client-made videotapes of TriTech training sessions.

11.4 Client 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 unless disclosure is mandated by the California Public Records Act or the City of Alameda's Sunshine Ordinance to not permit any person or entity to obtain access to it except as required for Client's exercise of the license rights granted hereunder.

11.4.1 Without limiting the generality of the foregoing, in the event Source Code is loaded on the Equipment, or other computer system equipment at any Designated Location or any other location in connection with TriTech's performance under this Agreement, or for any other purpose, Client 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 Client's employees, agents or contractors. This provision is intended by the Parties to prohibit, among other things, Client access to Source Code by any person and for any reason.

11.5 Client 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, decompilation, disassembly, other forms of reverse engineering, or other methods now known or later developed.

11.6 Client shall inform TriTech promptly in writing of any actual or suspected unauthorized Use, copying, or disclosure of the Vendor Proprietary Information.

11.7 Client acknowledges that the information contained in Addenda to this Agreement which is marked with the legend "PROPRIETARY DATA" is likewise Vendor Proprietary Information which may not be copied, disclosed, distributed or otherwise disseminated to third parties without the written authorization of TriTech or the concerned Subcontractor. Client shall comply with said legend in all respects and shall promptly inform TriTech of any unauthorized disclosure of such information.

11.8 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, Client 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.

11.9 The obligations specified under the CONFIDENTIALITY AND PROPRIETARY RIGHTS section of this Agreement shall survive the termination or rescission of this Agreement.

## 12.0 LIMITED WARRANTIES

12.1 The TriTech Software provided under this Agreement is provided “as is”, without warranty of any kind. As an existing Client, support for the TriTech Software will begin upon the date of Go Live as further defined in the Software Support Agreement.

12.2 Equipment, System Software and Subcontractor Hardware and Software, and any other items provided under this Agreement and not manufactured by TriTech (collectively “Third Party Items”). Third Party Items are warranted by the manufacturers or Vendors thereof, not by TriTech. TriTech shall pass through to Client any warranties on Third Party Items granted to it. If, during the warranty period for Third Party Items Client determines that they do not perform as warranted, Client shall contact TriTech using the procedures described in the Software Support Agreement. TriTech shall perform Help Desk functions by receiving calls and providing reasonable assistance to Client in determining the causes of the reported problem and in assisting Client in making claims under applicable third party warranties. 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 Client non-proprietary information related to the diagnosis such as error messages, database trace information and other information that led TriTech to diagnose the Third Party Item as the likely cause and which may aid the Client in seeking a resolution from the applicable manufacturer or Vendor. For issues involving Windows O/S software (Microsoft) that generally affect the operation of the TriTech Software and are not caused by a Client specific installation or configuration of the O/S, TriTech will work with Microsoft to coordinate the resolution.

12.2.1 Notice: The design of keyboards, computer desks, chairs and other items in the workplace (“ergonomic characteristics”) affect the comfort, efficiency and safety of such items with respect to people who use them. Such ergonomic characteristics are determined by the manufacturer of such items, and the manner of their use in the workplace. To the extent allowed by law, TriTech disclaims all warranties, express or implied, with respect to the ergonomic characteristics of said items. Client shall adopt and regularly practice generally accepted workplace safety practices to promote safety and prevent injury from the use of such items and shall hold TriTech harmless from and against all claims, actions or proceedings related to the ergonomic characteristics of such items and injuries related to or caused therefrom.

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

## 13.0 MAINTENANCE AND SOFTWARE SUPPORT

13.1 The TriTech Software. Annual Software Support shall begin upon the date of first Go Live for the TriTech Software and end twelve (12) months thereafter, under the terms of the Software Support Agreement to be entered into between the Client and TriTech coincident with this Agreement. On or before expiration of the then current support term, and at each annual anniversary thereof, TriTech shall provide to Client a Software Support Renewal Agreement for signature and payment of the then-current Software Support fees. TriTech reserves the right to change the terms and conditions for Software Support at the time of renewal by written notice to

Client. The rendering by TriTech of Software Support for the coming year shall be subject to Client executing the Software Support Renewal Agreement and paying the applicable Software Support fee(s).

13.1.1 If Client fails to keep an annual Software Support Agreement for the TriTech Software in effect, any later resumption of annual Software Support services by TriTech shall be subject to payment by Client of all past unpaid annual Software Support fees in addition to the Software Support fee for the current support year. Client acknowledges and agrees that the preceding clause is reasonable in light of the fact that the expenses incurred and resources devoted by TriTech to further development, enhancement and support of the TriTech Software must be spread over TriTech's customer base and fairly shared by all TriTech Software users.

13.1.2 Notwithstanding anything to the contrary herein, Software Support for the TriTech Software shall be subject to and conditional on Client's implementation and use of a version of the TriTech Software that is the most current production version thereof made available to Client. If Client does not implement the most current production version when it is made available, TriTech shall only be obligated to provide Software Support for Client's version of the TriTech Software for a period of twelve (12) months thereafter.

13.1.3 Unless listed as a line item in Addendum A-3, TriTech Software Support shall not include design, engineering, programming, testing, implementation or other services rendered necessary by changes in Equipment, System Software or Subcontractor Hardware or Software ("Third Party Changes"). Any such services shall be subject to additional charges by TriTech and the mutual written agreement of the Parties as to the terms and conditions under which such services are rendered. Absent such agreement, TriTech shall be under no obligation, express or implied, with respect to Third Party Changes or modifications to the TriTech Software resulting therefrom.

13.2 IQ Subscription Services. Support terms for the IQ subscription services are set forth in the IQ Subscription Service Use & License Agreement provided at Addendum E, if applicable.

13.3 System Software. Maintenance and support for System Software sold or licensed hereunder shall be subject to and provided in accordance with any maintenance agreements between Client and the supplier thereof, or other third party maintenance providers. If Client determines that an item of System Software provided under this Agreement does not perform as provided in the applicable specifications, Client may, provided that a current Software Support Agreement with TriTech is in force, contact TriTech using the procedures described in the Software Support Agreement. TriTech shall thereupon provide Help Desk services to Client with respect to the reported problem. For issues involving Windows O/S software (Microsoft) that generally affects the operation of the TriTech Software and is not caused by a Client 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, other than as stated above. Client is responsible for maintaining licensing, including updates for System Software.

13.4 Subcontractor Hardware and Software. The initial twelve (12) month maintenance and support period for those Vendors identified in Addendum A-6 will be provided to Client by the respective vendors as Subcontractors to TriTech. Client shall contact TriTech in accordance with the procedures in the Software Support Agreement to report any errors or defects detected with respect to such items. TriTech shall assist Client in determining the nature of the problem, and will contact the appropriate Vendor for resolution. TriTech will follow-up with the Vendor, and maintain contact with both the Vendor and Client to coordinate problem resolution within a commercially reasonable time. Support and maintenance will be provided in accordance with the respective Vendor's support and maintenance agreements, attached hereto at Addendum C. At the conclusion of such initial annual maintenance and support period, annual maintenance and support shall be subject to and provided in accordance with any maintenance agreements between Client and the respective Vendors. TriTech shall not be a party to such maintenance and support agreements. Thereafter, provided that Client maintains in force an annual TriTech Software Support Agreement, Client may contact TriTech in accordance with the Software Support Agreement, and TriTech shall provide Help Desk services to Client with respect to the reported problem.

13.5 Equipment. Maintenance and support for all other Equipment sold hereunder is not included under this Agreement. However, since proper computer equipment maintenance is required for proper system operation, Client agrees to acquire and keep in force computer and peripheral equipment maintenance agreements for the equipment used to operate the TriTech Software or to provide such maintenance in-house with qualified personnel. If Client determines that an item of Equipment provided under this Agreement does not perform as provided in the applicable specifications, Client may, provided that a current Software Support Agreement with TriTech is in force, contact TriTech using the procedures described in the Software Support Agreement. TriTech shall thereupon provide Help Desk services to Client with respect to the reported problem. 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.

13.6 If, at any time after installation of the System, Client 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 the Software Support Agreement 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 Client's needs or expectations.** Client agrees that if the loading of such third party software degrades the performance of the System, Client shall immediately uninstall such software. Client 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 Agreement, including but not limited to any liabilities for damages related thereto in connection with the installation of such third party software.

#### 14.0 INTENTIONALLY OMITTED

## 15.0 DEFAULT AND TERMINATION

15.1 TriTech may terminate this Agreement and the TriTech Software licenses granted herein at any time if (i) Client fails to comply with any material term or condition of this Agreement unless (a) in the case of failure to pay monies due to TriTech, Client cures such failure within fifteen (15) days after written notice of such failure by TriTech or (b) in other cases, Client cures such failure(s) within thirty (30) days of such notice or in the case of failures not reasonably susceptible to cure within thirty (30) days, Client commences action to cure such failure within such period and continues such action with due diligence until the failure is cured, or (ii) Client's normal business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination. Such termination shall not affect TriTech's right to receive and retain the Contract Price and other fees, charges and expenses earned hereunder.

15.1.1 In the event of termination in accordance with paragraph 15.1 above, TriTech's subcontractors providing software licenses hereunder may also terminate such licenses granted to Client with respect to this Agreement.

15.2 Client may terminate this Agreement if (i) TriTech (or a Subcontractor) fails to comply with any material term or condition of this Agreement unless (a) TriTech (or the applicable Subcontractor) cures such failure within thirty (30) days after written notice thereof from Client or (b) in the case of failures not reasonably susceptible to cure within thirty (30) days, TriTech (or the applicable Subcontractor) commences action to cure such failure within such period and continues such action with due diligence until the failure is cured, or (ii) TriTech's normal business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination and no successor or assignee is appointed who is ready, willing and able to assume and perform TriTech's executory obligations under this Agreement.

15.3 Termination Without Cause. In the event that Client desires to terminate this Agreement without cause, Client shall provide thirty (30) days prior written notice to TriTech. In such event TriTech shall be paid for all fees and expenses earned under this Agreement up to the date of such termination. Any resumption of the Project shall be subject to negotiation of a new Agreement.

15.4 Upon termination, Client shall permanently remove and destroy all copies of the Software from its computer system, media, or other locations, destroy all copies of the Documentation and associated materials and certify to TriTech in writing that Client has performed said actions and has not retained or permitted others to retain any such copies whether on a computer system or Server, hard copy or CD-ROM, magnetic or other media, backup or archival copies, or otherwise. Client shall perform these same procedures for removal and destruction of System Software and Subcontractor Software, and the associated Documentation, and so notify TriTech.

## 16.0 LIABILITY

16.1 TriTech shall indemnify, defend, save, and hold Client, its City Council, boards,

commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to TriTech's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the TriTech, TriTech shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of TriTech. However, TriTech shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees. 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 Client, or its 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.

16.2 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 or (ii) 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.

16.3 Except for actions for copyright, trade secret, or trademark infringement, no arbitration, action or proceeding arising out of any claimed breach of this Agreement or transaction may be brought by either Party more than four (4) years after the cause of action has accrued.

16.4 Client shall indemnify and hold TriTech harmless from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising from a wrongful or negligent act, error or omission of Client's or, its employees, agents, contractors, or any subcontractor's as a result of the use or misuse of the TriTech Software.

**16.5 IN NO EVENT SHALL EITHER PARTY OR ITS SUBCONTRACTORS OR SUPPLIERS 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.**

## 17.0 INSURANCE

a. On or before the commencement of the terms of this Agreement, TriTech shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 17A, B, C and D. Such certificates, which do not limit TriTech's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that TriTech shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

TriTech shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:                   \$1,000,000 each occurrence  
  \$2,000,000 aggregate - all other

Property Damage:               \$1,000,000 each occurrence  
  \$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:                   \$1,000,000 each occurrence  
Property Damage:               \$1,000,000 each occurrence

or

Combined Single Limit:       \$2,000,000 each occurrence

B. SUBROGATION WAIVER:

TriTech agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, TriTech shall look solely to its insurance for recovery. TriTech hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either TriTech or City with respect

to the services of TriTech herein, a waiver of any right to subrogation which any such insurer of said TriTech may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If TriTech at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the TriTech's name or as an agent of the TriTech and shall be compensated by the TriTech for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect TriTech. TriTech is advised to consult TriTech's insurance broker to determine adequate coverage for TriTech.

## 18.0 CONFLICT OF INTEREST

18.1 TriTech warrants that it is not a conflict of interest for TriTech to perform the services required by this Agreement. TriTech may be required to fill out a conflict of interest form if the services provided under this Agreement requires TriTech to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

## 19.0 PROHIBITION AGAINST TRANSFERS

19.1 Subject to the conditions below, TriTech shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager; however, TriTech may assign this Agreement without the prior written consent of the City Manager to an entity ready, willing and able to perform TriTech's executory obligations hereunder, upon the express written assumption of the obligations hereunder by the assignee. For all assignments requiring Client's prior written approval, TriTech shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no



right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by TriTech to a bank, trust company or other financial institution without prior written consent.

19.2 The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of TriTech, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if TriTech is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of TriTech, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

## 20.0 APPROVAL OF SUBCONTRACTORS

20.1 Only those persons and/or businesses who are approved Subcontractors for this project whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, TriTech wishes to use subcontractors, at no additional costs to the City, then TriTech shall submit a written request for consent to add subcontractors including the names of the subcontractors and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

20.2 Each subcontractor shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the TriTech. In addition, any tasks or services performed by subcontractor shall be subject to each provision of this Agreement.

20.3 The requirements in this Section 20 shall not apply to persons who are merely providing materials, supplies, data or information which the TriTech then analyzes and incorporates into its work product.

## 21.0 PERMITS AND LICENSES

21.1 TriTech, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

## 22.0 REPORTS:

22.1 Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by TriTech pursuant to or in connection with this Agreement shall be the exclusive property of City.

22.2 No report, information or other data given to or prepared or assembled by TriTech pursuant to this Agreement shall be made available to any individual or organization by TriTech without prior approval of the City Manager or his/her designee.

22.3 TriTech shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

## 23.0 RECORDS:

23.1 TriTech shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the TriTech's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

23.2 All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. TriTech shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. All costs associated with access to the Records shall be paid by the Client. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by TriTech for a period of three (3) years after receipt of final payment.

23.3 If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then TriTech shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

## 24.0 SAFETY

24.1 The TriTech will be solely and completely responsible for conditions of all vehicles owned or operated by TriTech, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, TriTech will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The TriTech's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

24.2 The TriTech will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The TriTech will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of TriTech's employee(s) involved in the incident; (iii) name and address of TriTech's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

## 25.0 COPYRIGHT & TRADE SECRET INFRINGEMENT

25.1 TriTech will at its expense defend against any claim, action or proceeding by a third party ("Action" herein) for infringement by the TriTech Software of copyright or trade secrets, provided that Client 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 Client the right to continue using the TriTech Software, or (iv) modify or replace the TriTech Software so that it no longer infringes (as long as the functionality and performance described in the Specifications substantially remains following such modification or replacement.) Client may participate in the defense of such Action at its own expense. If TriTech concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Client's use of the TriTech Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, then TriTech will return to Client the TriTech Software license fee(s) paid by Client under this Agreement less a prorated portion of said fee(s) for Client's use of the TriTech Software (calculated by multiplying the ratio of the number of months of actual Use in Live Operations to thirty-six (36) months times the license fees paid) and the licenses granted in this Agreement shall terminate. In addition, in the event such Action results in a money judgment against Client which does not arise, wholly or in part, from the actions or omissions of Client, its officers, directors, employees, contractors, agents, or elected officials, or a third party, TriTech will, subject to Section 16.0 herein, indemnify Client therefrom to the extent indemnification for such judgment is not provided under Client's insurance policies (unless Client is self-insured in which case the preceding clause shall not apply).

25.2 Notwithstanding the above, TriTech shall have no duty under this Section 25.0 with respect to, and Client shall hold TriTech harmless from and against any claim, action or proceeding arising from or related to infringements (i) by System Software, Subcontractor Hardware or Software, or Equipment, (ii) arising out of modifications to the TriTech Software and/or Documentation 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 or Documentation prepared pursuant to specifications or other material furnished by or on behalf of Client. This Section 25 states the entire obligation of TriTech regarding infringement of intellectual property rights, and it will survive the termination of this Agreement.

## 26.0 DISPUTE RESOLUTION

26.1 The Parties desire to first attempt to resolve certain disputes, controversies and

claims arising out of this Agreement or any Addenda hereto before a Party begins litigation. Prior to commencing litigation, at the written request of either Party, the Parties agree to meet onsite at either TriTech's or the Client's location as determined by the Parties, and negotiate in good faith to resolve any dispute arising under this Agreement. Each Party shall be responsible for its associated travel costs. If the above negotiations do not resolve the dispute with sixty (60) days of the initial written request, either Party may take appropriate legal action.

## 27.0 SALES, USE AND PROPERTY TAX

27.1 Unless exempt from such taxes, Client shall be solely responsible for payment or reimbursement to TriTech of all sales, use, value added or similar taxes imposed upon this Agreement by any level of government, whether due at the time of sale or asserted later as a result of audit of the financial records of either Client or TriTech. If exempt, Client shall provide to TriTech written evidence of such exemption. Client shall also pay any personal property taxes levied by government agencies based upon Client's use or possession of the items acquired or licensed in this Agreement.

## 28.0 SEVERABILITY

28.1 If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

## 29.0 FORCE MAJEURE/EXCUSABLE DELAY

29.1 Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in Delivery or performance as a result of war, acts of terrorism, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond its reasonable control), the actions or omissions of the other Party or its officers, directors, employees, agents, contractors or elected officials and/or other similar occurrences beyond the Party's reasonable control ("Excusable Delay" herein). In the event of any such Excusable Delay, Delivery or performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay. The Party affected by an Excusable Delay hereunder, shall provide written notice to the other Party of such delay as soon as reasonably possible.

## 30.0 STANDARD OF CARE

30.1 TriTech agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the Client.

### 31.0 CONSTRUCTION AND HEADINGS

31.1 The division of this Agreement into sections and the use of headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

### 32.0 INDEPENDENT PARTIES

32.1 TriTech hereby declares that TriTech is engaged as an independent business and TriTech agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of TriTech, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of TriTech's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to TriTech, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to TriTech. Payments of the above items, if required, are the responsibility of TriTech.

### 33.0 IMMIGRATION REFORM AND CONTROL ACT (IRCA)

33.1 TriTech assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. TriTech shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by TriTech.

### 34.0 NON-DISCRIMINATION:

34.1 Consistent with Client's policy and state and federal law that harassment and discrimination are unacceptable conduct, TriTech agrees that harassment or discrimination directed toward a job applicant, a Client employee, or a citizen by TriTech or TriTech's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. TriTech agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

### 35.0 WAIVER

35.1 The failure or delay of any Party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either Party to enforce each and every provision.

35.2 No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived

or consented. Any consent by any Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

### 36.0 ENTIRE AGREEMENT

36.1 This Agreement and its Addenda or Amendment(s) represent the entire agreement between the Parties hereto and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written agreements, oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement.

### 37.0 APPLICABLE LAW

37.1 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 laws provisions. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California

### 38.0 NOTICES

38.1 All notices required to be given under this Agreement shall be made in writing by (i) first-class mail, postage prepaid, certified, return receipt, (ii) by regularly scheduled overnight delivery, (iii) by facsimile or e-mail followed immediately by first-class mail, or (iv) by personal delivery, to the address set forth below, or such other address as provided in writing. Such notices shall be deemed given three (3) days after mailing a notice or one (1) day after overnight delivery thereof.

To Client:  
Alameda Police Department  
1555 Oak Street  
Alameda, CA 94501  
Attn: Don Owyang

To TriTech:  
TriTech Software Systems  
9477 Waples Street, Ste. 100  
San Diego, Calif. 92121  
Attn: Contracts

### 39.0 ORDER OF PRECEDENCE

The following documents shall comprise the Agreement between the Parties concerning the subject matter of this Agreement, and in the event of any dispute arising from or related to this Agreement, shall have the following order of precedence:

A. This Agreement and all Addenda and other documents attached to or incorporated by reference herein. In the event of a conflict between this Agreement and an Addendum, this body of this Agreement shall take precedence;

B. The applicable Client approved OSDs, IRDs and ATPs.

#### 40.0 GENERAL TERMS

40.1 This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto, but nothing in this paragraph shall be construed as a consent to any assignment of this Agreement by either Party except as provided in the PROHIBITION AGAINST TRANSFERS section of this Agreement.

40.2 This Agreement shall not become a binding contract until signed by an authorized officer of each Party, and it is effective as of the date so signed.

40.3 This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

40.4 The provisions contained herein shall not be construed in favor of or against either Party because that Party or its counsel drafted this Agreement, but shall be construed as if all Parties prepared this Agreement.

40.5 Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders.

40.6 A facsimile of this Agreement, its exhibits and amendments, and notices and documents prepared under this Agreement, generated by a facsimile machine (as well as a photocopy thereof) shall be treated as an original.

40.7 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.

**EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.**

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

TRITECH SOFTWARE SYSTEMS  
A California corporation

CITY OF ALAMEDA  
A Municipal Corporation

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NAME: Tony Eales  
TITLE: Chief Executive Officer

---

Jill Keimach  
City Manager

RECOMMENDED FOR APPROVAL

---

NAME: Blake Clark  
TITLE: Chief Financial Officer

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Paul Rolleri  
Chief of Police

APPROVED AS TO FORM:  
City Attorney

---

Alan M. Cohen  
Assistant City Attorney



## ADDENDUM A

### PROPRIETARY INFORMATION<sup>1</sup>

#### SUMMARY OF CONTENTS

<u>Addendum No.</u>	<u>Description</u>
A-1	Statement of Work, with attached Subcontractor Statements of Work which are incorporated herein by reference
A-2	Number of TriTech Software Licenses, Installation and Shipping Instructions
A-3	TriTech Services, Support and Maintenance Fees, and Miscellaneous
A-4	Equipment
A-5	System Software
A-6	Subcontractor Software, Hardware and Services, if applicable
A-7	Payment Terms
A-8	Contract Price Summary
A-9	System Planning Document

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<sup>1</sup> THESE ADDENDA CONTAIN TRADE SECRET AND OTHER PROPRIETARY INFORMATION OF TRITECH SOFTWARE SYSTEMS. THE INFORMATION CONTAINED HEREIN SHALL NOT BE COPIED OR DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSE NOT DIRECTLY RELATED TO PERFORMANCE OF THIS AGREEMENT WITHOUT THE WRITTEN CONSENT OF AN OFFICER OF TRITECH SOFTWARE SYSTEMS.

**ADDENDUM A-1**

**PROPRIETARY INFORMATION**<sup>1</sup>

STATEMENT OF WORK

**(Attached)**

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**ADDENDUM A-2**

**PROPRIETARY INFORMATION<sup>1</sup>**

NUMBER OF TRITECH SOFTWARE LICENSES,  
INSTALLATION AND SHIPPING INSTRUCTIONS

**TriTech Software License Fee(s)**

Inform CAD Software License Fee(s)	Unit Price	Qty	Total Price
Inform CAD Browser (A - 1-40 Concurrent Users)		1	
Inform CAD Mapping		5	
Inform CAD Mapping Test or Training		1	
Inform CAD Position		5	
Inform CAD Routing Server		1	
Inform CAD Server Software (A - 1-5 Positions)		1	
Inform CAD Test or Training System		1	
Inform CAD the Archive Server Software		1	
Inform CAD The GISLink Utility Position		1	
NCIC/State Message Switch Software - Inform CAD/Inform Mobile/Inform RMS/Inform Jail		1	
NCIC/State Query Position for Inform CAD		5	
Standard Alpha Numeric Paging Interface		1	
Standard ANI/ALI Interface		1	

*Inform CAD Software License Fee(s) Subtotal: \$158,700.00*

Inform RMS Software License Fee(s)	Unit Price	Qty	Total Price
Inform FBR User		23	
Inform RMS Accident		1	
Inform RMS Barcode Handheld Reader Software		1	
Inform RMS Evidence and Barcoding		1	
Inform RMS GIS (With CAD)		1	
Inform RMS Server Software (A - 1-50 Users)		1	
Inform RMS Test or Training System		1	
Inform RMS User		20	
NCIC/State Software Inform RMS Concurrent User		20	

*Inform RMS Software License Fee(s) Subtotal: \$129,963.00*

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ADDENDUM A-2 (Continued)

**PROPRIETARY INFORMATION<sup>1</sup>**

<b>Inform Mobile Software License Fee(s)</b>	<b>Unit Price</b>	<b>Qty</b>	<b>Total Price</b>
Inform Mobile Base Position with CJIS/NCIC Forms		23	
Inform Mobile Mapping		23	
Inform Mobile Server Software (A - 1-40 Positions)		1	
<i>Inform Mobile Software License Fee(s) Subtotal:</i>			<i>\$42,600.00</i>

**TriTech Software License Fee(s) Total:** \$331,263.00

**INSTALLATION AT DESIGNATED LOCATION AND SHIPPING INSTRUCTIONS**

Deliver To:

[Name]  
[Address]  
[Address]  
[Address]

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**ADDENDUM A-3**

**PROPRIETARY INFORMATION<sup>1</sup>**

**TRITECH SERVICES, SUPPORT AND MAINTENANCE FEES  
AND MISCELLANEOUS**

***TriTech Implementation Service Fee(s)***

<b>CAD Implementation Service Fee(s)</b>	<b>Unit Price</b>	<b>Qty</b>	<b>Total Price</b>
Base Inform CAD Production System Installation (Includes Database Server, Web Server, Comm Server, 1 instance of Browser, up to 5 CAD workstations, Unit Swap, NetClock and Archive and Reporting Server)		1	
Inform CAD System Administration Training Course (Per student - 4-5 days at TriTech)		1	
Inform CAD Test/Training Server Configuration (Includes Inform CAD Server and Unit Swap)		1	
Inform CAD User Training Course (Per class - 4-day class up to 10 students)		2	
Onsite Go Live Support Services for Inform CAD and Inform Mobile (1 person - 2 days, 24 hour coverage)		2	

*Inform CAD Implementation Service Fee(s) Subtotal: \$42,950.00*

<b>RMS Implementation Service Fee(s)</b>	<b>Unit Price</b>	<b>Qty</b>	<b>Total Price</b>
Inform RMS 3-Day Workshop and Consultation		2	
Inform RMS Position Installation (up to 5 workstations)		1	
Inform RMS Server Installation and Configuration		2	
Onsite Go Live Support Services for Inform RMS (2 persons, 2 days, single shift)		1	
Remote Implementation Services for Inform RMS GIS		1	

*Inform RMS Implementation Service Fee(s) Subtotal: \$42,050.00*

<b>Mobile Implementation Service Fee(s)</b>	<b>Unit Price</b>	<b>Qty</b>	<b>Total Price</b>
Base Inform Mobile Production Server Installation (per Server, Includes installation of Mobile Server, 2 interfaces and 5 position installations)	\$7,000.00	1	\$7,000.00

*Inform Mobile Implementation Service Fee(s) Subtotal: \$7,000.00*

**TriTech Implementation Service Fee(s) Total: \$92,000.00**

***Custom Solution(s)***

<b>Product Name</b>	<b>Unit Price</b>	<b>Qty</b>	<b>Total Price</b>
Crossroads Citation Import	\$19,500.00	1	\$19,500.00

**Custom Solution(s) Total: \$19,500.00**

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**ADDENDUM A-3 (CONTINUED)**

**PROPRIETARY INFORMATION<sup>1</sup>**

**Project Related Fee(s)**

Product Name	Unit Price	Qty	Total Price
Project Management		1	
Estimated Travel Expenses (To be billed as incurred)		1	
ePolice Interface		1	
GISLink Training Course (3 days Onsite)		1	
Inform CAD Configuration and Administration Workshop (4 day at client site)		1	
Inform CAD historical Data Conversion (up to 12 months of prior incidents, permises and caution notes) - based on TriTech's standard schema		1	
Inform CAD Validation and Readiness Workshop (4 day at client site)		1	
Inform Mobile Administration Training Course (Per class -4 hours up to 3 students)		1	
Inform Mobile Onsite Configuration Workshop 2 days onsite		1	
Inform Mobile Train-The-Trainer (Per class - 4 hours up to 8 students)		1	
Inform RMS 4 -Day Configuration and Administration Workshop		1	
Inform RMS 4 -Day Template and Workflow review		1	
Inform RMS 4 -Day Validation and Readiness Workshop		1	
Inform RMS Output Designer Workshop (3 Days)		1	
Inform RMS User Training - Field Officers (2 Days)		2	
Inform RMS User Training - Investigations (2 Days)		1	
Inform RMS User Training - Property & Evidence (2 Days)		1	
Inform RMS User Training - User Training Civil & Warrants (2 Days)		1	
Initial CAD Configuration and Setup (up to 16 hours)		1	
Initial GIS Analysis and Configuration for CAD and Mobile, and up to 4 hours of remote consultation services		1	
Report Writing Class (3 days)		1	
RMS Data Conversion		1	
System Integration Fee		1	
TriTech Migration Credit		1	
Two (2) Hour Remote Configuration and Consultation session		5	
Two (2) Hour Remote Configuration and Consultation session		3	

**Project Related Fee(s) Total:                   \$112,676.51**

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**ADDENDUM A-3 (CONTINUED)**

**PROPRIETARY INFORMATION<sup>1</sup>**

**Annual Support Fee(s) (Year 1)**

<b>Product Name</b>	<b>Support Level</b>
Crossroads Citation Import	8 x 5
ePolice Interface	8 x 5
Inform CAD Browser (A - 1-40 Concurrent Users)	24 x 7
Inform CAD Mapping	24 x 7
Inform CAD Mapping Test or Training	24 x 7
Inform CAD Position	24 x 7
Inform CAD Routing Server	24 x 7
Inform CAD Server Software (A - 1-5 Positions)	24 x 7
Inform CAD Test or Training System Maintenance (A - 1-5 Users)	8 x 5
Inform CAD the Archive Server Software	24 x 7
Inform CAD The GISLink Utility Position	24 x 7
Inform FBR User	8 x 5
Inform Mobile Base Position with CJIS/NCIC Forms	24 x 7
Inform Mobile Mapping	24 x 7
Inform Mobile Server Software (A - 1-40 Positions)	24 x 7
Inform RMS Accident	8 x 5
Inform RMS Barcode Handheld Reader Software	8 x 5
Inform RMS Evidence and Barcoding	8 x 5
Inform RMS Server Software (A - 1-50 Users)	8 x 5
Inform RMS Test or Training System Maintenance	8 x 5
Inform RMS User	8 x 5
NCIC/State Message Switch Software - Inform CAD/Inform Mobile/Inform RMS/Inform Jail	24 x 7
NCIC/State Query Position for Inform CAD	24 x 7
NCIC/State Software Inform RMS Concurrent User	8 x 5
Standard Alpha Numeric Paging Interface	24 x 7
Standard ANI/ALI Interface	24 x 7

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**Annual Support Fee(s) (Year 1) Total (Based on Client's current Tiburon Support fees):      \$121,844.10**

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**ADDENDUM A-3 (CONTINUED)**

**PROPRIETARY INFORMATION<sup>1</sup>**

***Optional Items – prices quoted below are valid for six (6) months after contract signature***

<b>Product Name</b>	<b>Unit Price</b>	<b>Qty</b>	<b>Total Price</b>
Inform RMS Intelligence, Internal Affairs and Narcotics		1	
IQ 1/2 Day Admin Training (Remote)		1	
IQ 1/2 Day End User Training (Remote)		1	
IQ Analytics 1 Day Dashboard End User Training (Remote)		1	
IQ Analytics 1/2 Day Reporting End User Training (Remote)		1	
IQ Analytics 5 Concurrent User Bundle One Year Subscription		1	
IQ Analytics Set Up Services (Remote)		1	
IQ Search (C - 41-250 Concurrent Users) One Year Subscription		1	
IQ Setup and Conversion Services (Up to 5 years for TT Products)		1	
Query Builder		1	

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## **ADDENDUM A-4**

### **PROPRIETARY INFORMATION<sup>1</sup>**

#### **EQUIPMENT**

None. Client will be providing Equipment. All Client provided Equipment must meet TriTech's minimum recommended specifications.

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**ADDENDUM A-5**

**PROPRIETARY INFORMATION<sup>1</sup>**

**SYSTEM SOFTWARE**

None. Client will be providing all System Software. Client provided System Software must meet TriTech's minimum requirements.

NOTE: Additional Client responsibilities regarding licensing requirements for System Software for continued maintenance, including system expansion, are provided in the System Planning

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**ADDENDUM A-6**

**PROPRIETARY INFORMATION<sup>1</sup>**

**SUBCONTRACTOR SOFTWARE, HARDWARE AND SERVICES**

Not applicable to this Project.

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**ADDENDUM A-7**

**PROPRIETARY INFORMATION<sup>1</sup>**

**PAYMENT TERMS**

Payment Milestones

20%	Due at Contract Signature	\$101,727.90
20%	Due at Installation	\$101,727.90
20%	Due at Completion of Functional Testing	\$101,727.90
	Due at Completion of Pre-Go Live End User	
20%	Training	\$101,727.90
20%	Due at Go Live	\$101,727.90
	Estimated Travel - billed as incurred	\$46,800.00
	Project Implementation Total	\$555,439.51
100%	Annual Software Support Fees Due at Go Live	\$121,844.10
	Project Total	\$677,283.61

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**ADDENDUM A-8**

**PROPRIETARY INFORMATION**<sup>1</sup>

**CONTRACT PRICE SUMMARY**<sup>2</sup>

Inform CAD	\$158,700.00
Inform Mobile	\$42,600.00
Inform RMS	\$129,963.00
Inform CAD Implementation Services	\$42,950.00
Inform Mobile Implementation Services	\$7,000.00
Inform RMS Implementation Services	\$42,050.00
Custom Solutions (Crossroads Citation Import)	\$19,500.00
Project Related Fees (includes migration credit)	\$112,676.51
Annual Maintenance Fees	\$121,844.10
Project Total	\$677,283.61

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<sup>2</sup> **Shipping costs, travel costs and any applicable sales, use value added or similar taxes shall be paid by Client. Unless such costs or taxes are listed as a line item herein, they shall be invoiced separately, payable on receipt of the invoice therefor.**

**ADDENDUM A-9**

**PROPRIETARY INFORMATION**<sup>1</sup>

SYSTEM PLANNING DOCUMENT

(ATTACHED)

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<sup>1</sup> THESE ADDENDA CONTAIN TRADE SECRET AND OTHER PROPRIETARY INFORMATION OF TRITECH SOFTWARE SYSTEMS. THE INFORMATION CONTAINED HEREIN SHALL NOT BE COPIED OR DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSE NOT DIRECTLY RELATED TO PERFORMANCE OF THIS AGREEMENT WITHOUT THE WRITTEN CONSENT OF AN OFFICER OF TRITECH SOFTWARE SYSTEMS.

## **ADDENDUM B**

### **TRITECH MASTER PREFERRED SOURCE CODE ESCROW AGREEMENT**

Not applicable to this Project.

## **ADDENDUM C**

### **SUBCONTRACTOR WARRANTY, SUPPORT AND MAINTENANCE AGREEMENTS**

Not applicable to this Project.



## **ADDENDUM D**

### **SUBCONTRACTOR LICENSE AGREEMENTS**

Not applicable to this Project.

## **ADDENDUM E**

### **IQ SUBSCRIPTION SERVICE USE & LICENSE AGREEMENT**

Not applicable to this Project.