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SYSTEM PURCHASE AGREEMENT

TRITECH SOFTWARE SYSTEMS

FOR

THE CITY OF APACHE JUNCTION

SYSTEM PURCHASE AGREEMENT

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SYSTEM PURCHASE AGREEMENT

Client:	The City of Apache Junction Apache Junction Police Department
Address:	1001 N. Idaho Rd.
City, State, Zip:	Apache Junction, AZ 85119
Phone, Fax:	480.474.5461
Contact Name:	Captain Arnold Freeman

This Agreement, is made by and between TriTech Software Systems, a California corporation, referred to as "TriTech", with offices at 9477 Waples Street, Ste. 100, San Diego, California 92121, and the City of Apache Junction, an Arizona municipal corporation, 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:

RECITALS

A. Client and TriTech (as successor in interest to VisionAIR) entered into a Software License Agreement dated June 28, 1999 for the license and implementation of certain Vision software applications. Client desires to upgrade and replace the Vision applications as defined in this Agreement.

B. This Agreement is for the purchase or license of an integrated Computer System (the "System") consisting of a Computer-Aided Dispatch System (Inform CAD) and any additional applications set forth in Addenda A-2 to A-6, including applicable Interfaces, software, equipment and services (the "Project") as more fully described in this Agreement and the Addenda hereto.

AGREEMENT

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

1.0 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
(k)	Addendum B	Subcontractor Warranty, Support and Maintenance Agreements, if applicable
(l)	Addendum C	Subcontractor License Agreements, if applicable
(n)	Addendum D	IQ Subscription Service License & Use Agreement (if applicable)
(o)	Addendum E	Initial Draft Project Schedule

2.0 DEFINITIONS

2.1 "Archive Server" or "Reporting Server" means a Server or other storage unit on which Client's data resides for archival purposes.

2.2 "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.

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

2.4 "Deliver" or "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.

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

2.6 "Disaster Recovery Computer System" means a server operating in a standby mode used to maintain a duplicate copy of the program and data contained in the Production Computer System.

2.7 "Documentation" means the then-current standard user manuals or other related instructional and/or reference materials, provided by TriTech or other Software Vendors from time to time, including on-line help information, online documentation updates, and Release Notes issued in connection with Updates.

2.8 "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 substantially meet the requirements of the Specifications and this Agreement. Equipment (Addendum A-4) does not include hardware supplied by Subcontractors (Addendum A-6).)

2.9 "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.

2.10 "Help Desk" means the TriTech telephonic support services provided as described in the applicable Software Support Agreement.

2.11 "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).

2.12 "Interface", collectively or individually, means the interface software described in Addendum A-2.

2.13 Live Operations" means use of a Subsystem in a live operational environment, whether or not any Interfaces or applicable Modifications are included in such use.

2.14 "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.

2.15 “Normal TriTech Customer Service Hours” means the standard hours during which TriTech’s Customer Service staff is available to provide Software Support (7:30 a.m. to 7:30 p.m. Central, Monday through Friday, excluding TriTech holidays).

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

2.17 “Production System” means the primary computer system for live operations of the TriTech Software.

2.18 “Project Schedule” means the schedule set forth in or developed pursuant to the Statement of Work, subject to any permitted changes or modifications.

2.19 “Server” means any and all computers in a local area network that run administrative software which controls access to all or part of the network and its resources and make such resources available to computers acting as workstations on the network, including the Production System and any Disaster Recovery System.

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

2.21 “Software Error” means an error in coding or logic that causes a program not to substantially function as described in the applicable Specifications.

2.22 “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.

2.23 “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, including any permitted renewals of such agreements.

2.24 “Source Code” means the high-level computer instructions for Software used to generate Object Code.

2.25 “Specifications” means: (i) the functional requirements and applicable Functional Test document(s) (“FT”) with respect to each Subsystem; (ii) the Interface Requirements Document (“IRD”), or Interface Functional Configuration Document (“IFCD”) and applicable test document for each Interface, or Operational Scenario Document(s) (“OSD”) for each Custom Interface, or if applicable, Modification; and (iii) the published specifications for the Equipment, which documents are incorporated by reference herein as though set forth in full. The FT, IRD, IFCD and OSD will be in the format provided by TriTech.

2.26 “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.

2.27 “Subcontractor” means one of the entities identified in the Statement of Work as

subcontractors to TriTech, if applicable.

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

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

2.30 “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 applicable Inform core applications, e.g. Inform CAD, Inform Mobile, Inform RMS, are Subsystems under this Agreement).

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

2.32 “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.

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

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

2.35 “Telephone Support” means the service provided by TriTech for access to the TriTech Customer Service Department by telephone as further defined in a Software Support Agreement.

2.36 “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.

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

2.38 “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.

2.39 “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.

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

2.41 "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 will also mean the owner of the intellectual property rights, including copyright, to the software.

2.42 "Warranty Period" means the period starting at first Go Live for any Subsystem using the TriTech Software and ending one (1) year thereafter.

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

3.0 PRICES AND PAYMENT

3.1 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 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.

3.1.1 For each payment milestone identified in Addendum A-7, TriTech's Project Manager will provide the Client with a TCR. TriTech may invoice the payment milestone upon Client's signature of the TCR or expiration of the period for signature as provided in the Statement of Work or a TCR.

3.1.2 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.

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

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

3.2.1 In the event that Client is in arrears on payment of any undisputed amounts 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.

4.0 SOFTWARE LICENSES

4.1 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:

4.1.1 The TriTech Software: A perpetual (unless terminated as provided herein), 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 applicable environment (e.g., Production, Test, Training, or Disaster Recovery System) and in the quantity set forth in Addendum A-2. 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 9.0 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. Client shall not Use, copy, rent, lease, sell, sublicense, create derivative works from/of, or transfer any 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 any license fees paid. 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, 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 to provide services for itself and other governmental agencies/entities in the Counties and state of the Designated Location, provided that the Subsystem Software is installed and operated at only one physical location.

4.1.1.1 Each copy of the TriTech Software provided under this license that is identified in Addendum A-2 of this Agreement as a Disaster Recovery license may be used in the event of a failure, malfunction or other out of service condition of its Production System. In the event the Production System fails to operate, live operations may transfer to the Disaster Recovery System until the Production System returns to normal operational mode, provided that Software is not simultaneously operating on both the Production System and Disaster Recovery System.

4.1.1.2 Notwithstanding anything to the contrary in this Section, if Client has purchased the Inform CAD Application Programming Interface ("API") license, Client may use such Software 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.

4.1.2 TriTech IQ Subscriptions: If applicable, the terms and conditions for use of the TriTech IQ Subscription service are set forth in the TriTech IQ Subscription Service Use & License Agreement attached as Addendum D.

4.1.3 Subcontractor Software: Licenses for any Subcontractor Software are set forth in Addendum D.

4.1.4 System Software: The licenses set forth in the applicable Vendor's license agreements that accompany Software are incorporated herein. 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.

4.2 Title to all TriTech Software or Documentation shall remain with TriTech. Title to any third party Software or Documentation shall remain with the applicable Vendor or original licensor.

4.3 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 whatsoever.

4.4 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 is responsible for complying with all applicable export laws or regulations. Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by applicable government agencies is subject to restrictions as set forth in Defense Federal Acquisition Regulations (DFAR) 48 CFR 252.227-7013 or Federal Acquisition Regulations (FAR) 48 CFR 52.227-14, as applicable.

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

4.6 Client may surrender any Software licenses provided in connection with this Agreement at any time by performing the actions described in Section 11.4 of this Agreement, or the applicable license agreement. Such surrender shall not affect TriTech's right to receive and retain the Contract Price or other fees, charges and expenses earned hereunder.

5.0 DELIVERY, INSTALLATION, SERVICES, TITLE TO EQUIPMENT, AND RISK OF LOSS

5.1 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 (22.0) 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.

5.2 As further defined in the Statement of Work, TriTech will appoint a Project Manager who will act as the primary point of contact for TriTech's services for the implementation process in the Project. 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 at TriTech's (or the Subcontractor's) then-current rates as set forth in Addendum A-3, plus expenses for travel related to the provision of such services. Prior to performing any of the aforementioned additional services, TriTech will provide a written quotation detailing the price (or time and materials estimate) for such services. TriTech may 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 Acceptance, should any Subcontractor hereunder be in default (provided such default is not due to any fault or delay of Client or its agents, due to any third party, or due to an event of Force Majeure, TriTech may 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 for any Subcontractor's default exceed the price for such Subcontractor's portion of the Contract Price.

5.3 The Statement of Work will define the implementation process for the Deliverables and services to be provided under this Agreement, including implementation of the Subsystems and Interfaces, testing, training; as well as the responsibilities of both TriTech and the Client for the relevant tasks associated with the Project.

5.4 The Project Schedule will define the timeframe for completion of Project Milestones and the party or parties involved in performing the task, e.g. TriTech, Client, or Subcontractor.

5.5 Title to all Equipment purchased under this Agreement shall not transfer to Client until payment for such Equipment has been remitted to TriTech.

5.6 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.

5.7 Unless provided as a fixed fee, freight costs, or travel costs incurred and invoiced by TriTech in connection with services rendered under this Agreement shall be paid by Client upon receipt of invoice. All travel costs and arrangements will be made in accordance with TriTech's standard travel policy, attached as Addendum F.

6.0 SITE PREPARATION

6.1 Client agrees to provide, in a timely manner and at its own expense, required facilities and equipment specified in the Statement of Work, Addendum A-9 (the System Planning Document), the Documentation, or as otherwise specified by TriTech in writing.

7.0 FUNCTIONAL TESTING AND ACCEPTANCE

7.1 Applicable System and Subsystem testing is defined in the Statement of Work. Acceptance will occur upon Go Live.

8.0 CONFIDENTIALITY AND PROPRIETARY RIGHTS

8.1 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, including but not limited to the Arizona Public Records Act (ARS § 39.121, et seq.). Client will use reasonable efforts to identify or designate information or data as confidential at or within ten (10) business days of disclosure. Notwithstanding the above, the applicable Vendor or original licensor 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 (including without limitation any feedback, suggestions, or other information or materials) 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. Confidential information does not include any information which (a) is generally available to the public or becomes generally known to the public through no act or omission of TriTech or any violation of confidentiality; (b) is disclosed to TriTech by third parties without breach of confidentiality obligations; (c) is already in the lawful or rightful possession of TriTech prior to receipt of the confidential information or (d) is developed independently by TriTech without use of the confidential information.

8.1.1 TriTech maintains a security program for managing access to client data – particularly the Health Insurance Portability and Accountability Act (HIPAA) and Federal Bureau of Investigation Criminal Justice Information Services (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 reasonably required documentation (such as the CJIS Security Addendum Certification form and Virtual Private Network (VPN) documents).

8.1.1.1 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.

8.2 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 FTs, the Statement of Work, the software design,

structure and organization, software screens, the user interface and the engineering know-how implemented in the software, together with any other information identified by TriTech or a Vendor as confidential or proprietary (collectively "Vendor Proprietary Information" or "VPI") 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.

8.2.1 The material presented in TriTech's training courses is VPI and 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 secure access to and copying or distribution of any TriTech provided training materials or Client-made videotapes of TriTech training sessions.

8.3 Client agrees during the term of the license granted under this Agreement, and thereafter, to hold the VPI, including any copies thereof and any documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for Client's exercise of the license rights granted hereunder. Nothing in this Agreement is intended to or shall limit any rights or remedies under applicable law relating to trade secrets, including the Uniform Trade Secrets Act as enacted in applicable jurisdictions.

8.4 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. Client may not access or allow access to Source Code by any person and for any reason.

8.5 Client shall inform TriTech promptly in writing of any actual or suspected unauthorized Use, copying, or disclosure of VPI.

8.6 If any VPI is subject to any Federal or State statutes(s) providing for public access or disclosure of public records, documents or other material, Client shall as allowed by law: (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 VPI. In the event Client is sued as a result of withholding records or information based upon TriTech's assertion of confidentiality, trade secret, etc., TriTech agrees to indemnify the Client and to pay the Client, in full, for the costs of defense of the case, including the costs for the Client's attorney fees and court costs.

8.7 The obligations specified under this Section 9 shall survive any termination or rescission of this Agreement.

9.0 LIMITED WARRANTIES

9.1 The TriTech Software. TriTech warrants that, during the Warranty Period, the TriTech Software will perform in accordance with the Specifications. If, during the Warranty Period, Client determines that a warranty defect exists in the TriTech Software, Client shall notify TriTech during Normal TriTech Customer Service Hours. TriTech shall, at its option, correct the defect, or replace the TriTech Software.

9.1.1 TriTech further warrants and represents that the TriTech Software does not contain any "back door", "time bomb", "Trojan horse", "worm", "drop dead device" or other program routine or hardware device inserted and intended by TriTech to provide a means of unauthorized access to, or a means of disabling or erasing any computer program or data, or otherwise disabling the TriTech Software. (Nothing herein shall be deemed to constitute a warranty against viruses. The provisions of paragraph 10.1.2.5, below, shall constitute the agreement of the Parties with respect to viruses.) Client's sole remedy with respect to the foregoing warranty shall be to receive an Update to the TriTech Software that does not contain any of the above-described routines or devices.

9.1.2 If the TriTech Software is unable to function as warranted due to any one or more of the following factors, additional charges at TriTech's then current rates (as set forth in Addendum A-3) including related travel expenses if onsite support is required, may be imposed by TriTech for actions necessary to correct or work around such factors:

9.1.2.1 Modification of the TriTech Software, System Software or Equipment by Client or a third party.

9.1.2.2 Problems in the TriTech Software caused by the TriTech Software not being used in accordance with the TriTech Documentation, or other instructions provided by TriTech.

9.1.2.3 Software not provided by TriTech, not specified as compatible in the Documentation, or Client not following the procedures for loading third party software on a Workstation or Server as set forth in paragraph 10.6 of this Agreement and further defined in the System Planning Document (Addendum A-9 hereto).

9.1.2.4 Equipment which does not meet the configuration requirements specified in the Documentation, by failure of Client to provide and maintain the site and facility requirements described in Section 7.0 herein, or the use of "clones" (generic "look-alike" equipment) as substitutes for the Equipment listed in Addendum A-4.

9.1.2.5 Computer viruses that have not been introduced into Client's system by TriTech. Client shall maintain up-to-date virus checking software and shall check all software received from TriTech or any other person or entity for viruses before introducing that software into any part of the System including, but not limited to, Workstations or Servers. If desired by Client, TriTech will provide Updates on media rather than direct downloading to facilitate this virus checking. If, despite such check, a virus is introduced by TriTech, TriTech will provide a virus-free copy of the TriTech Software, and will, at its expense, reload said software on

Client's Equipment. Client shall be responsible for reloading its data and, to that end, shall practice reasonable back-up procedures for the System to mitigate the consequences of any virus. TriTech will assist the Client in reloading its data from the City's back-up media.

9.1.2.6 Equipment or software provided by third parties with which the TriTech Software interfaces or operates (including but not limited to system software), including but not limited to problems caused by changes in such equipment or software. If such changes occur which require modifications or other actions with respect to the TriTech Software, such modifications or actions shall (unless identified in the Addendum A-3 as a line item in this Agreement) be subject to the mutual written agreement of the Parties, including but not limited to, additional charges by TriTech at its then current rates for engineering and technical support, as set forth in Addendum A-3.

9.2 Problems in the TriTech Software or transmission of data caused by wireless services, including cell phone carriers, cell phone devices and operating systems, and any personal settings on the devices are not warranted by TriTech, or covered under the terms of this Agreement. Client's use of services provided by wireless service providers or carriers, or transmission of data from cell phone carriers, cell phones and their operating systems, and the security, privacy, or accuracy of any data provided via such services is at Client's sole risk.

9.3 If mapping information is supplied with the TriTech Software, TriTech makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the TriTech Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Client or the mapping database vendor to TriTech.

9.4 Client is responsible for maintaining the required certifications for access to Client's state CJIS system(s), National Crime Information Center (NCIC) and/or other local state, federal and/or other applicable systems.

9.5 Any warranties for the TriTech IQ Subscription Services, if applicable, are only as set forth in the TriTech IQ Subscription Service Use & License Agreement provided at Addendum F.

9.6 Equipment, System Software and Subcontractor Hardware and Software, and any other items or services provided under this Agreement and not manufactured by TriTech (collectively "Third Party Items") are warranted by the manufacturers or Vendors thereof, not by TriTech. TriTech shall pass through to Client all warranties on Third Party Items which TriTech is permitted to pass through to Client. 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.

9.7 EXCEPT AS SPECIFICALLY STATED IN THIS SECTION 9, 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. TRITECH RESELLS AND PASSES THROUGH THIRD PARTY PRODUCTS ON AN "AS IS, WHEN AVAILABLE" BASIS. TRITECH DOES NOT REPRESENT OR WARRANT THAT ANY

TRITECH PRODUCT OR THIRD PARTY ITEMS, INCLUDING HARDWARE, SOFTWARE OR SERVICES, WILL BE FREE FROM ERRORS, DEFECTS OR INFRINGEMENT.

10.0 MAINTENANCE AND SOFTWARE SUPPORT

10.1 The TriTech Software. Software Support shall begin upon the date of first Go Live for any Subsystem and end twelve (12) months thereafter. Software Support is subject to and will be provided in accordance with the terms of the Software Support Agreement to be entered into between the Client and TriTech coincident with this Agreement.

10.2 TriTech IQ Subscription Services. Support terms for the TriTech IQ Subscription Services, if applicable, are set forth in the TriTech IQ Subscription Service Use & License Agreement provided at Addendum F, and shall govern in the event of a conflict between Addendum F and the Software Support Agreement.

10.3 System Software. Client is responsible for maintaining licensing, including updates for System Software.

10.4 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. During this time, 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. During this time; TriTech shall assist Client in determining the nature of the problem, and will contact the appropriate Vendor for resolution; TriTech will use commercially reasonable efforts to follow-up with the Vendor and maintain contact with both the Vendor and Client to coordinate problem resolution. 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, 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 nor shall TriTech have any liability thereunder. 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 only to the extent relating to TriTech Software or determining if the problem is due to any third party or Vendor other than TriTech. If the problem is due to a third party or Vendor other than TriTech, Client is responsible for contacting the Vendor or third party for any further support or maintenance services for the problem. TriTech has no obligations to provide maintenance or support for any non-TriTech Software except as specifically provided in this Section 10.4.

10.5 Equipment. Maintenance and support for all Equipment sold hereunder is not included under this Agreement. However, because 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 as provided in the then-applicable Software Support Agreement. 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.

10.6 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.

11.0 DEFAULT AND TERMINATION

11.1 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 which are curable, but 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.

11.1.1 In the event of termination in accordance with paragraph 12.1 above, TriTech's subcontractors providing software licenses hereunder may also terminate such licenses granted to Client with respect to this Agreement.

11.2 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.

11.3 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.

12.0 LIABILITY

12.1 TriTech shall indemnify, defend, save, and hold Client 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 TriTech, its employees, agents, contractors, or any subcontractor as a result of TriTech's or any subcontractor's performance pursuant to this Agreement; however, TriTech shall not be required to indemnify Client for any claims or actions caused to the extent of the negligence or wrongful act of Client, its employees, agents, or contractors. 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.

12.2 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 lesser of the coverage limits of such insurance or the amount actually paid to TriTech or Client by the applicable insurance carrier for such damage.

12.3 Except for actions for copyright, trade secret, or trademark infringement, no 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.

12.4 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.

13.0 INSURANCE

13.1 Beginning at the start of TriTech's performance under this Agreement, and ending when TriTech is no longer providing to Client annual Software Support, TriTech shall maintain in force a policy of General Liability Insurance with coverage limits of $1,000,000 per occurrence, $2,000,000 aggregate.

13.2 TriTech shall provide a Certificate of Insurance naming Client, its elected officials, appointees, and employees as an additional insured to the above-described policy.

13.3 TriTech shall also maintain Professional Liability Insurance with coverage limits of $5,000,000 each claim; $5,000,000 aggregate.

14.0 COPYRIGHT & TRADE SECRET INFRINGEMENT

14.1 TriTech will at its expense defend against any claim, action or proceeding by a third party ("Action" herein) to the extent due to claimed 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 substantially all the functionality and performance described in the Specifications remains). 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 12.0 herein, indemnify Client therefrom to the extent indemnification for such judgment is not provided under Client's insurance policies.

14.2 Notwithstanding the above, TriTech shall have no duty under this section 14.0 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 14.0 states the entire obligation of TriTech regarding infringement of intellectual property rights, and it will survive the termination of this Agreement.

15.0 DISPUTE RESOLUTION

15.1 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 the Client's location, 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.

16.0 SALES, USE AND PROPERTY TAX

16.1 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.

17.0 SEVERABILITY

17.1 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.

18.0 FORCE MAJEURE/EXCUSABLE DELAY

18.1 Neither Client nor TriTech, as the case may be, shall be considered not to have performed its obligations under this Agreement in the event of enforced delay (an "Enforced Delay") due to causes beyond its control and without its fault or negligence or failure to comply with applicable laws, including, but not restricted to, acts of God, fires, floods, epidemics, pandemics, quarantine, restrictions, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, acts of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or eco-terrorism), nuclear radiation, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain of any governmental body on behalf of any public entity, or a declaration of moratorium or similar hiatus (whether permanent or temporary) by any public entity directly affecting the obligations under this Agreement. In no event will Enforced Delay include any delay resulting from unavailability for any reason of labor shortages, or the unavailability for any reason of particular consultants, subcontractors, vendors or investors desired by TriTech in connection with the obligations under this Agreement. TriTech agrees that TriTech alone will bear all risks of delay caused solely by TriTech which are not Enforced Delay. In the event of the occurrence of any Enforced Delay by either Party, the time or times for performance of the obligations of the Party claiming delay shall be extended as may be

reasonably necessary to compensate for such delay; provided, however, that the Party seeking the benefit of the provisions of this Section shall, within thirty (30) calendar days after such Party knows or should know of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; and provided further that in no event shall a period of Enforced Delay exceed ninety (90) calendar days unless otherwise agreed to in writing by the Parties..

19.0 CONSTRUCTION AND HEADINGS

19.1 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.

20.0 WAIVER

20.1 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.

20.2 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.

21.0 ENTIRE AGREEMENT

21.1 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. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Written and signed amendments shall automatically become part of this Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

22.0 APPLICABLE LAW

22.1 The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any material term or condition in this Agreement, it

is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

23.0 ASSIGNMENT

23.1 Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of TriTech's assets, TriTech may assign this Agreement 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.

24.0 NOTICES

24.1 All notices required to be given under this Agreement shall be made in writing by: (i) first-class mail, postage prepaid, certified, return receipt; or (ii) by regularly scheduled overnight delivery; or (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) business days after mailing a notice or one (1) business day after overnight delivery thereof.

To Client:	To TriTech:
Apache Junction Police Department	TriTech Software Systems
1001 N. Idaho Rd.	9477 Waples Street, Ste. 100
Apache Junction, AZ 95119	San Diego, Calif. 92121
Attn: Captain Arnold Freeman	Attn: Contracts

25.0 CONFLICTS OF INTEREST

25.1 This Agreement is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511.

26.0 PROHIBITION TO CONTRACT WITH CONSULTANTS WHO ENGAGE IN BOYCOTT OF THE STATE OF ISRAEL

26.1 The Parties acknowledge A.R.S. §§ 35-393 through 35-393.03, as amended, which forbids public entities from contracting with consultants who engage in boycotts of the State of Israel. Should TriTech under this Agreement engage in any such boycott against the State of Israel, this Agreement is automatically terminated.

27.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

27.1 TriTech shall comply with all applicable federal and state laws, including the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

27.2 As required by A.R.S. § 41-4401, TriTech hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). TriTech further warrants that after hiring an employee, TriTech will verify the employment eligibility of the employee through the E-Verify program. If TriTech uses any subcontractors in performance of services, TriTech shall require such subcontractors to warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement. TriTech shall not be deemed in material breach of this Agreement if TriTech and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). If state law is amended, the Parties may modify this paragraph consistent with state law.

28.0 ORDER OF PRECEDENCE

28.1 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, IFCDs and FTs.

29.0 GENERAL TERMS

29.1 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 ASSIGNMENT section of this Agreement.

29.2 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.

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

29.4 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.

29.5 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.

29.6 A facsimile or scanned signature copy of this Agreement, its exhibits and amendments, and notices and documents prepared under this Agreement shall be treated as an original in all respects; the Parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability, and shall meet any requirement to provide an original or hard copy.

29.7 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.

29.8 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, business form or other writing shall have any force or effect unless expressly agreed to in writing by the Parties.

Signature Page Follows

CITY OF APACHE JUNCTION, an Arizona municipal corporation

Accepted By (Signature)

Jeff Serdy
Printed Name

Mayor
Title

Date

TRITECH SOFTWARE SYSTEMS, a California corporation

Accepted By (Signature)

Blake Clark
Printed Name

Chief Financial Officer
Title

Date

ATTEST:

Kathleen Connelly, City Clerk

APPROVED AS TO FORM:

R. Joel Stern, City Attorney

State of California)
) ss.
County of San Diego)

The foregoing was subscribed and sworn to me this ___ day of _____, 2017, by Blake Clark, as Chief Financial Officer of TriTech Software Systems, a California corporation.

_____

Notary Public

My Commission Expires:

_____

(seal)

State of Arizona)
) ss.
County of Pinal)

The foregoing was subscribed and sworn to me this ___ day of _____, 2017, by Jeff Serdy, as Mayor of the City of Apache Junction, Arizona, an Arizona municipal corporation.

_____

Notary Public

My Commission Expires:

_____

(seal)

ADDENDUM A

SUMMARY OF CONTENTS

Addendum No.	Description
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

ADDENDUM A-1

STATEMENT OF WORK

(To be Provided as a Deliverable)

ADDENDUM A-2

NUMBER OF TRITECH SOFTWARE LICENSES, INSTALLATION AND SHIPPING INSTRUCTIONS

Inform CAD Software License Fee(s)	Qty	Total Price
Inform CAD Browser (A - 1-40 Concurrent Users)	1	
Inform CAD Mapping	3	
Inform CAD Mapping Test or Training	1	
Inform CAD Position	3	
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 Query Position for Inform CAD	3	
Standard ANI/ALI Interface	1	
TriTech Message Switch	1	
Inform CAD Software License Fee(s) Subtotal:		*$109,000.00*

Inform RMS Software License Fee(s)	Qty	Total Price
Inform FBR User	12	
Inform RMS Reporting Server License	1	
Inform RMS Server Software (A - 1-50 Users)	1	
Inform RMS Test or Training System	1	
Inform RMS User	7	
NCIC/State Software Inform RMS Concurrent User	19	
Inform RMS Software License Fee(s) Subtotal:		*$2,500.00*

ADDENDUM A-2 (continued)

Inform Mobile Software License Fee(s)	Qty	Total Price
Inform Mobile Base Position with CJIS/NCIC Forms	15	
Inform Mobile Mapping	15	
Inform Mobile Mapping Test or Training	1	
Inform Mobile Server Software (A - 1-40 Positions)	1	
Inform Mobile Test or Training System	1	

Inform Mobile Software License Fee(s) Subtotal: *$33,200.00*

TriTech Upgrade Credit: ($-116,000.00)

TriTech Software License Fee(s) Total: ***$28,700.00***

INSTALLATION AT DESIGNATED LOCATION AND SHIPPING INSTRUCTIONS

Apache Junction Police Department
1001 N. Idaho Rd.
Apache Junction, AZ 85119

ADDENDUM A-3

TRITECH SERVICES, SUPPORT AND MAINTENANCE FEES AND MISCELLANEOUS

Inform CAD Implementation Service Fee(s)	Qty	Total Price
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	
GISLink Training Course (3 day Onsite)	1	
Inform CAD Archive Server Configuration	1	
Inform CAD Browser Server Configuration	1	
Inform CAD Configuration and Administration Workshop (4 day at client site)	1	
Inform CAD Data Conversion Services (Caution Notes, Premises and Historical Data Conversion). This includes one year (4 quarters) of historical data from a single source. (Based on TriTech's template)	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	
Inform CAD Validation and Readiness Workshop (4 day at client site)	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	
Onsite Go Live Support Services for Inform CAD and Inform Mobile (1 person/12 hour shift - 2 days, 24 hour coverage)	1	
Routing/GIS Server Implementation	1	
Two (2) Hour Remote Configuration and Consultation session	8	

Inform CAD Implementation Service Fee(s) Subtotal: *$110,050.00*

Inform RMS Implementation Service Fee(s)	Qty	Total Price
Inform RMS - Post Go Live System Optimization and Advanced Configuration workshop (3 days at the customer site)	1	
Inform RMS 4 -Day Configuration and Administration Workshop (Onsite)	1	
Inform RMS 4 -Day Template and Workflow Workshop (Onsite)	1	
Inform RMS 4 -Day Validation and Readiness Workshop (Onsite)	1	
Inform RMS Functional Testing (Onsite) - 3 days	1	
Inform RMS Output Designer Workshop 3 Day	1	
Inform RMS Reporting Server Configuration	1	
Inform RMS Server Installation and Configuration	1	

Inform RMS Implementation Service Fee(s)	Qty	Total Price
Inform RMS User Training - Field Officers (2 Days Onsite)	2	
Inform RMS User Training - Investigations (2 Days Onsite)	1	
Inform RMS User Training - Property and Evidence Training (2 Days Onsite)	1	
Inform RMS User Training - Records (3 days)	1	
Test/Training Inform RMS Server Installation and Configuration	1	
Two (2) Hour Remote Configuration and Consultation session	5	

Inform RMS Implementation Service Fee(s) Subtotal: *$55,300.00*

Inform Mobile Implementation Service Fee(s)	Qty	Total Price
Base Inform Mobile Production Server Installation (per Server, Includes installation of Mobile Server, 2 interfaces and 5 position installations)	1	
Base Inform Mobile Test/Training Server Installation (per Server, Includes 1 Mobile Server and 1 Mobile Interface)	1	
Inform Mobile Administration Training Course (Per class - 1-day up to 3 students)	1	
Inform Mobile Onsite Configuration Workshop (2 Days Onsite)	1	
Inform Mobile Train-The-Trainer (Per class - 1-day up to 8 students) 1 Day	1	
Remote Mobile configuration Workshop and Initial setup	1	

Inform Mobile Implementation Service Fee(s) Subtotal: *$18,000.00*

TriTech Implementation Service Fee(s) Total: ***$183,350.00***

Project Related Fees	Qty	Total Price	
Project Management	1		
Estimated Travel Expenses (To be billed as incurred)	1		$47,150.0

Project Related Fee(s) Total: ***$90,907.00***

Additional (out of scope) Services:

The following hourly rates apply to additional services requested as of the date of signature of this Agreement. Such rates are subject to change:

Project Management	$200/hr
Business Analysis	$175/hr
Training	$175/hr
Engineering	$200/hr

ADDENDUM A-3 (continued)

Annual Software Support Fees – Year 1	Support Level	Total Price
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 Server Software (A - 1-5 Positions)	24 x 7	
Inform CAD Test or Training System Maintenance (A - 1-5 Users)		
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 Mapping Test or Training	24 x 7	
Inform Mobile Server Software (A - 1-40 Positions)	24 x 7	
Inform Mobile Test or Training System Maintenance		
Inform RMS Reporting Server License	8 x 5	
Inform RMS Server Software (A - 1-50 Users)	8 x 5	
Inform RMS User	8 x 5	
NCIC/State Query Position for Inform CAD	24 x 7	
NCIC/State Software Inform RMS Concurrent User	8 x 5	
Standard ANI/ALI Interface	24 x 7	
TriTech Message Switch	24 x 7	

Annual Software Support Fee(s) (Year 1):	*$38,194.20*
Continuous Upgrade Fee(s) (Year 1):	*$8,181.20*
Annual Software Support Fee(s) (Year 1) Total:	***$46,375.40***

*The Software Support fee for the initial term of TriTech annual Software Support for the TriTech Software licenses purchased under this Agreement, beginning at Go Live and ending 12 (twelve) months thereafter, will be paid under this Agreement. Thereafter, annual Software Support fees will be invoiced in accordance with the Software Support Agreement entered into between TriTech and Client coincident with this Agreement.

ADDENDUM A-4

EQUIPMENT

Client will be responsible for providing the equipment for this project. Client provided equipment will meet TriTech's minimum recommended specifications.

ADDENDUM A-5

SYSTEM SOFTWARE

Client will be responsible for providing System Software that meets TriTech's minimum specifications.

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

ADDENDUM A-6

SUBCONTRACTOR SOFTWARE, HARDWARE AND SERVICES

Not applicable to this Project.

ADDENDUM A-7

PAYMENT TERMS

Payment Milestones		
25%	Due at Contract Signature	$63,951.75
25%	Due at Installation of Base Inform CAD Production System	$63,951.75
25%	Due at Completion of Pre-Go Live End User Training	$63,951.75
25%	Due at Inform CAD and Inform Mobile Go Live	$63,951.75
100%	Annual Software Support - Year 1 due at Go Live	$46,375.40
	Estimated Travel - billed as incurred	$47,150.00
	Project Total	$349,332.40

ADDENDUM A-8

CONTRACT PRICE SUMMARY[1]

Inform CAD Software Licenses	$109,000.00
Inform RMS Software Licenses	$2,500.00
Inform Mobile Software Licenses	$33,200.00
Upgrade Credit	-$116,000.00
Inform CAD Implementation Services	$110,050.00
Inform RMS Implementation Services	$55,300.00
Inform Mobile Implementation Services	$18,000.00
Project Related Fees	$90,907.00
Annual Software Support - Year 1	$46,375.40
Project Total	$349,332.40

[1] **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

SYSTEM PLANNING DOCUMENT

To be Provided as a Deliverable

ADDENDUM B

SUBCONTRACTOR WARRANTY, SUPPORT AND MAINTENANCE AGREEMENTS

(Not Applicable)

ADDENDUM C

SUBCONTRACTOR LICENSE AGREEMENTS

(Not Applicable)

ADDENDUM D

IQ SUBSCRIPTION SERVICE USE & LICENSE AGREEMENT
(Not Applicable)

ADDENDUM E – INITIAL DRAFT PROJCT SCHEDULE

ID	WBS	Task Name	Duration	Start	Finish	Predecessors
0	**0**	**Apache Junction**	**209 days?**	**Tue 1/2/18**	**Thu 10/25/18**	
1	**1**	**Phase I- Initiation**	**35 days**	**Tue 1/2/18**	**Tue 2/20/18**	
2	1.1	Pre Contract Milestones and Deliverables	20 days	Tue 1/2/18	Mon 1/29/18	
3	1.2	Finalize SOW	10 days	Tue 1/30/18	Mon 2/12/18	2
4	1.3	Draft Project Schedule	5 days	Tue 1/30/18	Mon 2/5/18	3SS
5	1.4	Finalize Contract	5 days	Tue 2/6/18	Mon 2/12/18	2,3FF
6	1.5	Perform TriTech Internal Initiation activities	5 days	Tue 2/13/18	Tue 2/20/18	5
7	1.6	Phase I (Initiation) Complete	0 days	Tue 2/20/18	Tue 2/20/18	2,5,6,3,4
8	**2**	**Phase II- Planning**	**10 days**	**Wed 2/28/18**	**Tue 3/13/18**	
9	2.1	Conduct a Project Kick-off (Remote)	1 day	Wed 2/28/18	Wed 2/28/18	7FS+5 days
10	2.2	Baseline Project Schedule	5 days	Wed 3/7/18	Tue 3/13/18	9FS+4 days
11	2.3	Phase II (Planning) Complete	0 days	Tue 3/13/18	Tue 3/13/18	9,10
12	**3**	**Phase III - Execution**	**162 days?**	**Thu 3/8/18**	**Wed 10/24/18**	
13	**3.1**	**Hardware/OS Configuration**	**53 days**	**Thu 3/8/18**	**Tue 5/22/18**	
14	3.1.1	HDW - Review: Review Specifications	5 days	Thu 3/8/18	Wed 3/14/18	9FS+5 days
15	3.1.2	HDW - Procure and deliver Hardware and third party Software	25 days	Thu 3/15/18	Wed 4/18/18	14
16	3.1.3	HDW - Complete ISR Configuration Sheet	5 days	Thu 4/26/18	Wed 5/2/18	15FS+5 days
17	3.1.4	HDW - Base HDW/OS installation	5 days	Thu 5/3/18	Wed 5/9/18	16
18	3.1.5	HDW - System Installation and Server Configuration	5 days	Thu 5/10/18	Wed 5/16/18	17
19	3.1.6	HDW - Conduct Technical Handoff Meeting with Client	1 day	Thu 5/17/18	Thu 5/17/18	18
20	3.1.7	HDW - Archiving_Reporting/Replication and Purging	2 days	Fri 5/18/18	Tue 5/22/18	19
21	3.1.8	HDW - Complete	0 days	Thu 5/17/18	Thu 5/17/18	14,17,18,19
22	**3.2**	**GIS**	**58 days?**	**Thu 3/15/18**	**Tue 6/5/18**	
23	3.2.1	GIS - Client Source Data Submission	1 day	Thu 3/15/18	Thu 3/15/18	9FS+10 days
24	3.2.2	GIS - Source Data Evaluation for RMS	5 days	Fri 3/23/18	Thu 3/29/18	23FS+5 days
25	3.2.3	GIS - Complete GIS Analysis Report	5 days	Fri 3/30/18	Thu 4/5/18	24,23
26	3.2.4	GIS - Client Modification Based on TriTech Feedback (Iterative)	10 days	Fri 4/6/18	Thu 4/19/18	25
27	3.2.5	GIS - Client Final Data Submission	3 days	Fri 4/20/18	Tue 4/24/18	26
28	3.2.6	GIS - GIS CAD/Mobile Conversion	10 days	Wed 4/25/18	Tue 5/8/18	27
29	3.2.7	GIS - GIS Link Installation	2 days	Thu 5/17/18	Fri 5/18/18	28,18
30	3.2.8	GIS - GIS Link Training	1 day?	Tue 6/5/18	Tue 6/5/18	29FS+10 days
31	3.2.9	GIS - Create RMS GIS Locator Packages	5 days	Fri 4/20/18	Thu 4/26/18	26
32	3.2.10	GIS - Configure RMS Web Services for GIS	2 days	Thu 5/17/18	Fri 5/18/18	18,31

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ID	WBS	Task Name	Duration	Start	Finish	Predecessors
33	3.2.11	GIS - Install RMS GIS Framework	1 day	Tue 5/22/18	Tue 5/22/18	32
34	3.2.12	GIS - Complete	0 days	Tue 5/22/18	Tue 5/22/18	32,33
35	**3.3**	**Inform CAD**	**152 days**	**Thu 3/15/18**	**Wed 10/17/18**	
36	**3.3.1**	**CAD - Administrative Workshops**	**103 days**	**Thu 3/15/18**	**Wed 8/8/18**	
37	3.3.1.1	CAD - Initial CAD Configuration and Setup (Remote Sessions)	5 days	Thu 3/15/18	Wed 3/21/18	9FS+2 wks
38	3.3.1.2	CAD - Configuration and Administration Workshop	4 days	Mon 6/4/18	Thu 6/7/18	18FS+11 days
39	3.3.1.3	CAD - Codefile Entry and Response Plan Work	40 days	Fri 6/8/18	Fri 8/3/18	38
40	3.3.1.4	CAD - Validation and Readiness Workshop	3 days	Mon 8/6/18	Wed 8/8/18	39
41	**3.3.2**	**CAD - Training**	**29 days**	**Fri 9/7/18**	**Wed 10/17/18**	
42	3.3.2.1	CAD - User Training 1	4 days	Fri 9/7/18	Wed 9/12/18	40FS+4 wks,68FS-
43	3.3.2.2	CAD - User Training 2	4 days	Fri 9/14/18	Wed 9/19/18	42FS+1 day
44	3.3.2.3	Client Train Remaining Users	20 days	Thu 9/20/18	Wed 10/17/18	43
45	**3.3.3**	**Inform Mobile**	**24.5 days**	**Mon 6/25/18**	**Mon 7/30/18**	
46	3.3.3.1	Mobile - Configuration Workshop (onsite)	2 days	Mon 6/25/18	Tue 6/26/18	38FS+11 days
47	3.3.3.2	Mobile - Administrative Training	0.5 days	Wed 6/27/18	Wed 6/27/18	46
48	3.3.3.3	Mobile - Train the Trainer User Training	1 day	Thu 6/28/18	Fri 6/29/18	47FS+1 day
49	3.3.3.4	Client Train Remaining Users	20 days	Fri 6/29/18	Mon 7/30/18	48
50	**3.3.4**	**Inform CAD Interfaces**	**0 days**	**Fri 8/10/18**	**Fri 8/10/18**	
51	**3.3.4.1**	**Standard CAD Interfaces**	**0 days**	**Fri 8/10/18**	**Fri 8/10/18**	
63	**3.3.4.1.1.11**	**IF ANI-ALI (E911)**	**40 days**	**Fri 6/15/18**	**Fri 8/10/18**	
64	3.3.4.1.1.11.	ANI-ALI (E911) - IFCD Review	5 days	Fri 6/15/18	Thu 6/21/18	38FS+1 wk
65	3.3.4.1.1.11.	ANI-ALI (E911) - Installation - Configuration	15 days	Fri 6/29/18	Fri 7/20/18	64FS+5 days
66	3.3.4.1.1.11.	ANI-ALI (E911) - Client/Vendor Testing	5 days	Mon 7/23/18	Fri 7/27/18	65
67	3.3.4.1.1.11.	ANI-ALI (E911) - FT	10 days	Mon 7/30/18	Fri 8/10/18	66
68	**3.3.4.1.2**	**Interfaces ready**	0 days	Fri 8/10/18	Fri 8/10/18	67
69	**3.4**	**Inform RMS**	**85 days**	**Tue 5/29/18**	**Wed 9/26/18**	
70	**3.4.1**	**Inform RMS Administrative Workshops**	**85 days**	**Tue 5/29/18**	**Wed 9/26/18**	
71	3.4.1.1	RMS - Workshop #1	4 days	Tue 5/29/18	Fri 6/1/18	18,34FS+4 days
72	3.4.1.2	RMS - Workshop #2	4 days	Tue 6/5/18	Fri 6/8/18	71FS+1 day
73	3.4.1.3	RMS - System Configuration - Client	20 days	Mon 6/11/18	Mon 7/9/18	71,72
74	3.4.1.4	RMS - Workshop #3	3 days	Tue 8/21/18	Thu 8/23/18	72FS+50 days
75	**3.4.1.5**	**RMS - User Training**	**12 days**	**Tue 9/11/18**	**Wed 9/26/18**	
76	3.4.1.5.1	RMS User Training - Field Officers	2 days	Tue 9/11/18	Wed 9/12/18	74FS+11 days

ID	WBS	Task Name	Duration	Start	Finish	Predecessors
77	3.4.1.5.2	RMS - Client Conducted End User Training	10 days	Thu 9/13/18	Wed 9/26/18	76
78	3.4.1.5.3	RMS User Training Complete	0 days	Wed 9/26/18	Wed 9/26/18	77
79	**3.5**	**Go - Live**	**21 days**	**Wed 9/26/18**	**Wed 10/24/18**	
80	3.5.1	LIVE - Go Live Assessment/Authorization to Proceed	3 days	Wed 9/26/18	Mon 10/1/18	81SF
81	3.5.2	LIVE - Pre Go Live System Checks	5 days	Mon 10/1/18	Mon 10/8/18	82SF
82	3.5.3	LIVE - System Lock Down	10 days	Mon 10/8/18	Mon 10/22/18	84SF
83	3.5.4	LIVE - Pre Go Live Activities	1 day	Fri 10/19/18	Mon 10/22/18	84SF
84	3.5.5	LIVE - Go Live and Support	3 days	Mon 10/22/18	Wed 10/24/18	44FS+2 days,49FS
85	**4**	**Phase IV - Closure**	**1 day**	**Thu 10/25/18**	**Thu 10/25/18**	
86	**4.1**	**Hand Off to Support**	**1 day**	**Thu 10/25/18**	**Thu 10/25/18**	
87	4.1.1	CAD/Mobile/RMS - Hand Off to Support	1 day	Thu 10/25/18	Thu 10/25/18	84
88	4.2	Phase IV Closure Complete	0 days	Thu 10/25/18	Thu 10/25/18	86

ADDENDUM F

TRITECH TRAVEL POLICY

(Provided as Deliverable)