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# **SOFTWARE SUPPORT AGREEMENT**

**TRITECH SOFTWARE SYSTEMS**

# **SOFTWARE SUPPORT AGREEMENT**

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# SOFTWARE SUPPORT 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 herein as “TriTech”, with offices at 9477 Waples Street, Ste. 100, San Diego, California 92121 and Client named above, referred to herein as “Client”, both of which may also be referred to collective as the “Parties”, or individually as a “Party”.

## RECITALS

- A. TriTech and Client have entered into a System Purchase Agreement dated \_\_\_\_\_, (the “Purchase Agreement”).
- B. This Software Support Agreement (this “Agreement”) is entered into to provide Software Support for the TriTech Software for a period of one year, subject to annual renewal thereafter.
- C. During the initial term of this Agreement, TriTech shall act as the Prime Contractor for maintenance of the System and shall provide the single point of contact with the Client as further defined herein;

## AGREEMENT

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

### 1.0 DEFINITIONS

1.1 All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given them in the Definitions section of the Purchase Agreement, which section is incorporated by reference herein as though set forth in full.

## **2.0 TERM AND TERMINATION**

2.1 The initial term of Software Support services provided under this Agreement shall begin at the first Go Live date for the TriTech Software and end twelve (12) months thereafter. Software Support for subsequent annual terms shall be subject to renewal of this Agreement and payment of the renewal Software Support fees. Following the initial term, either party may terminate this Agreement upon written notice to the other party ninety (90) calendar days prior to the end of the then current annual support term. Provided that notice of termination has not been provided, on or before the expiration of the then current support term, and at each annual anniversary thereof, TriTech shall provide to Client a Software Support Renewal Notice for signature. TriTech reserves the right to change the terms and conditions upon which Software Support shall be offered for renewal terms, subject to written notice to Client.

2.2 Following the initial term of this Agreement, either party shall have the option, upon prior written notice as provided in this section, to terminate support and maintenance for applicable Subcontractor Software which is provided through TriTech as the Prime Contractor. In such event the Client shall enter directly into Support Agreement(s) with the individual Subcontractor(s). In order to provide continuity of support, either party shall notify the other party at least ninety (90) calendar days prior to the end of the initial term of this Agreement of its intentions for continuation through TriTech as the Prime Contractor of support and maintenance for such Subcontractor Software. Support for Subcontractor Software if applicable under this Agreement will be provided in accordance with the applicable Subcontractor's terms for support which are attached hereto at Addendum C.

2.3 Either party may terminate this Agreement upon written notice to the other party in the event that: (i) the other party fails to comply with any material term or condition of this Agreement, provided that such failure has not been cured within thirty (30) calendar days receipt of written notice of such failure; or (ii) the other party's business operations are disrupted or discontinued for more than thirty (30) calendar days by reason of insolvency, bankruptcy, receivership or business termination; or (iii) written notice of termination for convenience is provided by one Party to the other Party within ninety (90) calendar days' prior to the end of the then current support term.

## **3.0 SUPPORT FEE(S)**

3.1 Software Support fee(s) to be paid by Client for the initial term of this Agreement are established based on the software licenses purchased under the System Purchase Agreement. The Software Support fee for the first renewal term shall be the amount specified in Addendum A hereto, subject to the adjustments as described in 3.2.

3.2 Unless otherwise terminated as provided herein, TriTech shall notify Client prior to the end of the initial support term of the Software Support fees for the first renewal term. Unless otherwise agreed in writing, Software Support fees shall be due on or before the commencement of each annual support term and are due for all TriTech Software applications and modules licensed to Client. Software Support fee for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5%. Additional licenses

purchased by Client during any annual support period will result in additional support fees which shall be prorated to be coterminous with Client's then current support period.

3.3 Software Support fees do not include reasonable travel, food or lodging expenses incurred by TriTech for support services provided at Client's site or other locations remote from TriTech's principal place of business. Such expenses shall be paid by Client on receipt of TriTech's invoice for such expenses.

3.4 If Client ceases to keep in force an annual Software Support Agreement, any resumption of such annual support shall be subject to payment by Client of all past unpaid Software Support fees in addition to the Software Support fee for the current support year. Payment of applicable fees for any additional services required to bring Client's system current, which fees shall be charged at TriTech's then current rates for such services, shall also be the responsibility of the Client.

3.5 All amounts due and payable to TriTech hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2 %) per month, or the highest rate permitted by law, whichever is less, from thirty (30) calendar days after their due date until paid. Failure to pay annual Software Support fees when due may result in a notice of termination in accordance with section 2.3.

**Remittance Address for Payments Only:**

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

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

3.6 Except for taxes for which Client provides TriTech with written certification of its tax-exempt status, if TriTech is required to collect or pay sales, use, property, value-added, or other such taxes based on the software or services provided under this Agreement, and/or Client's use thereof, then such taxes shall be invoiced to and paid by Client on receipt of such invoice.

#### **4.0 SUPPORT SERVICES, POINT OF CONTACT, AND CODE OF CONDUCT**

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

4.2 Client shall appoint a principal point of contact with a level of knowledge of the TriTech Software and Client's computer environment to manage the reporting of Software Errors to TriTech in accordance with the Software Error Guidelines and Procedures set forth in Addendum B. TriTech reserves the right to request that Client appoint a replacement point of contact upon reasonable written notice to Client.

4.3 At all times during the term of this Agreement or any renewal period, each party shall ensure that its employees do not engage in any unlawful or harassing behavior in their interactions with the other party and its employees. Any such behavior shall be reported to the

party's supervisor, manager, or executive as applicable for corrective action. A party's failure to remedy any reported issues related to employee misconduct, including removal of the offending employee from direct contact with the other party, may be cause for termination in accordance with section 2.3 herein.

## **5.0 SOFTWARE ERROR CORRECTION AND ACCESS**

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

5.1.1 If, during the term of this Agreement, Client experiences performance issues with the TriTech Software related to user transaction times (the elapsed time between electronically requesting information [i.e., depressing the "enter" key or mouse button] to the appearance of the data requested on the next screen) that materially degrades the operational use of the TriTech Software, the Client shall notify TriTech in accordance with Addendum B. TriTech will assist the Client to determine the source of the user transaction times issue (TriTech Software, third party products, Client supplied network, etc.). If the related to user transaction times is found to be caused by the TriTech Software, TriTech will use commercially reasonable efforts to resolve the issue according to the Priority status (defined in Addendum B) assigned based on the Subsystem, transaction type, and operational impact on the Client's Users.

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

5.3 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 Offices. This provision will apply during the duration of this Agreement.

## **6.0 SOFTWARE UPDATES**

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

## **7.0 LIMITATIONS**

7.1 Software Support for the TriTech Software shall be subject to and conditional on Client's implementation and use of a version of the TriTech Software that is the most current general release version thereof that is offered to Client. If Client does not implement the most current general release 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.

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

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

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

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

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

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

7.3.5 Problems in the TriTech Software are caused by one or more computer viruses that have not been introduced into Client's system by TriTech. Client shall maintain up-to-date virus checking software in accordance with TriTech Documentation and shall check all software received from TriTech or any other person or entity for viruses before introducing that

software into any part of the TriTech System. If desired by 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 practice reasonable back-up procedures for the TriTech System in accordance with TriTech Documentation.

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

7.3.7 Problems in the TriTech Software are caused by Equipment or software provided by Client or third parties with which the TriTech Software interfaces or operates (including but not limited to Subcontractor Software or Hardware or System Software), including but not limited to problems caused by changes in such Equipment or software.

7.4 If, at any time after installation of the System, 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 Addendum B for assistance as required. Such action shall not constitute approval, express or implied, for the loading of specific software on a Workstation or Server, nor any express or implied warranty, representation or other obligation by TriTech with respect to such software, including but not limited to its suitability, operability or capability to meet 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.

7.5 TriTech Software Support under this Agreement, or any renewal or extension thereof, shall not include design, engineering, programming, testing, implementation or other services rendered necessary by changes in Subcontractor Software, System Software or Equipment, or in any other hardware, firmware or software provided by third parties or Client ("Third Party Changes"). Any such services shall be subject to additional charges by TriTech and the mutual agreement of the parties as to the terms and conditions under which such services are rendered. Absent such agreement, TriTech shall be under no obligation, express or implied, with respect to such Third Party Changes.

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

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



## **8.0 EQUIPMENT, SUBCONTRACTOR SOFTWARE AND HARDWARE, AND SYSTEM SOFTWARE**

8.1 Maintenance and support for Equipment provided under the Purchase Agreement (except as otherwise stated therein) is not included under this Agreement. However, since proper computer equipment maintenance is required for proper system operation, Client shall acquire and keep in force equipment maintenance agreements for the computer and peripheral equipment used to operate the TriTech Software, or to provide such maintenance in-house with qualified personnel. If Client determines that an item of Equipment provided under this Agreement does not perform as provided in the applicable specifications, Client may contact TriTech using the procedures described in Addendum B. TriTech shall thereupon provide Help Desk services to Client with respect to the reported problem and reasonable assistance, as defined in 8.2 below, in determining the cause of 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.

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

## **9.0 LIMITATION OF LIABILITY**

9.1 The total liability of TriTech for any claim or damage arising under this Agreement or renewals thereof, whether in contract, tort, by way of indemnification or under statute shall be limited to (i) direct damages which shall not exceed the Software Support fees paid under this Agreement by Client to TriTech for the twelve (12) month term during which the cause of action for such claim or damage arose or (ii) in the case of bodily injury or property damage for which

defense and indemnity coverage is provided by TriTech's insurance carrier(s), the coverage limits of such insurance.

9.2 IN NO EVENT SHALL TRITECH 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 THE USE OR NON-USE OF THE TRITECH SOFTWARE, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER TRITECH HAD KNOWLEDGE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

## **10.0 DISPUTE RESOLUTION**

10.1 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 shall 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.

## **11.0 SEVERABILITY**

11.1 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.

## **12.0 FORCE MAJEURE/EXCUSABLE DELAY**

12.1 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.

### **13.0 CONSTRUCTION AND HEADINGS**

13.1 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.

### **14.0 WAIVER**

14.1 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.

14.2 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.

### **15.0 ENTIRE AGREEMENT**

15.1 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.

### **16.0 APPLICABLE LAW**

16.1 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.

## **17.0 ASSIGNMENT**

17.1 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.

## **18.0 NOTICES**

18.1 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:

Apache Junction Police Department  
1001 N. Idaho Rd.  
Apache Junction, AZ 95119  
Attn: Captain Arnold Freeman

To TriTech:

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

## **19.0 PROHIBITION TO CONTRACT WITH CONSULTANTS WHO ENGAGE IN BOYCOTT OF THE STATE OF ISRAEL**

19.1 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 Consultant under this Agreement engage in any such boycott against the State of Israel, this Agreement is automatically terminated. Any such boycott is a material breach of contract and will subject Consultant to monetary damages, including but not limited to, consequential and liquidated damages.

## **20.0 COMPLIANCE WITH FEDERAL AND STATE LAWS**

20.1 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.

20.2 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 that is subject to penalties up to and including termination of this 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.

## **21.0 GENERAL TERMS**

21.1 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 consent to any assignment of this Agreement by either party except as provided in the ASSIGNMENT section of this Agreement.

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

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

21.4 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.

21.5 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.

21.6 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.

21.7 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.

21.8 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.

**CITY OF APACHE JUNCTION, an  
Arizona municipal corporation**

**TRITECH SOFTWARE SYSTEMS, a  
California corporation**

\_\_\_\_\_  
Accepted By (Signature)

\_\_\_\_\_  
Jeff Serdy  
Printed Name

\_\_\_\_\_  
Mayor  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
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**

### **SUPPORT FEES**

Support fees for the initial term beginning at first Go Live for the TriTech Software and ending twelve (12) months thereafter, are included as a line item and will be paid under the Contract Price in the System Purchase Agreement. Based on the licenses purchased under the System Purchase Agreement, the annual support fee for the first renewal term (to begin 12 months' post Go Live) will be \$46,375.40. If applicable, support fees will be prorated based on the support fees paid for Client's existing TriTech (Vision) applications up to the date of Go Live for Inform CAD and Inform Mobile.

Prior to the end of the then current support term, and each subsequent annual support term, TriTech will forward an invoice to Client for the annual support fee, which fees are subject to increase in accordance with section 3.2 of this Agreement. An increase in the TriTech Software licenses granted to Client will result in an increase in the Software Support fee.

Unless otherwise stated in the System Purchase Agreement pricing, TriTech's Software Support fees do not include fees for third party applications, or embedded software required, including but not limited to CAD Mapping or Mobile Mapping fees.

Option, if applicable:

As further defined in Addendum B hereto, standard Software Support for Inform RMS, Inform Jail, Inform FBR, and Inform Fire applications is provided on an 8x5 basis. Support fees for 8x5 support is calculated at a lesser rate than 24x7 support. However, as an optional upgrade, Client may purchase Software Support for these TriTech Software applications on a 24x7 basis (this option is not available for CrimeView or FireView) with the applicable adjustment in support fee. **If this option has been chosen, check the box below:**

**Optional Support Upgrade to 24x7 for Inform RMS**      Yes ☐

**Optional Support Upgrade to 24x7 for Inform Jail**      Yes ☐

**Optional Support Upgrade to 24x7 for Inform FBR**      Yes ☐

**Optional Support Upgrade to 24x7 for Inform Fire**      Yes ☐



## **ADDENDUM B**

### **SOFTWARE ERROR CORRECTION GUIDELINES AND PROCEDURES**

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

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

Note (a): Critical Priority and Urgent Software Errors must be reported via telephone at the number listed in the Support Issues Priority and Response Matrix under section (9) below. If Critical Priority or Urgent Priority Software Errors are not reported via the telephone, the stated response and resolution times will not apply.

Note (b): High, Medium, and Lower Priority Software Errors may be reported via email to the address listed in the matrix below, or through TriTech's Support website via the Customer Service portal on TriTech's website.

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

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

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

(6) During Normal Customer Service Hours, each issue will be assigned a ticket number. This number should be used for all subsequent inquiries relating to the original reported issue. Problems reported after Normal Customer Service Hours will be logged and assigned an issue number the next business day. Enhancement requests should be emailed to [support@tritech.com](mailto:support@tritech.com).

(7) TriTech has approved Bomgar as the sole primary form of support connectivity for TriTech's software applications. Bomgar provides for passwords, advanced authentication, encryption and

logging that meet or exceed FBI CJIS standards. The data is stored in a secure technology facility meeting FBI standards. The Client has access to log information through the TriTech support ticket management system Client portal on TriTech's website. Backup support connectivity is also required. The Client will ensure there is either reliable cellular coverage or a landline telephone in each physical area in which a Server or interface equipment is located to allow the Client's team to assist in troubleshooting.

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

- a. If a response is not received, or a resolution is not provided in accordance with the Priorities and Response Matrix, the Client may request escalation of the issue in accordance with the TriTech Documentation.

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

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

## **Inform CAD, Inform Mobile, Inform Me, Inform Browser, Interfaces, and GIS Link Response Matrix**

<b>Priority</b>	<b>Issue Definition</b>	<b>Response Time</b>
<b>Priority 1 – Critical Priority</b>	<p>24x7 Support for live operations on the production system: A system down event which severely impacts the ability of Users to dispatch emergency units. This is defined as the following:</p> <ul style="list-style-type: none"> <li>• Inform CAD, Inform Mobile, Inform Me, or Interfaces are down as further defined in the Special Note #1 below.</li> <li>• Critical servers inoperative, as listed in Special Note #1.</li> <li>• Complete interruption of call taking and/or dispatch operations</li> <li>• Loss of transactional data &amp; transactional data corruption</li> </ul> <p>This means one or more critical server components are non-functional disabling Inform CAD, or Inform Mobile workstations, or disabling Inform Me. These Software Errors are defined in <i>Special Note #1</i>, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.</p> <p>After Normal Customer Service Hours: Thirty (30) minute callback after client telephone contact to 800. 987.0911.</p> <p>Priority 1 issues must be called in via 800. 987.0911 in order to receive this level of response.</p>
<b>Priority 2 – Urgent Priority</b>	<p>24x7 Support for live operations on the production system: A serious Software Error with no workaround not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users to enter incoming calls for service and/or dispatch emergency units. Such errors will be consistent and reproducible.</p> <p>A significant number of the Inform CAD, or Inform Mobile, workstations are negatively impacted by this error (e.g., does not apply to a minimal set of Inform CAD or Inform mobile workstations, or Inform Me users). These Software Errors are defined in more detail in Special Note #2, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes.</p> <p>After Normal Customer Service Hours: One (1) hour callback after client telephone contact to 800. 987.0911.</p> <p>Priority 2 issues must be called in via 800. 987.0911 in order to receive this level of response.</p>
<b>Priority 3 - High Priority</b>	<p>Normal Customer Service Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, has a workaround available, but which does negatively impact the User from entering incoming calls for service and/or dispatching emergency units, or perform a common call taking or dispatch function. Such errors will be consistent and reproducible.</p> <p>A significant number of Inform CAD, or Inform Mobile, workstations, or Inform Me users are negatively impacted by this error (e.g., does not apply to a minimal set of workstations or users).</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>High Priority issues may also be reported via <a href="mailto:support@tritech.com">support@tritech.com</a>.</p> <p>High Priority Issues are not managed after Normal Customer Service Hours.</p>

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

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

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

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

1. Inform CAD:
  - a. Users are unable to enter new requests for service via the emergency or scheduled call taking screen.
  - b. All users are unable to verify an address from within the emergency or scheduled call taking screen.
  - c. The Inform CAD System is down and all workstations will not launch or function.
  - d. The Inform CAD System is inoperable due to transactional data corruption caused by TriTech Software.
  - e. The Inform CAD Reporting and Archiving Server is down and the system is configured to use the Reporting Server for dispatching functions (e. g., Premise History).
  - f. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).
2. Inform Mobile, Inform Me:
  - a. The Inform Mobile System, or Inform Me is down and all unit mobile devices are unable to log in or function.
  - b. The Inform Mobile System is inoperable due to data corruption caused by TriTech Software.
  - c. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).
3. Inform Browser, and GISLink:
  - a. There are no Critical Priority (Priority 1) issues for these products.

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

1. Inform CAD:
  - a. Inform CAD users are severely impacted due to one of the following conditions:
    - i. A significant number of users (50% or more) are unable to verify an address from within the emergency or scheduled call-taking screen.
    - ii. The inability to view/edit premise or caution note information.
    - iii. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
    - iv. The system does not perform unit recommendations.
    - v. Inability to assign a unit to an incident.
    - vi. Inability to change a unit's status.
    - vii. Inability to close an incident.
    - viii. Inability to view incident information needed to dispatch an incident.
    - ix. Disaster Recovery System, following a test failover is inoperable for more than one (1) business day
2. Inform Mobile, Inform Me:
  - a. Inform Mobile, or Inform Me users are severely impacted due to one of the following conditions:
    - i. Inability to receive new requests for service from Inform CAD.
    - ii. Inability to view incident information needed to dispatch an incident.
    - iii. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
    - iv. Inability to enter a traffic stop or on-view incident.
    - v. The inability to view premise or caution note information.
    - vi. Disaster Recovery System, following a test failover is inoperable for more than one (1) business day.
3. Inform CAD/Mobile Interfaces:
  - a. An Inform CAD Station Alerting Interface is down or Inform CAD Station Alerting Interface repeatedly fails to process a station alert, as part of a unit assignment, or if there is a reoccurring significant delay in the interface processing a station alert as part of a unit assignment (once it is diagnosed that is not being caused by the station alerting system).
  - b. An Inform CAD Paging Interface is down.
  - c. An interface used for personnel rostering is down.
  - d. A CAD-to-CAD interface is down or repeatedly fails to process information into an incident.
  - e. An Inform CAD Paging Interface repeatedly fails to process a unit alert as part of a unit assignment.

- f. An ANI/ALI interface repeatedly fails to process information into an incident.
  - g. An interface to an external rostering system used to logon units is down.
  - h. An AVL interface fails to process updates for over 50% of units.
  - i. A mobile interface (MDT or MDC) repeatedly fails to process incident or status change information.
  - j. A Standard CAD to External System Incident Data Transfer Interface License (RMS) is down.
- 4. Inform Browser:
  - a. Inform Browser is down and no workstations are able to login (unrelated to the Client's network).
- 5. GISLink:
  - a. There are no Urgent Priority (Priority 2) issues for this product.

Additional Information:

- Disaster Recovery and Training CAD/Mobile Systems do not generally qualify for after Normal Customer Service Hours support. This would change if the Production System has failed over to the Disaster Recovery System or following a test failover it is inoperable for more than one (1) business day, TriTech will work to resolve the problem according to the Priority 2 response and resolution criteria included above.
- Modifications to installed Inform CAD/Mobile Licensed Software that operates with State and National Criminal Justice Information Systems (State CJIS/NCIC) systems to accommodate Government Mandated Changes, as necessary, dictated by State and Federal agencies having authority over these programs will be provided in a subsequent update.

## ***Inform RMS, Inform Jail, Inform FBR, Inform Fire***

<b>Priority</b>	<b>Issue Definition</b>	<b>Response Time</b>
<b>Priority 1 – Critical Priority</b>	<p>Normal Customer Service Hours Support for live operations on the production system: A system down event which severely impacts the ability of Users to log on the system, or severely impacts the ability of Users to book or release inmates. This is defined as the following:</p> <ul style="list-style-type: none"> <li>• Inform RMS, Inform Jail, Inform FBR, or Inform Fire server software inoperative</li> <li>• Loss of ability for all Inform RMS, Inform Jail, Inform FBR, or Inform Fire users to log on to system</li> <li>• Inform Jail system down</li> <li>• Loss of transactional data &amp; transactional data corruption</li> </ul> <p>This means one or more critical server components are non-functional disabling Inform RMS, Inform Jail, Inform FBR, or Inform Fire workstations. These Software Errors are defined in <i>Special Note #1</i>, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.</p> <p><b><i>After Normal Customer Service Hours: Unless optional 24x7 support is contracted, support for Inform RMS, Inform Jail, Inform FBR, and Inform Fire is not managed after Normal Customer Service Hours.</i></b></p> <p><b><i>If optional 24x7 support is contracted, after Normal Customer Service Hours: Thirty (30) minute call back after Client telephone contact to 800.987.0911.</i></b></p> <p>Priority 1 issues must be called in via 800. 987.0911 in order to receive this level of response.</p>
<b>Priority 2 – Urgent Priority</b>	<p>Normal Customer Service Hours Support for live operations on the production system: A serious Software Error with no workaround not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users from performing a common function, or severely impacts the ability of Users to book or release inmates. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> <li>• Loss of ability for Inform RMS users to enter Case (Incident, Arrest and Custody) records into the system</li> <li>• Loss of ability to transfer Inform FBR Reports</li> <li>• Unable to book or release inmates</li> </ul> <p>A significant number of the Inform RMS, Inform Jail, Inform FBR, or Inform Fire workstations are negatively impacted by this error (e.g., does not apply to a minimal set of Inform RMS, Inform Jail, Inform FBR, or Inform Fire workstations). These Software Errors are defined in more detail in <i>Special Note #2</i>, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.</p> <p><b><i>After Normal Customer Service Hours: Unless optional 24x7 support is contracted, support for Inform RMS, Inform Jail, Inform FBR, and Inform Fire is not managed after Normal Customer Service Hours.</i></b></p> <p><b><i>If optional 24x7 support is contracted, after Normal Customer Service Hours: One (1) hour call back after Client telephone contact to 800.987.0911.</i></b></p> <p>Priority 2 issues must be called in via 800. 987.0911 in order to receive this level of response</p>

Priority	Issue Definition	Response Time
<b>Priority 3 - High Priority</b>	<p>Normal Customer Service Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, has a workaround available, but which does negatively impact the User from performing a common Inform RMS, Inform Jail, Inform FBR, or Inform Fire function. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> <li>• Loss of Non-Critical Data (with “Non-Critical” being defined as not causing an error classified as a P1 or P2 error (above).</li> <li>• NIBRS State reporting issues that cause agency reports to exceed State error submission limits</li> <li>• UCR reporting multiple occurrence of inaccurate data</li> </ul> <p>A significant number of Inform RMS, Inform Jail Inform FBR, or Inform Fire workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>High Priority issues may also be reported via <a href="mailto:CH_ClientServicesTriage@tritech.com">CH_ClientServicesTriage@tritech.com</a>.</p> <p>High Priority issues are not managed after Normal Customer Service Hours.</p>
<b>Priority 4 – Medium Priority</b>	<p>Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User by preventing routine use of the system. This includes system administrator functions.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>Medium Priority issues may also be reported via <a href="mailto:CH_ClientServicesTriage@tritech.com">CH_ClientServicesTriage@tritech.com</a>.</p> <p>Medium Priority issues are not managed after Normal Customer Service Hours.</p>
<b>Priority 5 – Low Priority</b>	<p>Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>Low Priority issues may also be reported via <a href="mailto:CH_ClientServicesTriage@tritech.com">CH_ClientServicesTriage@tritech.com</a>.</p> <p>Low Priority issues are not managed after Normal Customer Service Hours.</p>

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



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

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

1. Inform RMS:
  - a. The Inform RMS System Server is down and unavailable for queries.
  - b. The Inform RMS is inoperable due to data corruption caused by TriTech Software.
  - c. Law enforcement users are unable to send or receive justice queries and transactions (this Priority applies if the functionality is available through no other available methods within the TriTech Software).
2. Inform Jail:
  - a. The Inform Jail System is down and all workstations will not launch or function.
  - b. The Inform Jail System is inoperable due to transactional data corruption caused by TriTech Software.
  - c. Inform Jail users are unable to book or release inmates.
3. Inform FBR:
  - a. The Inform FBR Server is down and unavailable to process reports.
  - b. The Inform FBR Server is inoperable due to data corruption caused by TriTech Software.
4. Inform Fire:
  - a. The Inform Fire Server is down and unavailable to process NFIRS reports.
  - b. The Inform Fire Server is inoperable due to data corruption caused by TriTech Software.

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

1. Inform RMS:
  - a. The inability to create, save, access, or close records.
  - b. The inability to enter property in the evidence module.
  - c. The inability to move a piece of property to another location.
  - d. The inability to assign a case to an investigator.
  - e. The inability to create UCR/NIBRS State Reports.
  - f. The inability to complete an expungement on a name record.
  - g. The system does not display active master name alerts.
  - h. The system does not display active warrants for a master name.
2. Inform FBR:
  - a. The inability to create, save, access, or close reports.
  - b. The inability to transfer a report to RMS.
  - c. The inability to provide master resolution during entry.
  - d. A report is unable to complete the approval workflow.

3. Inform Jail:
  - a. Inform Jail users are severely impacted due to one of the following conditions:
    - i. Unable to book or release inmates.
4. Inform Fire:
  - a. The inability to create save, access or close fire records.
  - b. The inability to create save, access or close inspections records.
  - c. The inability to create save, access or close hazard records.

Additional Information:

- State and Federal mandates relating to justice queries and reporting change from time to time. The following changes are considered covered support items:
  - A. Modifications to installed Uniform Crime Reporting (UCR) Program or National Incident Based Reporting System (NIBRS) facilities within the Inform RMS Licensed Software, or National Fire Incident Reporting System (NFIRS) within Inform Fire as necessary, in order to accommodate Government Mandated Changes dictated by State and Federal agencies having authority over these programs.

## CrimeView Desktop, FireView Desktop

Priority	Issue Definition	Response Time
<b>Priority 1 – Critical Priority</b>	There are no Critical Priorities for CrimeView/FireView Desktop.	Not applicable.
<b>Priority 2 – Urgent Priority</b>	<p>Normal Customer Service Hours Support: A serious issue with no workaround that severely impacts the ability of the system to process the data.</p> <ul style="list-style-type: none"> <li>The Import Wizard continuous crashes upon trying to open it.</li> </ul> <p>A significant number of the CrimeView Desktop or FireView Desktop workstations are negatively impacted by this issue (e.g., does not apply to a minimal set of CrimeView Desktop or FireView Desktop workstations). This issue is defined in more detail in Special Note #1, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.</p> <p>Urgent Priority issues are not managed after Normal Customer Service Hours.</p> <p>Priority 2 issues must be called in via 800. 987.0911 in order to receive this level of response.</p>
<b>Priority 3 - High Priority</b>	<p>Normal Customer Service Hours Support: A Software Error not meeting the criteria of an Urgent Priority, has a workaround available, but which does negatively impact the User from performing a common CrimeView Desktop or FireView Desktop function. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> <li>Recent data is not available</li> <li>Error message in the Crystal Report</li> <li>Diagnosis of TriTech Desktop software issues and errors</li> <li>Diagnosis of Configuration issues</li> </ul> <p>A significant number of CrimeView Desktop or FireView Desktop workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 by the first available representative.</p> <p>High Priority issues may also be reported via <a href="mailto:omega-support@tritech.com">omega-support@tritech.com</a></p> <p>High Priority issues are not managed after Normal Customer Service Hours.</p>
<b>Priority 4 – Medium Priority</b>	<p>Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User by preventing routine use of the system. This includes system administrator functions.</p> <ul style="list-style-type: none"> <li>Annual updates</li> <li>Geocoding issue</li> <li>Licensing</li> <li>Assistance with the setup of TriTech Desktop on a new server and/or user's computer</li> <li>TriTech software updates</li> </ul> <p>These are defined in more detail in Special Note #2, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative.</p> <p>Medium Priority issues may also be reported via <a href="mailto:omega-support@tritech.com">omega-support@tritech.com</a>.</p> <p>Medium Priority issues are not managed after Normal Customer Service Hours.</p>

Priority	Issue Definition	Response Time
<b>Priority 5 – Low Priority</b>	<p>Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions</p> <ul style="list-style-type: none"> <li>Provision of the current TriTech Desktop tutorial (digital format)</li> </ul>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>Low Priority issues may also be reported via <a href="mailto:omega-support@tritech.com">omega-support@tritech.com</a>.</p> <p>Low Priority issues are not managed after Normal Customer Service Hours.</p>

Priority	Resolution Process	Resolution Time
<b>Priority 1 – Critical Priority</b>	No Critical Priority for CrimeView/FireView Desktop	Not applicable.
<b>Priority 2 – Urgent Priority</b>	TriTech will provide a procedural or configuration workaround that allows the Client to resume normal operations on the import system.	TriTech will work to provide the Client with a solution that allows the Client to resume normal operations on the import system within 48 hours of the call being received.
<b>Priority 3 - High Priority</b>	TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem.	TriTech will work to provide the Client with a resolution which may include a workaround within a timeframe that takes into consideration the impact of the issue on the Client and TriTech's User base.
<b>Priority 4 – Medium Priority</b>	TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem.	TriTech will work to provide the Client with a resolution which may include a workaround. Priority 4 issues have no guaranteed resolution time.
<b>Priority 5 – Low Priority</b>	Low Priority issues are logged by TriTech and addressed at the company's discretion according to TriTech's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

*Special Note #1:* Priority 2 - Urgent Priority issues, meeting the previously noted criteria, are defined as follows:

1. CrimeView/FireView Desktop
  - a. The Import Wizard continuously crashes when accessing the Import Wizard extension within ArcCatalog. This does not include ArcCatalog crashing on its own.

*Special Note #2:* Priority 4 – Medium Priority issues

1. Annual Updates
  - a. Clients are entitled to two (2) saved query updates annually.
    - i. The saved query updates are limited to the saved query groups included within the original application configuration and based on the original source field. Adding a new saved query group(s) or changing the source field will incur an additional cost.
  - b. Saved query updates are by client request when new query values are made available
2. Geocoding issue
  - a. Individual records are not geocoding, this does not include creating new address locators to the profile
3. The software updates includes compatibility with ArcGIS releases but will not be compatible with ArcGIS Desktop 10.5 and beyond due to technical limitation

Not included in support:

- Change RMS/CAD vendor(s)
- RMS/CAD database schema updates (field length, type, size... table name change, etc...)
- Lookup table updates (code/description)
- Crystal Report updates
- GIS source file updates
- Geocoding rate enhancement
- Re-import of historical data
- Change the GIS format (Shapefile, Personal Geodatabase, File Geodatabase, ArcSDE Geodatabase, etc...) of the reference data or Import Wizard output data.
- Add/remove Import Wizard profile fields
- GIS editing
- Other source file integration
- Additional profiles

## **ADDENDUM C**

### **SUBCONTRACTOR SUPPORT TERMS**

Not applicable.