RESOLUTION NO. 19-45

A RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM ZUERCHER TECHNOLOGIES, A CENTRAL SQUARE TECHNOLOGIES COMPANY, SIOUX FALLS, SOUTH DAKOTA, FOR THE PURCHASE OF COMPUTER-AIDED DISPATCHING AND RECORDS MANAGEMENT SOFTWARE FOR THE TOTAL PURCHASE AMOUNT OF $212,221.00.

WHEREAS, software designed for public safety computer-aided dispatching, records management systems software, and ancillary systems were evaluated; and

WHEREAS, the Zuercher Technologies software far exceeded the capabilities of other products evaluated; and

WHEREAS, the proposal offered by Zuercher Technologies, a Central Square Technologies Company provides a "Cooperative Procurement" for government entities to serve as a "sole source" provider; the proposal from Zuercher Technologies is recommended.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri, be and is hereby authorized to accept the proposal from Zuercher Technologies, a Central Square Technologies Company for the purchase amount of $212,221.00.

CAD/RMS Software and ancillary systems - TOTAL COST: $212,221.00

FURTHER, THAT, funds for such purpose are authorized from the General Fund.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 9th DAY OF SEPTEMER 2019.

_____
Mayor Carol J. Suter

ATTEST:

Ruth E. Bocchino

Request for Council Action

RES ☒ # R-19-45   **BILL ☐ # City Clerk Only**   **ORD # City Clerk Only**

Date: 8/30/2019   Department: Public Safety

Meeting Date Requested: 9/9/2019

Public Hearing: Yes ☐ Date: Click here to enter a date.

Subject: Zuercher CAD/RMS Software Purchase Agreement

Background: The Public Safety Department is acquiring new CAD/RMS software

Budget Discussion: Funds are budgeted in the amount of $ 212,221.00 from the General Fund. Ongoing costs are estimated to be $ 33,776.00 annually. Previous years' funding was $58,000.00

Public/Board/Staff Input: The acquisition of the CAD/RMS Software from Zuercher is recommended by staff in the Public Safety Department and the IT Division of the Finance Department after a review and evaluation of the product. This acquisition will improve efficiencies in Public Safety Department operations and will provide a better product in delivering Public Safety services.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

	PC	SW
Department Director/Administrator	City Attorney	City Manager
Chief Michael J. Hasty		
Director of Public Safety		

RCA DUE TO CITY CLERK WEDNESDAY 12:00 PM

ZU=RCHER

Software License and Service Agreement

Gladstone Public Safety Department

This Software License and Service Agreement (this "Agreement") entered into as of this 11ᵗʰ day of _September_ 20_19_ by and between Gladstone Public Safety Department ("Customer"), having its principal place of business at 7010 North Holmes Street, Gladstone, MO 64118, and Zuercher Technologies LLC ("Zuercher"), a CentralSquare Technologies company, having its principal place of business at 4509 West 58th Street, Sioux Falls, South Dakota 57108. Customer and Zuercher may also be referred to herein individually as a "Party" or collectively as the "Parties".

This Agreement details the responsibilities of Zuercher and Customer with regard to the public safety software, hardware, and related services to be provided by Zuercher under this Agreement.

Customer will be part of a multi-agency system consisting of Customer and the Excelsior Springs Police Department. Excelsior Springs Police will serve as the hosting agency (production site) for both agencies. Each of the agencies will enter into a separate Software License and Service Agreement. In the event that Customer or any of the agencies chooses to move to a standalone system, additional fees will be required for hardware, services, and Zuercher Software necessary for that agency to be a standalone system, if applicable.

Now, therefore, in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

1.0 Exhibits and Order of Precedence

The following Exhibits are incorporated into this Agreement:

1. Exhibit A: Statement of Work
2. Exhibit B: Pricing Detail
3. Exhibit C: Payment Schedule
4. Exhibit D: Maintenance Agreement

In the event of any inconsistency among the various documents that comprise this Agreement, the order of precedence shall be as follows: (i) the Agreement, followed by (ii) the Exhibits to the Agreement in the order in which they appear in *1.0, Exhibits and Order of Precedence*.

2.0 License

2.1 Grant of the License

In consideration of Customer's payment of the license fees set forth in *Exhibit B: Pricing Detail*, and subject to the terms and conditions set forth herein, Zuercher hereby grants to Customer, and Customer accepts, a perpetual, non-transferable and non-exclusive license to use certain Zuercher software (the "Software") identified in *Exhibit B: Pricing Detail* only for Customer's own business purposes in object code format.

Applications listed as a subscription in Exhibit B: Pricing Detail are not provided as a perpetual license. Such applications are provided on an annual subscription basis, which requires payment of the applicable annual subscription fees.

2.2   Copies and Modifications

Customer may make a copy of the Software solely for backup or archival purposes. No Zuercher identifying marks, copyright or proprietary right notices may be deleted from any copies of the Software made by Customer. Customer shall not decompile, or create by reverse engineering or otherwise, the source codes from the object code supplied hereunder, or adapt the Software in any way or use it to create a derivative work. Zuercher shall not be responsible in any way for Software performance if the Software has been modified, except as modified by Zuercher.

2.3   Restrictions on Usage

Customer shall not allow any party, other than Zuercher, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the Zuercher Documentation.

Customer shall not access any Server Hardware except as provided in the Zuercher Documentation or cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

2.4   Infringement

Zuercher will at its expense defend against any claim, action or proceeding by a third party ("Action" herein) for infringement by the Zuercher Software of copyright or trade secrets, provided that Customer immediately notifies Zuercher in writing of such Action and cooperates fully with Zuercher and its legal counsel in the defense thereof. Zuercher may in its discretion (i) contest, (ii) settle, (iii) procure for Customer the right to continue using the Zuercher Software, or (iv) modify or replace the Zuercher Software so that it no longer infringes (as long as the functionality and performance described in the Specifications substantially remains following such modification or replacement.) Customer may participate in the defense of such Action at its own expense. If the Parties conclude that none of the foregoing options are commercially reasonable, and Customer's use of the Zuercher Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, then Zuercher will return to Customer the Zuercher Software license fee(s) paid by Customer under this Agreement less a prorated portion of said fee(s) for Customer's use of the Zuercher 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 Customer which does not arise, wholly or in part, from the actions or omissions of Customer, its officers, directors, employees, contractors, agents, or elected officials, or a third party, Zuercher will, subject to Section 5.0 herein, indemnify Customer therefrom.

Notwithstanding the above, Zuercher shall have no duty under this Section 2.4 with respect to any claim, action or proceeding arising from or related to infringements (i) by Third Party Software, including operating system software, or hardware, (ii) arising out of modifications to the Zuercher Software and/or Documentation not made by Zuercher, (iii) resulting from use of the Zuercher Software to

practice any method or process which does not occur wholly within the Zuercher Software, or (iv) resulting from modifications to the Zuercher Software or Documentation prepared pursuant to specifications or other material furnished by or on behalf of Customer. This Section 2.4 states the entire obligation of Zuercher regarding infringement of intellectual property rights, and it will survive the termination of this Agreement.

3.0   Delivery, Fees and Payments

3.1   Delivery of Software to Customer

The Software shall be delivered in executable object code form only. Zuercher shall initially deliver and install copies of the Software as set forth in *Exhibit A: Statement of Work*, in the quantities set forth in *Exhibit B: Pricing Detail.* Except as stated in *Exhibit D: Maintenance Agreement*, Zuercher shall not be responsible for providing any updates, enhancements, modifications, revisions, additions, replacements, conversions or maintenance to the Software.

3.2   Delivery of Hardware to Customer

Zuercher shall ship Hardware provided under this Agreement as set forth in *Exhibit B: Pricing Detail* to Customer's location at a mutually agreeable time in the project timeline. Items shipped via commercial carrier are FOB destination at the fixed price stated in *Exhibit B: Pricing Detail*. It shall be Customer's responsibility to install all Hardware and to perform proper facility preparation (such as appropriate uninterrupted power, air conditioning, space, electrical drops, security, network equipment, network drops, etc.) not specified in this Agreement as being provided by Zuercher, but necessary to accommodate equipment as specified in the Statement of Work before, during, and/or after installation.

3.3   Delivery of Services to Customer

Zuercher will provide Services as set forth in *Exhibit A: Statement of Work.*

3.4   Fees

Customer will pay Zuercher all undisputed invoices or portions thereof without deduction or offset, on the dates set forth in *Exhibit C: Payment Schedule*. Upon resolution of any disputed amounts due, Customer shall remit the appropriate payment to Zuercher.

3.5   Late Payment

If Customer fails to pay any amount due within forty-five (45) days of invoice date, Customer shall pay late charges of one and one half percent (1.5%) or the highest allowed by law, whichever is lower, per month on such balance.

3.6   System Acceptance

System Acceptance shall be accomplished by written Customer signature acknowledging that the Software delivered matches all agreed upon requirements. In the event that a Customer notifies Zuercher of a material non-conformity in the Software as compared with the Statement of Work, Zuercher shall use commercially reasonable efforts to correct the reported non-conformity in accordance with the support provisions set forth in Exhibit D: Maintenance Agreement.

3.7   Additional Components

Other components (hardware and/or software, collectively "Third Party Components") may be desired for use with the System. Zuercher assumes no responsibility under this Agreement for obtaining and/or supporting any Third Party Components except as expressly agreed herein. This includes, but is not limited to, networking equipment, workstations, servers for third-party systems, mobile networking equipment, and mobile workstations, laptops, or tablets.

3.8   Third-Party Costs

Except as expressly agreed herein, Zuercher assumes no responsibility for any third-party costs related to implementation of the System. This includes, but is not limited to, any third-party costs associated with the implementation of Interfaces as defined in *Exhibit A: Statement of Work*.

3.9   Cooperative Procurement

The parties agree that Zuercher may utilize this Agreement to provide products and/or services to any municipality, county, state, non-profit hospital, educational institute, special governmental agency, non-profit corporation performing governmental functions or any other entity allowed to utilize cooperative procurement under Missouri law or the laws of any other state. The parties agree that the City of Gladstone, its elected officials, agents and employees or the employees of any elected official shall in no way be responsible for or held liable for any agreement, service, product or expenses arising out of any agreement Zuercher may enter into with other entities.

4.0   Rights and Obligations

4.1   Proprietary Rights

Zuercher represents that it is the owner of or otherwise has the rights to the Software and that it has the right to grant the License. Zuercher retains title to the Software and its associated Documentation, including, without limitation, all copies and audiovisual aspects thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. Customer shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Software or its associated Documentation, which shall be confidential information of Zuercher and the sole and exclusive property of Zuercher. Zuercher hereby expressly reserves any right not expressly granted to Customer by this Agreement. No identifying marks, copyright or proprietary right notices may be deleted from any copy of the Software provided to or made by Customer. All right and title to any third party software provided by Zuercher under this

Agreement shall remain with the applicable vendor thereof. Nothing in this Agreement shall be construed as conveying title in the Software, its associated Documentation, or any third party software to Customer.

4.2   Trademarks and Trade Names

Any and all trademarks and trade names, which Zuercher uses in connection with the License granted hereunder, are and shall remain the exclusive property of Zuercher. Nothing contained in this Agreement shall be deemed to give Customer any right, title or interest in any trademark or trade name of Zuercher.

4.3   Confidentiality

Except as otherwise provided in this Agreement, Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software or its associated Documentation to others. Customer shall use its reasonable best efforts to cooperate with and assist Zuercher in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein or any other deliverables.

4.3.1 Zuercher agrees to maintain Customer's confidential business information and confidential data, including patient identifying data, to which Zuercher gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. Customer will use reasonable efforts to identify or designate information or data as confidential at or within five (5) business days of disclosure. Notwithstanding the above, Zuercher 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 the Zuercher Software or Documentation. Customer shall acquire no intellectual property ownership rights to the Zuercher 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 Zuercher or any violation of confidentiality; (b) is disclosed to Zuercher by third parties without breach of confidentiality obligations; (c) is already in the lawful or rightful possession of Zuercher prior to receipt of the confidential information or (d) is developed independently by Zuercher without use of the confidential information.

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

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

4.4 Termination for Breach

Zuercher may immediately terminate this Agreement, including all license rights granted herein, in the event Customer breaches any of its material confidentiality obligations regarding the Software and its associated Documentation.

4.5 Non-Confidential Information

Confidentiality obligations of the Parties shall not extend to information that:

(a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party;

(b) was known to the receiving party at the time of its disclosure and such knowledge can be proven by documentation;

(c) is independently developed by the receiving party;

(d) is subsequently learned from a third party not under a confidentiality obligation to the providing party; or

(e) is required to be disclosed pursuant to court order, subpoena, or government authority, whereupon the receiving party shall provide notice to the other party prior to such disclosure.

4.6 Limited Warranties

4.6.1 Software Warranties

Zuercher warrants that: (i) it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement. Zuercher further warrants that for a period of twelve (12) months from the date of Go Live (the "Warranty Period"), the Zuercher Software will perform in conformance with the Zuercher Documentation and any applicable specifications set forth in *Exhibit A: Statement of Work*. Zuercher's sole obligation or liability during the Warranty Period shall be to use commercially reasonable efforts to correct the Software upon receipt of written notice of a warranty defect from Customer, in a reasonable time in accordance with the provisions of *Exhibit D: Maintenance Agreement*. In the event Zuercher fails to remedy material defects in the Software under this warranty, Customer's sole remedy and Zuercher's sole liability shall be to receive a refund of any fee paid hereunder for the portion of the Software, if any, which contains an uncorrected material defect. In the event that a material failure occurs during the warranty period that causes a substantial failure in the overall functionality of the system resulting in the inability of Customer to use the system for live

operations, which failure cannot be corrected after three (3) attempts by Zuercher, Customer shall be relieved of future monetary obligations, if any, under this Agreement, and this Agreement and the license granted herein shall be terminated.

4.6.1.1 Wireless Service Limitations

Problems in the Zuercher 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 Zuercher, or covered under the terms of this Agreement. The Customer's use of services provided by wireless service providers or carrier, or transmission of data from cell phone carriers, cell phones and operating systems, and the security, privacy, or accuracy of any data provided via such services is at the Customer's sole risk.

4.6.2 *Hardware and Third-Party Software Warranties*

Zuercher warrants that, at the time of delivery, the Hardware will be new and unused. In addition, Zuercher warrants that upon payment of the applicable fees, Customer will acquire good and clear title to the Hardware, free and clear of all liens and encumbrances.

All Hardware and Third-Party Software warranties provided by the manufacturer will be passed through to Customer. Zuercher will be solely responsible for processing and managing of all Hardware and Third-Party Software warranty claims that may be necessary during the term of this Agreement.

ZUERCHER EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.6.3 *Viruses and Other Disabling Programs/Devices*

Zuercher warrants and represents that the Zuercher Software does not contain any "back door", "time bomb", "Trojan horse", "worm", "drop dead device", "ransomware", or other program routine or hardware device inserted and intended by Zuercher to provide a means of unauthorized access to, or a means of disabling or erasing any computer program or data, or otherwise disabling the Zuercher Software. Nothing herein shall be deemed to constitute a warranty against viruses. Customer shall maintain up-to-date virus checking software and shall regularly monitor their systems, including workstations and non-managed servers.

4.7 Legal Relationship

It is expressly understood by Customer and Zuercher that Zuercher shall not be construed to be, and is not, an employee of Customer. Zuercher shall provide services to Customer as an independent contractor with control over the time, means and methods for accomplishing the services outlined in this Agreement. Zuercher further acknowledges that it is not entitled to such benefits as holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment.

4.8 Insurance Provision

Zuercher, at all times during the term of this Agreement, shall obtain and maintain in force insurance

coverage of the types and with the limits as follows:

(a) Commercial General Liability Insurance: Commercial general liability insurance with a limit of $1,000,000 for each occurrence; $2,000,000 in the aggregate.

(b) Professional Liability Insurance: Professional liability insurance with a limit of $5,000,000 each claim; $5,000,000 in the aggregate.

(c) Business Automobile Liability Insurance: Business automobile liability insurance or equivalent form with a limit of not less than $1,000,000 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

At Customer's request, Zuercher shall provide properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days prior written notice to Customer.

5.0   Indemnification and Limitation of Liability

Zuercher shall indemnify, defend and hold harmless Customer 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 Zuercher, its employees, agents, contractors, or any subcontractor as a result of Zuercher's or any subcontractor's performance pursuant to this Agreement; however, Zuercher shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, 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 Customer, or its employees, agents or contractors, Zuercher's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

Notwithstanding the foregoing, the aggregate liability of Zuercher for any reason and upon any cause of action of claim, including, without limitation, Zuercher's obligation to indemnify and hold harmless under this agreement, shall be limited to direct damages which shall not exceed (i) the amount of the fees paid for the portion of the System giving rise to such claims in the aggregate, including, without limitation, breach of contract, breach of warranty, indemnity, negligence, strict liability, misrepresentations, and other torts; or (ii) for claims arising under annual maintenance, the amount of the maintenance fees paid for the term in which the claim arises.

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

6.0   Termination

6.1   By Zuercher for Cause

In addition to various other express rights of Zuercher to terminate this Agreement set forth herein, Zuercher shall also have the right to terminate this Agreement upon thirty (30) day's prior written notice and cancel any unfulfilled portion of it by written notice to Customer due to Customer's failure to comply with any material terms or conditions of this Agreement, or in other cases if: (i) Customer becomes bankrupt or insolvent or enters into any arrangement or composition with its creditors or if a receiver is appointed to direct the business of Customer, or (ii) Customer sells or assigns its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer or assets, sale of stock, operation of law or otherwise, without the express written permission of Zuercher or (iii) upon Customer's breach of the License or confidentiality and nondisclosure provisions contained herein, or (iv) upon a violation of Zuercher's proprietary rights hereunder. The termination of this Agreement shall automatically terminate and extinguish the License.

Zuercher may exercise any rights available to it under Missouri state law to terminate for cause upon the failure of Customer to comply with the terms and conditions of this Agreement; provided that Zuercher shall give Customer written notice specifying Customer's failure and a reasonable opportunity for Customer to cure the defect.

6.1.1   *Additional Agency Term*

Zuercher may also immediately terminate this Agreement if an additional "SOFTWARE LICENSE AND SERVICE AGREEMENT" is not in full force and effect between Zuercher and Excelsior Springs Police. If termination of this Agreement occurs for this reason, Zuercher will work in good faith with Customer to develop and negotiate a new contract.

6.2   By Customer for Cause

Customer may terminate this Agreement for cause based upon the failure of Zuercher to comply with any material terms and/or conditions of the Agreement, provided that Customer shall give Zuercher thirty (30) days' written notice specifying Zuercher's failure. If within thirty (30) days after receipt of such notice, Zuercher shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Customer may, at its option, place Zuercher in default and the Agreement shall terminate on the date specified in such notice.

6.3   Termination without Cause

Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. If Customer terminates without cause pursuant to this Section 6.3, Zuercher shall be paid for all fees and expenses earned up to the date of such termination. All provisions hereof relating to Zuercher's proprietary rights, confidentiality, and non-disclosure shall survive the termination or expiration of this Agreement. Any non-disputed fees due as per *Exhibit C: Payment Schedule* for work completed prior to termination shall still be paid by Customer. In the event of termination of this

Agreement prior to implementation of the Zuercher Software, or termination due to Customer's breach of Zuercher's intellectual property rights, the license to the Zuercher Software granted under this Agreement shall also terminate and Customer shall remove all Zuercher Software from its computer system and at Zuercher's direction, either return or destroy the Software and its associated Documentation.

7.0   Customer Responsibilities

Customer shall provide one primary Project Manager to be the main point of contact for Zuercher. Duties of the Project Manager are outlined in *Exhibit A: Statement of Work.*

8.0   Miscellaneous

8.1   Force Majeure

Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control. Performance times shall be extended via agreement by the parties.

8.2   Governing Law

This Agreement and performance hereunder shall be governed by the law of the State of Missouri, without giving effect to the principles of conflict of law of such state or international treaties.

8.3   Forum Selection

The Parties hereby submit to the exclusive jurisdiction and venue of Missouri state, or federal courts with respect to any action between the Parties relating to this Agreement.

8.4   Assignment

This Agreement shall apply to, inure to the benefit of, and be binding upon the Parties hereto and upon their permitted successors in interest and permitted assigns. Customer may not assign, without the prior written consent of Zuercher, which consent shall not be unreasonably withheld, Customer's rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

8.5   Notice

Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt hereof; (ii) if mailed, 7 days after deposit in the U.S. mails, postage prepaid, certified mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth on the first page hereof.

8.6   Survival

All provisions of this Agreement relating to proprietary rights, confidentiality, non-disclosure and to payment of fees by Customer shall survive the termination of this Agreement.

8.7   No Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

8.8   Enforceability

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

8.9   Remedies

Unless otherwise specified herein, the rights and remedies of the Parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available at law or in equity.

8.10   Headings

The headings of the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

8.11   No Third-Party Beneficiaries

The Parties agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, and that there are no third-party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

8.12   Limitation of Actions

No action, regardless of form, arising out of or relating to this Agreement or the subject matter hereof may be brought by either party more than two (2) years after the cause of action has initially arisen, with the exception of either Party's breach of its confidentiality or non-disclosure obligations herein or Customer's violation of Zuercher's proprietary rights in the Software or any other software owned or licensed by Zuercher.

8.13   Taxes

Customer shall, in addition to the payments required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transactions contemplated hereby, excluding, however, income taxes on net profits which may be levied against Zuercher. Customer shall reimburse Zuercher for the amount of any such taxes or duties paid or accrued directly by Zuercher as a result of this transaction. If Customer is a tax-exempt organization, Customer will provide Zuercher with documentation required by the taxing authority to support such exemption at the time of Execution of this Agreement.

8.14   Non-Discrimination

Zuercher agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights

Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Zuercher agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Zuercher agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by Zuercher, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.

8.15 Change Orders

Change orders and out-of-scope work will be defined by written agreement.

8.16 Entire Agreement

This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.

This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.

9.0 Definitions

(a) **Documentation**: All written, electronic, or recorded end user and system administrator documentation and functional descriptions therein that describe the uses, features, and functional capabilities of the System, and that are published or provided to Customer by Zuercher.

(b) **Executable Object Code**: Software code which has been compiled for use by the computer and is no longer directly readable or modifiable by humans.

(c) **Execution of Agreement**: Date Agreement is signed by all enumerated Parties.

(d) **Hardware**: All hardware, equipment, and other tangible non-Software items supplied to Customer by Zuercher under this Agreement.

(e) **Go Live**: The use of the System as a live, non-test-bed system. This can be exhibited by events such as the completion of the first real-world booking, the taking of the first real-world call for service, the entry of the first real-world case report, or a similar event dealing with real-world use.

(f) **Software**: Any computer programs in object code form and any updates, enhancements, modifications, revisions, additions, replacements or conversions thereof owned by Zuercher and set forth or identified in *Exhibit B: Pricing Detail* or subsequently licensed to Customer.

Software specifically excludes any Third-Party Software.

(g) **Server Hardware**: All hardware, equipment, and other tangible non-Software items supplied to Customer by Zuercher under this Agreement listed as "Server Hardware" in *Exhibit B: Pricing Detail*.

(h) **Services**: All project management, training, data conversion, and other services to be provided by Zuercher under this Agreement.

(i) **SSH**: Secure Shell. A cryptographic protocol for securing data which it transmitted over an insecure network.

(j) **System**: The collective whole of all Software, Hardware, and Services to be purchased, developed, licensed, supplied, installed, configured, or implemented by Zuercher under this Agreement.

(k) **Third-Party Software**: Any software to be supplied by Zuercher under this agreement that is purchased or licensed from any source external to Zuercher for use with or integration into the System.

Gladstone Public Safety Department

Zuercher Suite Contract

ZUΞRCHER

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

Gladstone Public Safety Department

Signer's Name: _____ Scott Wimyason

Signer's Title: _City Manager_

_____   _9/11/19_
Signature   Date

Zuercher Technologies, LLC

Signer's Name: KEVIN T. PRICE

Signer's Title: CORPORATE COUNSEL

_____   _9/16/19_
Signature   Date

Exhibit A: Statement of Work

Zuercher will provide Software, Hardware and Services substantially similar to those outlined below, in the quantities specified in *Exhibit B: Pricing Detail*. Successful implementation and use of the software, hardware and services outlined herein are dependent upon the following: 1) the Zuercher "SOFTWARE LICENSE AND SERVICE AGREEMENT" remaining in good standing with Excelsior Springs Police Department (hereinafter referred to as "Primary Agency"); and 2) Customer maintaining access and permission to use the Zuercher System purchased by Primary Agency.

1.0   Software

The software detailed in the following sections includes, but is not limited to, the listed functionality.

Pro Suite Base	• Operating system software • Database software • Master name index • Master address index • Master vehicle index	• Secure intra-Customer messaging • Configurable dashboard • Web address links • No duplicate data entry • Authentication
Administration (Core)	• Equipment • Fleet Management • Inventory Management • Purchase Requisitions	• Service Dogs • Policy Manual • Full audit trail • Custom Forms
Administration – Agency Site License	• Allows Customer to access and use Primary Agency's Zuercher Administration system	

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Primary Agency.

CAD (Core)	• Command-line entry • Bulletins • Configurable CAD Windows • Inactivity Alarms • Rip and Run • Full audit trail	• Command Log • Triple I • Custom CAD Commands • Unit Alarms • ANI/ALI

CAD (Advanced)	• Alarm Billing	• NCIC Automation
	• Alarm Calls	• Basic Paging
	• Nurse Calls	• Run Cards and Unit Recommendation
	• Scheduled and Recurring Scheduled Calls	• Unit Specialties
	• Tow Calls	• Web windows
	• Custom Forms	• Caller Location Query (CLQ) Subscription Service

CAD – Agency Site License	• Allows Customer to access and use Primary Agency's Zuercher CAD System

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Primary Agency.

Mapping (Core) – Server Based	• Command-line entry	• Active calls for service
	• Drag and drop commands	• Call for service click-through
	• Visual status alerts	• Custom map markers
	• User-configurable map layers	• Address verification
	• GIS functions with map window closed	• Faster map functions (compared with non-server version)
	• Quickest path unit recommendation	• Required for 15 or more AVL units

Mapping – Agency Site License	• Allows Customer to access and use Primary Agency's Zuercher CAD System

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Primary Agency.

Mapping AVL	• Vehicle locations on map	• Call for service integration

| **Mapping AVL – Agency Site License** | • Allows Customer to access and use Primary Agency's Zuercher CAD System | | |

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Primary Agency.

| **Mapping AVL Playback** | • Displays on the map | • Print or export playback data |
| | • View by time, by unit, by CFS | |

| **Mapping AVL Playback – Agency Site License** | • Allows Customer to access and use Primary Agency's Zuercher CAD System | |

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Primary Agency.

Jail (Short Term Holding Only)	• Booking and Release Wizard	• Inmate Property
	• Cell Occupancy Log	• Victim Notification
	• Activities	• Visitor logging
	• Basic Bank	• Jail Log
	• Issued Property	• Shift Log
	• Medicine	• Full audit trail

| **Jail (Short Term Holding Only) – Agency Site License** | • Allows Customer to access and use Primary Agency's Zuercher CAD System | |

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Primary Agency.

| **Mobile Core** | • Grants access to the Zuercher Mobile application | |

| **Mobile AVL** | • Vehicles shown on map | • Call for service integration |

Mobile CAD	- User-configurable layouts - Day/Night mode - Instant messaging	- Silent dispatch - Bulletins/BOLOS - NCIC queries
Mobile eCitations	- Off-line operation - Driver's license and vehicle registration scanning - Case report association - Automated NCIC driver's license and registration queries	- Prefill from NCIC return (for agency State only) - Paper ticket creation and printing
Mobile Mapping	- Active calls for service - Map Markers - Visual status alerts	- User configurable map layers - Route from current location to CFS location
Mobile Records	- Cases - Warrants	Master index access (including mug shots and alerts)
Personnel (Core)	Personnel Log	Full audit trail
Personnel – Agency Site Licenses	Allows agencies named herein to access and use Customer's Zuercher Administration system	Allows Customer to access and use Primary Agency's Zuercher Records system

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agency.

Records (Core)	- Case Reports - NIBRS/UCR Submission - Master Record Notes - Protection Orders - Warrants - Juvenile Referral List	- Pawn Property - Pistol Permits - Sex Offenders - Full audit trail

Records (Advanced)	• Field Identifications	• Tow Calls
	• Expungement	• Bicycle Registrations
	• Intelligence Cases	• Parking Tickets
	• Investigative Leads	• Custom Forms
	• Form Requirements	

Records – Agency Site License	• Allows Customer to access and use Primary Agency's Zuercher CAD System	

Note: Workflow and personnel related items are configurable by agency. All other configuration must be agreed upon between Customer and Primary Agency.

Field Ops	• CJIS compliant mobile device app	• Real-time CFS data access
	• Integrated photo and audio capture tools	• Uses existing Zuercher Suite user credentials

Community Data Platform (CDP)	• Search engine for Zuercher Suite CAD and RMS Data	• State-wide data sharing
	• Up to 10 concurrent users supported	

1.1   Interfaces

All costs related to Zuercher's implementation of the following interfaces is represented in *Exhibit B: Pricing Detail*. Any third-party costs or charges incurred related to the implementation of the following interfaces will be the responsibility of Customer.

Any interfaces that cannot be deployed as part of System go-live due to Customer or a third-party vendor not being ready for deployment shall not delay System Acceptance.

Customer shall not allow any party, other than Zuercher, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the Zuercher Documentation.

Zuercher backend server software is wholly managed by Zuercher and the Customer shall not attempt to access it, except as provided in the Zuercher Documentation. Customer shall not cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

Refer to *Exhibit A: Statement of Work: 3.2 Implementation Process* overview for interface implementation information.

Standard Interfaces

The following are sold as standard interfaces. There will be no software modifications or changes to these standard interfaces:

1.1.1   *CAD – Basic Paging Interface (SMTP/Email) (Export)*
This is a one-way interface from Zuercher CAD. Pages are sent via email and/or SMS from Zuercher CAD. Zuercher enables the paging functionality in CAD.

Customer is responsible for configuring paging groups, templates, and trigger events for this interface.

1.1.2   *CAD – E911 (ANI/ALI) Interface (Import)*
This is a one-way interface from the 911 service provider to Zuercher CAD. It prepopulates calls for service by parsing raw spill data from the 911 service and importing it.

Customer is responsible for ensuring that:

   (a) 911 service provider sets up the serial connection from the 911 controller to Zuercher CAD.

   (b) 911 spill data can be pushed to Zuercher CAD at a decided upon frequency.

   (c) ALI data meets NENA standards

1.1.3   *CAD – ESO Solutions Interface (Export)*
This is a one-way interface from Zuercher CAD to the ESO medical/EMS/FRMS system. When triggered, qualifying information from CAD will be automatically exported to the ESO's SOAP-based web service. Exported CAD data includes: address, case number, responding agencies, and applicable agency unit times (alarm, enroute, on scene, and cleared*.)

*This interface will support multiple exports during a CFS (i.e. dispatch, enroute, on scene, and available

times).

1.1.4   CAD – Rip and Run Interface (Fax/Email)
This is a one-way interface from Zuercher CAD to fax and email services. Completed Calls for Service (CFS) from CAD are output (printed) to the services. Zuercher provides the connection from Zuercher Suite to the SMTP server.

Customer will provide Zuercher with SMTP information for setup and will manage all user configurations.

1.1.5   Records – MO Crime Reporting (MIBRS) Interface
This is a one-way interface from Zuercher Records to Missouri NIBRS. Customer is able to select cases in Zuercher Records and manually export those cases to a text file on the local file system. From there, Customer provides the file to the state system. Zuercher creates functionality to support the text file export from Zuercher Records.

1.1.6   Records – MO JIS eCitations Interface (Export)
This is a one-way interface from Zuercher Records to the Office of State Courts Administrator (OSCA). Users create eCitations within Zuercher eCitations. Users then review and validate the eCitation information and import it into Records. Upon import, Records validates the information on the eCitations report against state-defined requirements. Records then allows users to export eCitations as XML files to the OSCA web service. The web service will import these files and automatically create or update the appropriate eCitation record within that system. If any errors are returned from exporting the eCitation, Records displays the error(s) to the user for correction and re-submission of the data.

Zuercher is responsible for exporting the accident report data to the web service and the OSCA is responsible for hosting the web service.

1.1.7   Zuercher Suite – Additional Agency MULES/NCIC Interface
This interface allows for additional agencies on the same system, other than Customer, to access and use the NCIC functionality described in Excelsior Springs Police Department's Software License and Service Agreement.

1.1.8   Zuercher Suite – Time Synchronization Interface
This is a one-way interface that uses NTP to keep all Zuercher server's clocks in sync.

1.2   Data Conversion

Zuercher will provide data conversion services for Customer's current GIS map data and from Customer's current software database vendors to Zuercher software. The contents of the data conversion will be determined by the Data Conversion Specification and GIS Specification documents.

Zuercher was not provided a data sample of Customer's current data sources requiring conversion. Therefore, Zuercher is unable to accurately estimate the level and scope of effort associated with the data conversion. Once provided a data sample, Zuercher will discuss with Customer any changes to the scope or price of this implementation.

The listed data conversion services and their associated costs are based on Zuercher's understanding of Customer's needs and current system. Any modules not explicitly listed in this section are not a part of

the current project scope and will not be included in implementation. If additional module conversions are required, each one will come at an additional cost based on the scope of the work required for each.

Customer shall work with its existing vendors to obtain unencrypted data for conversion in one of the following compatible formats:

    (a)   MS SQL .bak files with database version and credential information

    (b)   MySQL .dump or .sql files with database version and credential information

    (c)   PostgreSQL .sql files with database version and credential information

    (d)   MS Access 2003 or newer .mdb files

    (e)   CSV files with column headers and relationship mapping documentation

    (f)   Oracle 10g or newer backup files

1.2.1 *LogiSYS CAD*

Data will be converted into the Zuercher CAD module from the LogiSYS database and data will be provided in one of the formats listed above.

1.2.2 *LogiSYS Records*

Data will be converted into the Zuercher Records module from the LogiSYS database and data will be provided in one of the formats listed above.

1.2.3 *One-time GIS Data Set Up*

In Zuercher's efforts to make sure that Customer-supplied GIS data is working to the best of its abilities, Zuercher will run a series of tests to ensure that the GIS data is ready for first installation. In addition, the data will be set up with the proper configuration and loaded into an ArcGIS map document that is required for the software to operate. Address locator and network dataset files will be created and updated for proper geocoding and routing abilities.

A thorough GIS data review by Customer is imperative for an effective and organized Zuercher software Go Live.

Zuercher cannot make any guarantees for the spatial nor the tabular accuracy of Customer-supplied GIS data as it pertains to geocoding results, routing, and searching. Customer understands that there are several steps involved to make the GIS data sufficiently perform the abovementioned functions. If Customer is unable to make these corrections on its end, a GIS data contract can be set up with Zuercher to ensure the data is built according to the desired specifications.

Zuercher will apply one (1) GIS update per month to the Customer's map as part of this contract.

2.0   Customer Hardware, Network and Power Requirements

Zuercher is not responsible for physical installation of the computer hardware required for operating Zuercher Software. Zuercher is not responsible for networking any hardware.

Unless otherwise specified, Customer will be responsible for providing the following to meet the hardware, network and power requirements for the System.

ZU≡RCHER

2.1   Server Hardware

1. Customer is responsible for maintaining permission and access to servers located at Primary Agency.

1. One (1) rack-mount server will be purchased by Customer as part of this agreement.

2. One (1) Zuercher Suite server will be configured as follows:

   (a) One (1) Warm Standby server with Lantronix remote access device

3. The Warm Standby server will be installed at Gladstone Public Safety Department.

4. Six and one-half (6.5) inches of rack space is required at the standby server location for one (1) Zuercher Suite Standby rack-mounted server (3.5") and one (1) Lantronix remote access device (3.0").

2.2   Standby Server Network Requirements

1. Four (4) open Ethernet cables and ports to be used by the one (1) Zuercher Suite Warm Standby rack-mounted server and one (1) Lantronix remote access device.

2. Static IP addresses that includes five (5) for the Zuercher Suite Warm Standby rack-mounted server and one (1) for the Lantronix remote access device.

3. Network access that maintains low-latency and high bandwidth that includes a Virtual Private Network (VPN) to support remote users per the requirements that are set forth in the *Network Requirement Specifications* and *Server Requirement Specification* documents provided by Zuercher.

2.3   Standby Server Power Requirements

1. One (1) uninterrupted power supply (UPS) that support 1000 watts.

2. Power supply that will handle dual 720 watts for one (1) Zuercher Suite Standby rack-mounted server, and one (1) Lantronix remote access device.

3. Server cooling that will ensure the appropriate temperatures for one (1) Zuercher Suite Standby rack-mounted server and one (1) Lantronix remote access device.

2.4   Peripheral Hardware

2.4.1   *Jail – Mugshot Camera Package*
This contract will provide for one (1) mugshot camera package that will include one (1) Canon EOS Rebel Body, one (1) EF-S 38-55mm lens, one (1) strap, one (1) video cable, one (1) USB interface cable, one (1) battery pack, one (1) battery charger, one (1) Canon AC Adapter Kit, and one (1) InPhoto ID SLR license.

2.4.2   *Jail – Electronic Signature Pad (Topaz)*
This contract will provide for one (1) electronic signature pad package that will include one (1) SignatureGem LCD 1x5 pad with attached pen and one (1) USB cord.

2.4.3 *Mobile – GPS Receiver (Garmin)*
This contract will provide for twelve (12) GPS receivers. These GPS receivers are the Garmin 18x USB model.

2.4.4 *Records – Property & Evidence Barcode Scanner and Printer Package (Wasp)*
This contract will provide for one (1) property and evidence barcode scanner and printer package that will include one (1) wireless Wasp WWS550i barcode scanner, one (1) Wasp WPL305 label printer, and four (4) rolls of labels.

2.4.5 *Records – Electronic Signature Pad (Topaz)*
This contract will provide for one (1) electronic signature pad package that will include one (1) SignatureGem LCD 1x5 pad with attached pen and one (1) USB cord.

3.0 Services

3.1 Project Management

3.1.1 *Customer Project Manager*
Customer shall provide one primary Project Manager to be the main point of contact for Zuercher.

A single, dedicated Project Manager will be assigned to manage the project for all Customers included in this installation.

Customer will identify a Zuercher Build Team. With assistance from Zuercher Implementation Analysts, Customer's Build Team is responsible for the configuration of Zuercher software. The Build Team should expect to devote 10-20% of each week of implementation to Zuercher configuration work.

Customer's Project Manager and Build Team will work within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday) to enable mutual availability to work with Zuercher on configuration and project activities.

Customer's Dedicated Project Manager

3.1.1.1 Customer's Dedicated Project Manager Responsibilities
1. Have the authority to speak for Customer from a project perspective.

2. Designate people responsible for specific roles as needed, examples below:

    (a) Module Subject Matter Experts (SMEs)

    (b) Hardware Project Manager

    (c) Zuercher Build Team Members

    (d) Data Conversion Review Team Members

    (e) Interface points of contact at Customer (assigned per interface)

3. Involve Customer decision makers when needed

4. Escalate issues to the Zuercher project manager

5. Eliminate roadblocks for completing project on schedule

6. Sign various project documents and ensuring signoff documents and deliverables are provided to Zuercher project manager in a timely manner

7. Organize training schedules, training rooms, and training equipment

8. Provide real world scenarios for testing and review

3.1.2 Zuercher Project Manager and Project Team

From the start of the project, a Zuercher project manager will work with Customer as the single point of contact for implementation of the Zuercher Suite system. The project manager will develop and manage the implementation schedule and will coordinate with Customer to keep the project on track and on schedule. The project manager will conduct weekly status meetings to provide Customer with project updates.

The Zuercher project team, under the direction of the project manager, will visit pertinent areas of Customer and will meet with key Customer personnel to understand Customer's operational needs and business rules. Team members will observe Customer's daily operations first-hand and use that information to identify how the Zuercher Suite system would best be configured to match and enhance Customer's workflows. The project team will train Customer system administrators on configuration options and code table setup.

3.2 Implementation Process Overview

Zuercher uses a multi-phase approach to ensure a successful implementation for each Customer. Trained and experienced members of the Zuercher implementation team move through the process with Customers to ensure successful outcomes. Timelines will be discussed with Customer's project manager and will be mutually agreed upon to ensure a successful Go Live.

3.2.1 Kickoff Meeting

Upon contract signature, a kickoff meeting is scheduled to initiate the implementation process, setting up a statement of work, server installations and scheduling the Business Practice Review (BPR).

3.2.2 Business Practice Review

During this meeting, the Zuercher project team works with Customer's build team and will demo Zuercher Suite modules and guide the agency on their configuration tasks.

3.2.2.1 Configuration

Customer plays a large part in the configuration and setup of the final system. Configuration of Zuercher software is guided by Business Analysts, via in-person or remote online sessions, but is considered a Customer responsibility to complete.

3.2.2.2 Data Conversion and GIS Data Conversion

Data not contained in systems listed in *Exhibit A: Statement 1.2 Conversion* will not be converted. Code tables, data mapping, and other system configuration will be entered by Customer with the assistance of a Zuercher Business Analyst. Code tables will not be part of the converted data.

A major part of data conversion is review of data that has been converted to Zuercher software.

Customer plays a key role in this data review.

A thorough data conversion review by Customer is imperative for an effective and organized Zuercher software Go Live. Customer should expect to devote 10-20% of each week of the data conversion process to Zuercher configuration work. Each module converted will require participation of SMEs.

See *Exhibit A: Statement of Work: 1.2.3 GIS Data Conversion* for information regarding the GIS data conversion process.

3.2.2.3 Interfaces

See *Exhibit A: Statement of Work: 1.1 Interfaces* for a list of included interfaces.

Customer tasks related to interfaces will start immediately after the initial Zuercher kickoff meeting. Customer will set up conference calls with Zuercher and each interface vendor within two weeks of contract signing or one week of kickoff call. Interfaces to and from Zuercher software are created and tested internally before being available for Customer testing.

Customer is responsible for initiating and facilitating the relationship(s) between Zuercher and the third-party interface vendor(s).

Zuercher software interface specifications must be clearly defined in the Interface One Sheet or Interface Specifications Document. If applicable, each interface will be thoroughly tested by Customer before Go Live.

3.2.3   *Final System Review*

Throughout the project, implementation analysts from Zuercher will schedule sessions with Customer's Build Team and end users to review any questions or concerns.

3.2.4   *Train-the-Trainer and/or End User Training*

Zuercher offers several options for end user training. All of the training options provide hands-on use of the software with real-world examples. Class sizes are limited to ensure that each individual has sufficient time to practice using the system. When the go live date arrives, users are well-prepared to begin using the new software.

3.2.5   *Go Live*

Zuercher provides on-site and/or remote support the day that the new system goes live. Any questions that arise are addressed immediately by the team, ensuring that the first day(s) using the new system goes smoothly.

3.3   Training and Go Live Support

3.3.1   *Training*

Zuercher staff will provide for on-site or remote training.

The number of days specified for 'on-site' services herein may include travel days in addition to actual days on site at Customer's location(s). Zuercher will make a good faith effort to minimize the travel time which is necessary for a project by working with Customer to most efficiently plan and schedule the delivery of on-site services.

3.3.1.1 System Configuration and Training
The first portion of training will be performed by the Zuercher project team. Team members will train and guide Customer's Build Team in configuring the Zuercher Suite system, setting up and maintaining code tables, managing users and user rights, among other options. Through Zuercher-guided configuration of the system, the Build Team becomes well versed in the Zuercher software system administration.

3.3.1.2 Train-the-Trainer and/or End User Training
Trainers will conduct detailed courses for each of Customer's user groups (such as dispatchers or officers). The content of each course will be tailored to the features and functionality in Zuercher software that each group needs to know and use.

3.3.1.3 Refresher Training
Zuercher will provide follow-up training (after successful implementation) to refresh existing personnel on best practices with regard to using Zuercher Suite.

3.3.2 *Training Resources*
Training will be scheduled within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday).

The training facilities and equipment will be provided by Customer based on the following:

3.3.2.1 Trainer Resources
1. One (1) computer with a network connection

2. Most recent Zuercher Suite version installed and tested (includes login)

3. Two (2) projectors and two (2) screens set up and tested

4. One (1) podium or desk for trainer

3.3.2.2 Trainee Resources
1. Five (5) to ten (10) computers with network connections two (2) monitors required (three (3) monitors are suggested)

2. One (1) supervisor will attend every class to address policy questions

3. No more than ten (10) trainees in each class

4. Most recent Zuercher Suite version installed and tested (includes login)

5. All third-party devices (i.e., printers, scanners, barcode reader, mugshot camera) connected and tested

3.3.3 *Go Live Support*
Zuercher staff will assist users with questions that arise during Go Live and will reinforce skills learned during the training sessions. Zuercher staff will be on site or remote for Go Live.

Exhibit B: Pricing Detail

Software and Servers	Comments	Unit	Qty	Price		Total
Zuercher Suite Warm Standby Server (Physical Server, OS, DBMS, Installation & Testing)	Includes up to 4TB of disk.		1	$	16,214	$ 16,214
Esri Analyst License (Esri ArcGIS Network Analyst for Server)			1	$	5,000	$ 5,000
Administration Core (Agency Site License)	Gladstone PD	Per Agency	1	$	1,470	$ 1,470
CAD Core			1	$	15,000	$ 15,000
CAD Core (Agency Site License)	Gladstone PD	Per Agency	1	$	11,250	$ 11,250
CAD Advanced (Agency Site License)	Gladstone PD	Per Agency	1	$	3,750	$ 3,750
CAD Core (Seat License) for Backup/Supervisor/Part-Time Workstations	Gladstone PD	Per Seat	1		Included	Included
CAD Advanced (Seat License) for Backup/Supervisor/Part-Time Workstations	Gladstone PD	Per Seat	1		Included	Included
CAD - Basic Paging (SMTP/Email) Interface			1		Included	Included
CAD - E911 (ANI/ALI) Interface			1		Included	Included
CAD - ESO Solutions Interface (Export)	Gladstone FD		1	$	5,500	$ 5,500
CAD - Rip and Run (Fax/Email) Interface			1		Included	Included
Mapping Core			1	$	10,000	$ 10,000
Mapping Core (Agency Site License) for Full-Time CAD Workstations	Gladstone PD	Per Agency	1	$	5,000	$ 5,000
Mapping Core (Seat License) for Backup/Supervisor/Part-Time Workstations	Gladstone PD	Per Seat	1	$	750	$ 750
Mapping AVL (Agency Site License) for Full-Time CAD Workstations	Gladstone PD	Per Agency	1	$	6,000	$ 6,000
Mapping AVL (Seat License) for Backup/Supervisor/Part-Time Workstations	Gladstone PD	Per Seat	1	$	350	$ 350
Mapping AVL Playback (Agency Site License) for Full-Time CAD Workstations	Gladstone PD	Per Agency	1	$	4,000	$ 4,000
Jail Short Term Holding Only			1	$	10,000	$ 10,000
Jail Short Term Holding Only (Agency Site License)	Gladstone PD	Per Agency	1	$	525	$ 525
Mobile AVL	Gladstone PD	Per Unit	12	$	200	$ 2,400
Mobile CAD	Gladstone PD	Per Unit	12	$	450	$ 5,400
Mobile eCitations	Gladstone PD	Per Unit	12	$	350	$ 4,200
Mobile Mapping	Gladstone PD	Per Unit	12	$	550	$ 6,600
Mobile NCIC	Gladstone PD	Per Unit	12		Included	Included
Mobile Records	Gladstone PD	Per Unit	12	$	950	$ 11,400
Personnel Core (Agency Site License)	Gladstone PD	Per Agency	1		Included	Included
Personnel Core (Agency Site License)	Gladstone FD	Per Agency	1		Included	Included
Records Core (Agency Site License)	Gladstone PD	Per Agency	1	$	12,600	$ 12,600
Records Advanced (Agency Site License)	Gladstone PD	Per Agency	1	$	4,200	$ 4,200
Records eCitations			1	$	5,000	$ 5,000
Records - MO Crime Reporting (MIBRS) Interface			1		Included	Included
Records - MO JIS eCitations Interface (Export)			1	$	9,000	$ 9,000

			Qty	Price		Total
Zuercher Suite - Additional Agency MULES/NCIC	Gladstone PD		1	$ 2,500	$	2,500
Zuercher Suite - Time Synchronization Interface			1	Included		Included
Software and Servers Pre-Discount Subtotal					$	158,109
Software and Servers Discount					$	(30,491)
Software and Servers Total					$	127,618

Subscriptions	Comments	Unit	Qty	Price		Total
CAD - CLQ Location and Image Retrieval Subscription Core (up to 1,000 messages per month)			1	$ 3,000	$	3,000
CAD - CLQ Location and Image Retrieval Subscription Core (Agency Site License)	Gladstone PD	Per Agency	1	$ 1,000	$	1,000
Field Ops Subscription (for Zuercher Mobile users)	Gladstone PD	Per User	6	$ 120	$	720
Field Ops Subscription	Gladstone FD	Per User	6	$ 360	$	2,160
Community Data Platform Subscription	Gladstone PD	Per Agency	1	Included		Included
Subscriptions Total					$	6,880

Peripheral Hardware	Comments	Unit	Qty	Price		Total
Jail - Mugshot Camera Package (Canon EOS Rebel)	Gladstone PD		1	$ 1,396	$	1,396
Jail - Electronic Signature Pad (Topaz)	Gladstone PD		1	$ 403	$	403
Mobile - GPS Receiver (Garmin)	Gladstone PD		12	$ 89	$	1,068
Records - Property & Evidence Barcode Scanner and Printer Package (Wasp)	Gladstone PD		1	$ 871	$	871
Records - Electronic Signature Pad (Topaz)	Gladstone PD		1	$ 403	$	403
Peripheral Hardware Total					$	4,141

Services	Comments	Unit	Qty	Price		Total
Project Manager		Per Project	1	$ 18,420	$	18,420
Configuration and Business Process Review (BPR) *1 round-trip anticipated*		Per Project	1	$ 8,080	$	8,080
Training - Administration - CAD - Jail - Mobile - Records *2 round-trips anticipated*		Per Project	1	$ 12,384	$	12,384
Go Live Support *2 round-trips anticipated*		Per Project	1	$ 10,198	$	10,198
Mapping - One-time GIS Data Set Up			1	$ 4,500	$	4,500
Data Conversion	LogiSYS CAD (GPD)	Per Module	1	$ 7,500	$	7,500
Data Conversion	LogiSYS RMS (GPD)	Per Module	1	$ 12,500	$	12,500
Services Total					$	73,581

TOTALS						
Software and Servers Total					$	127,618
Subscriptions Total					$	6,880
Peripheral Hardware Total					$	4,141
Services Total					$	73,581
TOTAL					$	212,221
Recurring (Subscriptions & Maintenance)						
Subscriptions (Year 1)			1			Prepaid
Subscriptions (Year 2)			1		$	7,224
Subscriptions (Year 3)			1		$	7,585
Subscriptions (Year 4)			1		$	7,964
Subscriptions (Year 5)			1		$	8,363
Maintenance & Support (Year 1)			1			Included
Maintenance & Support (Year 2)			1		$	26,552
Maintenance & Support (Year 3)			1		$	27,614
Maintenance & Support (Year 4)			1		$	28,719
Maintenance & Support (Year 5)			1		$	29,867
Taxes are not included in the pricing.						

Exhibit C: Payment Schedule

The total amount of this contract is $212,221.

The amounts due under this contract are as follows:

Upon contract execution	50%	$106,110.50
Completion of BPR	30%	$63,666.30
Go Live	20%	$42,444.20

Commencing one year after the System reaches "Go Live," an annual subscription fee of $7,224 and an annual maintenance fee of $26,552 will be due. The annual maintenance fee shall increase by 4% each year until year six (6), when the annual maintenance fee will increase by 5% each year thereafter.

These amounts do not include any taxes. See Agreement section _8.13 Taxes_ for more information.

Exhibit D: Maintenance Agreement

1.0   Term

The initial term of annual Maintenance under this Exhibit D begins on the date of Go Live and ends twelve (12) months thereafter. The fee for the initial term is included as a line item in the pricing set forth in *Exhibit B: Pricing Detail*. Maintenance is renewable on an annual basis upon payment of the applicable maintenance and support fee. Zuercher will invoice Customer prior to the end of each annual maintenance term.

2.0   Software Updates

While this Agreement has not expired, Zuercher will maintain the Software by providing software updates and enhancements to Customer. All software updates provided to Customer by Zuercher pursuant to the terms of this Agreement shall be subject to the terms and conditions of Section 2.0 License of this Agreement.

At a time mutually acceptable to both parties, Zuercher will install software updates remotely.

2.1   Included Updates

Updates will be provided on an as-available basis and include the items listed below:

1. Bug fixes;
2. Enhancements to products licensed by Customer under this Agreement;

2.2   Not-Included Updates

Updates do not include:

1. Platform extensions including product extensions to different hardware platforms, different windowing system platforms, or different operating system platforms
2. New functions such as new modules, components, products, or applications.

3.0   Support

3.1   General Support

Zuercher shall provide phone and email support for the Software licensed under this agreement and shall maintain a support center database to track any reported issues. No support will be provided for Software more than two versions back from the most recently released version.

Support does not include custom programming services or training.

Support is available 24 hours a day, seven days a week for Zuercher Suite customers.

3.2   GIS Support

3.2.1   *One-time GIS Data Set UP*

Zuercher will apply one (1) GIS update per month as part of this contract to the Customer's map. The

update includes conversion of submitted data to Zuercher Suite standard and addition or removal of map layers.

3.3   Server Hardware Maintenance

Zuercher will maintain the Server Hardware necessary to host the Software. This does not include any Hardware except Server Hardware.

3.4   Customer Responsibilities

3.4.1   *Access to Premises*
Customer shall provide Zuercher with reasonable and timely access to the sites and personnel necessary for Zuercher to perform its obligations under this Agreement.

3.4.2   *Zuercher Server Access*
Customer will ensure that all Zuercher Suite servers are directly network accessible to Zuercher at all times via SSH. There shall be no additional authorization or equipment required except as requested by Zuercher.

3.4.3   *System Administrator*
Customer is responsible for naming one or more System Administrators to serve as a primary point of contact between Customer and Zuercher. At least one System Administrator must be available at all times. Customer will ensure that the System Administrators possesses the appropriate technology and public safety knowledge and skills to perform this role sufficiently.

3.4.4   *Security*
Customer is responsible for providing all physical security. The customer is responsible for securing their network.

3.4.5   *System Updates*
Customer shall work in good faith to allow Zuercher to install System updates as requested by Zuercher.

COMMUNITY DATA PLATFORM MEMBERSHIP PROGRAM

Client: Gladstone Public Safety Department

Membership

A. TriTech offers qualifying Member Agencies access to IQ Search and CrimeMapping.com limited services (the Software and Services) as defined in this Agreement.

B. Clients who wish to qualify as a Member Agency must:

    a. Be a CJIS compliant Law Enforcement Agency
    b. Agree to contribute data to the Community Data Platform including:
        i. CAD
        ii. RMS Incidents
        iii. RMS Arrests
        iv. RMS Warrants
        v. RMS Master Names
    c. Agree to allow TriTech to share their data with other Member Agencies and third parties as provided in this Agreement

C. The Member Agency (also referred to herein as "Client") will receive the following benefits:

Free subscription to IQ Search for up to 10 Concurrent Users, limited to the following:			
	Your Contributed Data	Your State's Participating Agencies	National Participating Agencies
RMS Incidents			
• Quickview (Date of Occurrence, Location, Incident Type Description, Case Status, RMS Case Number, Agency)	YES	YES	
CAD Call for Service			
• QuickView	YES		

Free subscription to CrimeMapping.com
Public access to:
Radius searches of crime data from a specified location
Map-based summary of RMS Incident statistics based on crime type, description, location, agency, date
Register for alerts on RMS Incident activity within a certain radius of a location and/or crime type
Map-based citizen/public access to categorized RMS Incidents

A free 90-day trial to the national IQ Search service which includes full detailed searches.

D. The Member Agency will receive up to 10 concurrent user licenses to the Community Data Platform.

E. In consideration of the free subscription to IQ Search and CrimeMapping.com as defined above, Client understands and agrees that TriTech will process and anonymize data from

the IQ Community Data Platform (the "Aggregate Data") to provide further commercial services for its clients and third parties as described below.

F. Full search concurrent user licenses can be purchased to increase concurrent user access and search/query builder capabilities.

License

Membership includes a limited non-exclusive, non-transferable license to use the Software and Services, located on TriTech's servers, through Client's computer(s).

The Software and Services provide users an effective set of tools for conducting investigations, monitoring regional crime trends, and increasing transparency to the community.

Client is expressly prohibited from sublicensing, selling, renting, leasing, providing service bureau or timeshare services, distributing or otherwise making the Software and Services available to third parties.

Access and Passwords

A. Access to IQ Search by Client's authorized end users ("Authorized Users") will require the use of a password. Client is responsible for management and control of passwords for its end users.

B. Client acknowledges (i) that the protection of passwords issued to Authorized Users is an integral part of TriTech's security and data protection process and procedures and, (ii) that TriTech will rely on Client utilizing and maintaining proper password control obligations and procedures. In the event that Client has reasonable cause to believe that a password is being improperly used by an Authorized User or used by an unauthorized person, Client shall promptly notify TriTech. TriTech reserves the right to deactivate a compromised password immediately upon notice from Client without further notice to Client or the affected Authorized User. TriTech shall have the right, at its sole cost and expense, to utilize an independent certified accounting firm, to verify the number of passwords that have been issued for use by Authorized Users of the Client and use of these passwords within Client's organization in compliance with the terms of this Agreement.

Termination

A. This Agreement may be terminated by TriTech upon thirty (30) days' written notice due to a material breach by Client.

B. Either Party may terminate this Agreement for convenience upon thirty (30) days' written notice to the other Party.

Client Responsibilities

A. Client will assign a Client Administrator to manage end user access and passwords.

B. Client is responsible for providing hardware, operating system and browser software that meets TriTech's technical specifications, as well as providing and maintaining a fast, stable, high speed connection and remote connectivity for data contribution services as well as individual client user access.

C. Client is solely responsible for the integrity of all data and information that is provided to TriTech under this Agreement (i.e., the Client Information), including completeness,

accuracy, validity, authorization for use and integrity over time, regardless of form and format, and whether or not such data is used in conjunction with the Subscription Services.

D. Client shall not attempt to decode, disassemble, copy, transmit, transfer or otherwise reverse engineer the Services, including, without limitation, the Software.

E. Client is responsible for maintaining an active e-mail account for correspondence with TriTech.

F. Client is responsible for proper firewall maintenance allowing for data to move from their on-premise data contributing system to the applicable IQ application.

Confidentiality

A. In association with the execution of this Agreement and TriTech's participation in the use and support of the Software and Services, Client has obtained, will have access to, or will obtain confidential information regarding intellectual property of TriTech, the Software and Services and its contents, sales and marketing plans and other similar information (hereinafter referred to as "Confidential Information"). Client acknowledges that the Software and Services itself represents and embodies certain trade secrets and confidential information of TriTech. Client hereby agrees that, for itself and its shareholders, officers, directors, employees, and agents, Client shall not disclose any of TriTech's trade secrets or Confidential Information without TriTech's prior written consent for any such disclosure.

B. In association with the execution of this Agreement and the participation of TriTech in the support of the Software and Services, TriTech has obtained or will obtain confidential information of Client regarding the business of Client or its customers ("Client Information"). TriTech shall not use any Client Information except as expressly set forth in this Agreement.

C. Confidential Information of either Party shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to receiving Party on a non-confidential basis by a third party not having a confidential relationship with the other Party hereto that rightfully acquired such information; (iv) communicated to a third party by receiving Party with the express written consent of the other Party hereto; or (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, etc. to the other Party so that such Party will have the opportunity to obtain a protective order.

D. Each Party agrees to restrict access to the Confidential Information or Client Information of the other Party to those employees or agents who require access in order to use or support the Software and Services, acknowledging that certain Confidential Information or Client Information of each Party may be disclosed to Authorized Users as a necessary function of the Software and Services; and, except as otherwise provided, neither Party shall make Confidential Information or Client Information available to any other person or entity without the prior written consent of the other Party.

E. Notwithstanding the foregoing, Client understands and agrees that TriTech may transfer Client Information to a third party hosting entity for the purposes of providing the communications infrastructure, hosting services and/or related support and other operations necessary to deliver all or certain portions of the Services; provided that

TriTech, in turn, binds such third party to confidentiality and non-disclosure terms that are at least as protective of TriTech's and Client's interests as the terms stated herein. In addition, TriTech may also access and use Client Information and results or data, in a de-identified form, for data or analysis purposes (including for the purpose of preparing the Aggregate data and for crime data reporting), and may distribute the results of such analysis or data summaries to other Member Agencies or third parties provided no personally identifying information in the Client Information is disclosed. Client acknowledges that TriTech shall have no responsibility or liability for unauthorized access to or dissemination of Client Information by Authorized Users or other third parties, whether as a result of breach of data security, misappropriation or misuse of passwords or any other cause.

F. TriTech understands that Client is a political subdivision of the State of Missouri and public governmental body, as said term is defined by Section 610,010 *et seq.,* RSMo ("Sunshine Law"). Should Client receive any public records request for information provided to it under this Agreement, Client shall provide TriTech with notice of said request and the opportunity to respond to the same. Nothing in this section shall be deemed or interpreted as a violation of the Sunshine Law, to limit the Client's authority and requirement to respond to requests under the Sunshine Law or an attempt of the Client to evade the Sunshine Law.

Ownership and Rights

A. TriTech owns all rights and title in and to the Software and Services. Further, Client agrees that the Software screens and any output of the Software, excepting the Client Information, are the property of TriTech and subject to United States and other patent, copyright, trademark, trade secret and other applicable laws and treaties and Client agrees that it shall not remove, alter or obstruct any ownership or use legends that TriTech places on any such screens or output of the Services. Nothing contained in this Agreement shall be construed as granting Client any rights in or to the Software and Services (including, without limitation, the Software and output of the Services), the deliverables from the implementation or additional services or related Confidential Information, other than the right to use the Software and Services and any applicable Confidential Information of TriTech during the Term, in accordance with this Agreement.

B. Clients who elect to participate in the Membership Program contribute to a database of information utilized by members to conduct investigations, monitor regional crime trends, and increase transparency to their communities. Notwithstanding anything to the contrary herein, excluding CJIS data, or personally identifying data, Client agrees that TriTech has and retains all rights to use any data and information relating to the Software and Services that is uploaded, inputted, or otherwise submitted by Client for any commercial purposes during or after the term of this Agreement; and any information that constitutes, or results in, an improvement or other modification to the Software and Services. TriTech shall retain all rights and ownership to the Aggregate Data.

C. As between the parties, TriTech agrees that all Client Information provided to TriTech under this Agreement for TriTech's use in connection with the Software and Services is the property of Client; provided, however, TriTech shall have the right to retain Client Information in accordance with its obligations under the terms of this Agreement in the event that the return or the destruction of any Client Information is infeasible, and in any event may use and retain Client Information as provided in Section E of the "Confidentiality" section above.

D. The term "Developments" shall mean all programs, upgrades, updates or other enhancements or modifications to the Software, if any, and all Documentation or other

materials developed and/or delivered by TriTech in the course of providing technical support or otherwise, under this Agreement.

E. Client will not have the ability to copy the Client Information entered onto the Software. Rather, TriTech shall retain the physical copy of the Software, title, right and interest in and to the Software, including upgrades, updates, and/or other enhancements or modifications to the Software in any medium, including but not limited to all copyrights, patents, trade secrets, trademarks, and other proprietary rights.

F. TriTech reserves the right to provide free cloud storage only for those data items viewable as part of the Limited Search Capabilities. Additional data attached to contributions such as video, images, and other document types may induce optional storage fees for cloud retention.

Liability

A. THE SERVICES, SOFTWARE AND ANY DOCUMENTATION ARE MADE AVAILABLE FOR CLIENT'S USE "AS IS" AND EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

B. TRITECH DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE. CLIENT AGREES TO INDEMNIFY TRITECH AGAINST ANY SUCH LIABILITY TO CLIENT, REGARDING THE CLIENT'S USE OF THE SERVICES, THE SOFTWARE AND ANY DOCUMENTATION OR OTHERWISE. IN NO EVENT SHALL TRITECH BE LIABLE TO CLIENT OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE FOR INCIDENTAL, SPECIAL, INDIRECT, GENERAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, INCOME, LOSS OR USE OF DATA, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, SOFTWARE AND ANY DOCUMENTATION EVEN IF TRITECH HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

C. TRITECH DISCLAIMS ALL LIABILITY FOR THE ACCURACY AND/OR COMPLETENESS OF DATA, INCLUDING BUT NOT LIMITED TO DATA SUPPLIED WITH THE SOFTWARE OR AS ADDED OR MODIFIED BY CLIENT OR ANY THIRD PARTY, OR DATA AS PROCESSED ON CLIENT'S OR TRITECH'S COMPUTER NETWORK. CLIENT BEARS THE ENTIRE RESPONSIBILITY FOR ITS COMPUTER NETWORK, INCLUDING CLIENT'S USE OF THE SOFTWARE, THE PERFORMANCE OF THE SERVICES AND THE SOFTWARE AND THE BEHAVIOR OF THE DATA ON EITHER CLIENT'S OR TRITECH'S COMPUTER NETWORK.

D. TRITECH REPRESENTS AND WARRANTS TO CLIENT THAT, TO TRITECH'S CURRENT AND ACTUAL KNOWLEDGE, THE SOFTWARE, WHEN USED IN ACCORDANCE WITH THIS AGREEMENT, DOES NOT VIOLATE ANY EXISTING U.S. COPYRIGHTS, PATENTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AS OF THE DATE OF THIS AGREEMENT. TRITECH SHALL INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, INCURRED BY CLIENT ARISING OUT OF ANY BREACH OF THIS WARRANTY ON THE PART OF TRITECH.

E. IN NO EVENT SHALL TRITECH'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE VALUE OF ONE ANNUAL TERM OF THE SUBSCRIPTION FEES FOR IQ SEARCH AND CRIMEMAPPING.COM.

Assignment

Client shall not transfer or assign any of its rights or obligations under this Agreement to any other person or entity without the express written permission of TriTech, which permission shall not be unreasonably withheld. Any assignment without such express written permission of TriTech shall result in the automatic termination of this Agreement.

Notices

Written notices required or permitted to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) (three) 3 days after mailing by the party when notices are sent by First Class Mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

To Client:		To TriTech:
Gladstone Public Safety Department		TriTech Software Systems
7010 North Holmes Street		Attn: Contracts
Kansas City, MO 64118		9477 Waples Street, Suite 100
		San Diego, CA 92121

Governing Law

Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Missouri, without regard to its conflict of law provisions.

Support Services

Support will be provided in accordance with Attachment A.

This Agreement does not include any other TriTech subscription services. Additional subscription services purchased by Client will be subject to applicable fees.

GLADSTONE PUBLIC SAFETY DEPARTMENT

Accepted By (Signature)

Scott Wingeon
Printed Name

City Manager
Title

9/11/19
Date

TRITECH SOFTWARE SYSTEMS

Accepted By (Signature)

KEVIN T. PRICE
Printed Name

CORPORATE COUNSEL
Title

9/16/19
Date

Schedule A

TECHNICAL SUPPORT

This Schedule describes the terms and conditions relating to technical support that TriTech will provide to Client during the Term of the Agreement.

Technical Support Services:

Email Assistance. Client may contact TriTech via email for issues with IQ Search at: CH_ClientServicesTriage@tritech.com; and for CrimeMapping: omega-support@tritech.com during normal Customer Service hours, (between 7:30am and 7:30pm Central Time) on regular business days, excluding TriTech holidays, to consult with TriTech technical support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include remote connectivity, modem, or electronic bulletin board.

Software Problem Reporting. Client may submit requests to TriTech identifying potential problems in the Software. Requests should be in writing and directed to TriTech by e-mail,. TriTech retains the right to determine in its sole discretion the final disposition of all requests, and will inform Client of the disposition of each request. If TriTech decides in its sole judgment to act upon a request, it will do so by providing a bug fix as described above.

Scheduled Maintenance. IQ applications may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the IQ Updates, operating system updates/patches and updates to other third party applications as needed. Clients are notified of maintenance periods via an email message.

Exclusions from Technical Support Services:

TriTech shall have no support obligations with respect to any third party hardware or software product ("Nonqualified Product"). If TriTech provides support services for a problem caused by a Nonqualified Product, or if TriTech's service efforts are increased as a result of a Nonqualified Product, TriTech will charge time and materials for extra service at its current published rates for custom software services. If, in TriTech's opinion, performance of technical support is made more difficult or impaired because of a Nonqualified Product, TriTech shall so notify Client, and Client will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render technical support under this Agreement. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

Client Responsibilities:

In connection with TriTech's provision of technical support as described herein, Client acknowledges that Client has the responsibility to do each of the following:

1) Provide hardware, operating system and browser software that meets TriTech's technical specifications, as well as a fast, stable, high speed connection and remote connectivity.

2) Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to TriTech are not due to hardware malfunction;

3) Maintain the designated computer system at the latest code revision level deemed necessary by TriTech for proper operation of the Software;

4) Supply TriTech with access to and use of all information and facilities determined to be necessary by TriTech to render the technical support described herein;

5) Perform any test or procedures recommended by TriTech for the purpose of identifying and/or resolving any problems;

6) At all times follow routine operator procedures as specified in the Documentation or any policies of TriTech posted on the TriTech website;

7) Other than TriTech's confidentiality obligations with respect to Client Information as set forth in this Agreement, Client shall remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information; and

8) Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.