



Support Agreement

This Support Agreement is made, as of the date set forth below (the "Effective Date") by and between Tyler Technologies, Inc. with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the client identified below ("Client").

WHEREAS, New World Systems Corporation ("New World") and Client are parties to an original agreement ("Agreement") under which Client licensed the New World software itemized therein; and

WHEREAS, Tyler and New World merged effective November 16, 2015, with Tyler as the surviving entity; and

WHEREAS, Tyler and Client desire to update the applicable maintenance and support services terms;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The New World software Client licensed under the Agreement, and on which Client has paid maintenance and support fees through the Effective Date, shall mean the "Tyler Software" for purposes of this Support Amendment.
2. Tyler shall provide maintenance and support services on the Tyler Software according to the terms of Exhibit 1 to this Support Amendment.
3. For the term specified in the applicable invoice, Client shall remit to Tyler maintenance fees in the amount set forth therein. Payment is due within thirty (30) days of the invoice date.
4. This Support Agreement shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Support Agreement as of the dates set forth below.

Tyler Technologies, Inc.

City of Merced, CA

By: _____

By: _____

Name: Bryan Proctor

Name: STEVE CAMPBELL

Title: President, Public Safety Division

Title: City Manager

Date: 5/5/20

Date: 4/15/20

APPROVED AS TO FORM:

SCHUYLER A. CAMPBELL
Deputy City Attorney

7/9/20
Date

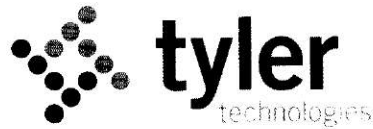


Exhibit 1

Maintenance and Support Agreement

Tyler ("we") will provide Client ("you") with the following maintenance and support services for the Tyler Software listed in Schedule B. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Support Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on July 1, 2020 and remains in effect for two (2) years ("Initial Term"). The term may renew for an additional two (2) years upon mutual agreement of the parties ("First Renewal Term"). After the Initial Term and the First Renewal Term, the term may renew for additional one (1) year terms upon mutual agreement of the parties. Client may indicate its agreement to renew by timely payment of a renewal invoice issued by Tyler.
2. **Maintenance and Support Fees.** Your maintenance and support fees for the Initial Term for the Tyler Software will be \$134,350.27 during the first year of the Initial Term. For the second year of the initial term and, if applicable, the First Renewal Term, your maintenance and support fees will not increase by more than 4% over the prior year. Your fees for each subsequent term, if any, will be at our then-current rates. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects, as defined in the Agreement, in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 a) provide telephone support during our established support hours, currently Monday through Friday from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone).

b) emergency 24-hour per day telephone support, for New World CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone). After 8:00 p.m., the New World CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation.
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and third party software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain third party products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our established support hours; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
 7. Current Support Call Process. Our current Support Call Process for the Tyler Software is provided Schedule A to Exhibit 1.

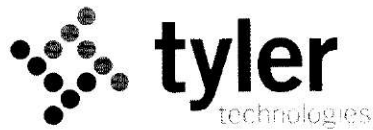


Exhibit 1

Schedule A

Support Call Process

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as "Defect" is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference the applicable Customer Support page at www.tylertech.com/client-support for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

- (a) **Priority 1:** *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

- (b) **Priority 2:** *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

- (c) **Priority 3:** *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.



Exhibit 1
Schedule B
Customer Software Inventory

Customer Software Inventory	Initial Term Amount
Combined LE/Fire/EMS CAD Enterprise.NET	\$21,879.65
CAD Mapping Enterprise.NET	\$0.00
E-911 Interface Enterprise.NET	\$2,217.60
CAD Pager Interface Enterprise.NET	\$2,217.60
CAD Auto Routing Enterprise.NET	\$2,217.60
CAD AVL Enterprise.NET	\$2,217.60
Service Vehicle Rotation Enterprise.NET	\$2,217.60
On-Line CAD Interface to State/NCIC	\$4,435.20
Fire Records Interface Enterprise.NET	\$4,435.20
Additional LE CAD Enterprise Workstation	\$4,032.00
Web CAD Monitor Enterprise.NET	\$6,048.00
LE Records Multi-Jurisdictional Base MSP	\$13,837.82
LE Records Federal & State Compliance MSP	\$4,032.00
Field Investigations MSP	\$2,016.00
Case Management MSP	\$2,016.00
Bicycles MSP	\$2,016.00
Pawn Shops MSP	\$2,016.00
Alarms Tracking and Billing MSP	\$3,024.00
Activity Reporting and Scheduling MSP	\$2,016.00
Property Room Bar Coding MSP	\$2,016.00
Career Criminal Registry MSP	\$2,016.00
Additional Records MSP Users	\$604.80
Additional Records MSP View/Inquiry Users	\$5,846.40
State/NCIC Interface MSP	\$8,467.20
On-Line Wants & Warrants Interface to State/NCIC	\$0.00
On-Line Pawn Shops Interface to State/NCIC MSP	\$0.00
On-Line Global Subjects Interface to State/NCIC	\$0.00
Citizens Reporting Interface MSP	\$3,628.80
Analysis Base With Two Applications	\$0.00
LE Management Data Mart	\$4,032.00
LE Management Dashboard	\$3,225.60
CAD Enterprise Dashboard	\$3,225.60
CAD Enterprise Data Mart	\$4,032.00
LE State/NCIC via Switch	\$0.00
Drivers License Mag Stripe Reader Interface	\$423.36
LE CAD Via Switch	\$0.00
Mugshot Images Download	\$1,290.24
In Car Mapping	\$1,512.00
New World AVL	\$756.00
In-Car Routing	\$1,008.00

Base Message Switch to NCIC	\$0.00
New World CAD Interface for Aegis/400	\$0.00
MDT/MCT Base CAD/RMS Interface	\$0.00
Mobile In-Car Mapping Integration	\$1,512.00
Mobile In-Car Routing Integration	\$2,520.00
ArcGIS Standard Enterprise Server Integration	\$5,342.40
TOTAL	\$134,350.27

Account Number:

Multiple Account Lines

Amount:

\$727,684.40

VERIFIED

BY:



Finance Officer

FINANCE ENTRY

Contract No: 301202

Vendor Number: 17554

P.O. Number: 137837

Funds Available: Funds available contingent upon cc approval of budget from FY 20/21 through FY 24/25 *us 4/1/2020*

04/01/20

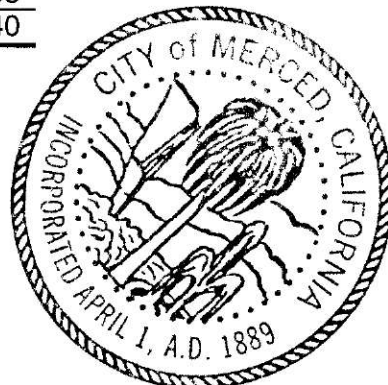
FL 4/1/2020

Fiscal Year	Account Line	Project #	Amount
20/21	001-1001-522-24-00		\$ 112,854.23
	001-0901-522-24-00	234907	\$ 21,496.04
21/22	001-1001-522-24-00		\$ 117,368.40
	001-0901-522-24-00	234907	\$ 22,355.88
22/23	001-1001-522-24-00		122,063.13
	001-0901-522-24-00	234907	23,250.12
23/24	001-1001-522-24-00		126,945.66
	001-0901-522-24-00	234907	24,180.13
24/25	001-1001-522-24-00		132,023.48
	001-0901-522-24-00	234907	25,147.33
			<u>\$ 727,684.40</u>

ATTEST:
CITY CLERK

BY

[Signature]
Assistant/Deputy City Clerk





Support Agreement

This Support Agreement is made, as of the date set forth below (the "Effective Date") by and between Tyler Technologies, Inc. with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the client identified below ("Client").

WHEREAS, New World Systems Corporation ("New World") and Client are parties to an original agreement ("Agreement") under which Client licensed the New World software itemized therein; and

WHEREAS, Tyler and New World merged effective November 16, 2015, with Tyler as the surviving entity; and

WHEREAS, Tyler and Client desire to update the applicable maintenance and support services terms;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The New World software Client licensed under the Agreement, and on which Client has paid maintenance and support fees through the Effective Date, shall mean the "Tyler Software" for purposes of this Support Amendment.
2. Tyler shall provide maintenance and support services on the Tyler Software according to the terms of Exhibit 1 to this Support Amendment.
3. For the term specified in the applicable invoice, Client shall remit to Tyler maintenance fees in the amount set forth therein. Payment is due within thirty (30) days of the invoice date.
4. This Support Agreement shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Support Agreement as of the dates set forth below.

Tyler Technologies, Inc.

City of Merced, CA

By: _____

By: [Signature]

Name: Bryan Proctor

Name: STEVE CAMPBELL

Title: President, Public Safety Division

Title: City Manager

Date: _____

Date: 4/15/20

APPROVED AS TO FORM:

[Signature] 3/9/20
SCHUYLER A. CAMPBELL Date
Deputy City Attorney



Exhibit 1

Maintenance and Support Agreement

Tyler ("we") will provide Client ("you") with the following maintenance and support services for the Tyler Software listed in Schedule B. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Support Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on July 1, 2020 and remains in effect for two (2) years ("Initial Term"). The term may renew for an additional two (2) years upon mutual agreement of the parties ("First Renewal Term"). After the Initial Term and the First Renewal Term, the term may renew for additional one (1) year terms upon mutual agreement of the parties. Client may indicate its agreement to renew by timely payment of a renewal invoice issued by Tyler.
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 - 3.2 a) provide telephone support during our established support hours, currently Monday through Friday from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone).

b) emergency 24-hour per day telephone support, for New World CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone). After 8:00 p.m., the New World CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation.
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 7. Current Support Call Process. Our current Support Call Process for the Tyler Software is provided Schedule A to Exhibit 1.



Exhibit 1

Schedule A

Support Call Process

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as "Defect" is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference the applicable Customer Support page at www.tylertech.com/client-support for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

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The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

- (c) **Priority 3:** *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.



Exhibit 1
Schedule B
Customer Software Inventory

Customer Software Inventory	Initial Term Amount
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CAD Pager Interface Enterprise.NET	\$2,217.60
CAD Auto Routing Enterprise.NET	\$2,217.60
CAD AVL Enterprise.NET	\$2,217.60
Service Vehicle Rotation Enterprise.NET	\$2,217.60
On-Line CAD Interface to State/NCIC	\$4,435.20
Fire Records Interface Enterprise.NET	\$4,435.20
Additional LE CAD Enterprise Workstation	\$4,032.00
Web CAD Monitor Enterprise.NET	\$6,048.00
LE Records Multi-Jurisdictional Base MSP	\$13,837.82
LE Records Federal & State Compliance MSP	\$4,032.00
Field Investigations MSP	\$2,016.00
Case Management MSP	\$2,016.00
Bicycles MSP	\$2,016.00
Pawn Shops MSP	\$2,016.00
Alarms Tracking and Billing MSP	\$3,024.00
Activity Reporting and Scheduling MSP	\$2,016.00
Property Room Bar Coding MSP	\$2,016.00
Career Criminal Registry MSP	\$2,016.00
Additional Records MSP Users	\$604.80
Additional Records MSP View/Inquiry Users	\$5,846.40
State/NCIC Interface MSP	\$8,467.20
On-Line Wants & Warrants Interface to State/NCIC	\$0.00
On-Line Pawn Shops Interface to State/NCIC MSP	\$0.00
On-Line Global Subjects Interface to State/NCIC	\$0.00
Citizens Reporting Interface MSP	\$3,628.80
Analysis Base With Two Applications	\$0.00
LE Management Data Mart	\$4,032.00
LE Management Dashboard	\$3,225.60
CAD Enterprise Dashboard	\$3,225.60
CAD Enterprise Data Mart	\$4,032.00
LE State/NCIC via Switch	\$0.00
Drivers License Mag Stripe Reader Interface	\$423.36
LE CAD Via Switch	\$0.00
Mugshot Images Download	\$1,290.24
In Car Mapping	\$1,512.00
New World AVL	\$756.00
In-Car Routing	\$1,008.00


Base Message Switch to NCIC	\$0.00
New World CAD Interface for Aegis/400	\$0.00
MDT/MCT Base CAD/RMS Interface	\$0.00
Mobile In-Car Mapping Integration	\$1,512.00
Mobile In-Car Routing Integration	\$2,520.00
ArcGIS Standard Enterprise Server Integration	\$5,342.40
TOTAL	\$134,350.27

Account Number: **Multiple Account Lines**

Amount: **\$727,684.40**

VERIFIED

BY:



Finance Officer

FINANCE ENTRY	
Contract No:	301202
Vendor Number:	17554
P.O. Number:	137837
Funds Available:	Funds available contingent upon cc approval of budget from FY 20/21 through FY 24/25 <i>us 4/1/2020</i>
04/01/20	

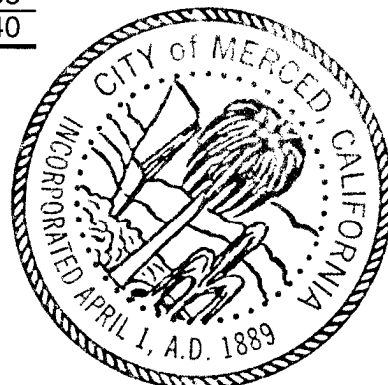
PC 4/1/2020

Fiscal Year	Account Line	Project #	Amount
20/21	001-1001-522-24-00		\$ 112,854.23
	001-0901-522-24-00	234907	\$ 21,496.04
21/22	001-1001-522-24-00		\$ 117,368.40
	001-0901-522-24-00	234907	\$ 22,355.88
22/23	001-1001-522-24-00		122,063.13
	001-0901-522-24-00	234907	23,250.12
23/24	001-1001-522-24-00		126,945.66
	001-0901-522-24-00	234907	24,180.13
24/25	001-1001-522-24-00		132,023.48
	001-0901-522-24-00	234907	25,147.33
			<u>\$ 727,684.40</u>

ATTEST:
CITY CLERK

BY:

[Signature]
Assistant/Deputy City Clerk





AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. ("Tyler") and the Tyler client identified in the signature block below ("Client").

WHEREAS, Tyler and the Client are parties to an agreement through which Tyler licenses the New World Dashboard Software indicated below ("Agreement");

WHEREAS, Tyler and Client now desire to amend the Agreement to replace the New World Dashboard Software with Tyler's Performance Dashboard software as further detailed herein;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. *Add Performance Dashboard.* The Performance Dashboard software set forth in the sales quotation attached as Exhibit 1 to this Amendment (the "Amendment investment Summary") is hereby added to the Agreement as of the first date the Performance Dashboard environment is made available to you.
Your Year one SaaS fees for the Tyler Performance Dashboard will be invoiced on the first day following your current annual maintenance term for Tyler New World Dashboard Software in a lump sum amount together with your then-current annual fees. On an annual basis thereafter, we will invoice you the SaaS fees at our then-current rates.
2. *Remove Tyler New World Dashboard Software.* Tyler New World Dashboard Software listed below is hereby removed from the Agreement as of the first date the Performance Dashboard environment is made available to you. Upon such date, Client's license to use such software is terminated, as are Tyler's obligations to support, maintain and update such software.

<u>Software License</u>	<u>Associated Annual Maintenance & Support Fee</u>
^CAD Dashboards	\$3354.62
^LE Records Management Dashboards	\$3354.62
Total:	\$6,709.24

3. Tyler and Client agree to perform and be bound by all covenants, terms, and conditions of the Socrata Terms and Conditions available here: [link inserted] with respect to the Performance Dashboard software as more particularly described in Exhibit 1 attached hereto, and all such covenants, terms, and conditions are incorporated by reference as if set forth at length herein.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement and if the Agreement terminates so does Client's access to the Performance Dashboard software. Specific to the Socrata items added to the Agreement by this Amendment, in the event of a conflict between any term or provision in the Amendment and any term or provision in the Agreement, the terms of the Amendment shall govern. The Agreement shall otherwise remain and continue in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the

tyler

date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

City of Merced Police Department

By: 22
Bryan Proctor (Sep 28, 2021 15:46 EDT)

By: Stephanie Dietz

Name: Bryan Proctor

Name: STEPHANIE DIETZ

Title: President, Public Safety Division

Title: CITY MANAGER

Date: September 28, 2021

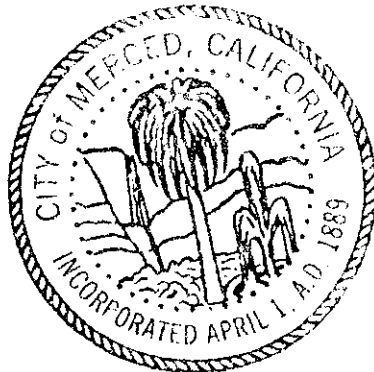
Date: 9/2/2021

APPROVED AS TO FORM:

John B. Goulart 8-12-21
JOHN B. GOULART Date
Senior Deputy City Attorney

ATTEST:
CITY CLERK

BY [Signature]
Assistant/Deputy City Clerk



Account Number: NIA

Amount: NIA

VERIFIED

BY: _____
Finance Officer

FINANCE ENTRY	
Contract No:	<u>301202</u>
Vendor Number:	<u>NIA</u>
P.O. Number:	<u>NIA</u>
Funds Available:	<u>NO funds to encumber</u> <u>WY 9/1/21</u>
	08/17/21 <u>FL 9/1/21</u>



Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date.

Annual/SaaS	
<u>Description</u>	<u>Annual Fee</u>
Performance Dashboard	\$6,709.24



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48063 ("Tyler") and City of Merced, with offices at 611 W 22nd St., Merced, CA 95340-3737 ("Client").

WHEREAS, Tyler and the Client are parties to an Agreement with an effective date of August 10, 1994 (the "Agreement");

WHEREAS, Tyler and Client now desire to amend the Agreement.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The software and/or service set forth in Exhibit 1 and 2 and associated services as noted in Schedule 1 and 2 to this Amendment are hereby added to the Agreement.
2. Client shall make payment to Tyler for SaaS Fees detailed on Exhibit 1 in accordance with the payment schedule in Schedule A of Exhibit 2.
3. Use of the SaaS added to the Agreement pursuant to this Amendment is subject to use by the consortium.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

By: Bryan Proctor
Bryan Proctor (Oct 20, 2021 11:19 EDT)

Name: Bryan Proctor

Title: President, Public Safety Division

Date: October 20, 2021

City of Merced, CA

By: Stephanie Dietz

Name: Stephanie Dietz

Title: City Manager

Date: 10/14/2021

APPROVED AS TO FORM:

John B. Goulart 10-12-21
JOHN B. GOULART Date
Senior Deputy City Attorney

Account Number: 001-1006-529-24-00

Amount: \$9,000.00

VERIFIED

BY: 
Finance Officer

FINANCE ENTRY	
Contract No:	<u>301202</u>
Vendor Number:	<u>17554</u>
P.O. Number:	<u>141960</u>
Project Number:	<u>n/a</u>
Funds Available:	<u>Funds available</u> <u>OK 6/27/22</u> <u>PL 6/27/22</u>

ATTEST:
CITY CLERK


Assistant/Deputy City Clerk





Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date

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Sales Quotation For:
City of Merced Police Department
611 W 22nd St
Merced CA 95340-3737
Phone: +1 (209) 385-4701

Quoted By: Dawn Brown
Quote Expiration: 12/4/21
Merced PD Arx Suite
(Community/Alert) - Consortium
Pricing

Quote Name:

Annual / SaaS			
Description	Fee	Discount	Annual
New World Public Safety			
Other Software			
Arx Suite (Community/Alert)	\$ 9,000	\$ 0	\$ 9,000
TOTAL			\$ 9,000

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 9,000
Total Tyler Services	\$ 0	\$ 0

2021-257779-K8NDS0

Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 0	\$ 9,000
Contract Total	\$ 9,000	

Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7 64-bit with Extended Security Updates and Windows 10 64-bit is required for all client machines. Windows Server 2012/2012 R2/2016/2019 and SQL Server 2012 SP4/2014 SP2/2016 SP2/2017/2019 are required for the Application and Database Server(s).

New World product requires Microsoft Windows Server 2012/2012 R2/2016/2019 and SQL Server 2012 SP4/2014 SP2/2016 SP2/2017/2019, including required User or Device Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100 Mbps/1 Gbps Ethernet network for the local area network. Wide area network requirements vary based on system configuration. Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Client is responsible for any third-party support.

Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine readable form to Client via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Client in preparing the required GIS data for use with the Licensed New World Software.

Depending upon the Licensed Software the Client at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Client is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Client in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Client is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements.

All Tyler Clients are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted by Client separately with Esri.

When Custom Interface is included, Custom interface will be operational with existing third-party software. Any subsequent changes to third-party applications may require additional services.

When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.



Exhibit 2

End User License and Services Agreement – AltoVista Technology, Inc.

This Software License and Services Agreement (this "Agreement") is effective as of the Effective Date by and between Ultimate Information Systems, Inc. d/b/a Altovista Technology, Inc. ("Altovista"), and City of Merced, California ("Subscriber").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS.** Defined terms have the meanings set forth in this Article 1 (Definitions) and elsewhere in this Agreement when capitalized, and may be read in singular, plural or an alternative tense as the context requires.
 - 1.1 "Affiliate" means, with respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.
 - 1.2 "Applicable Law" means, with respect to any party, any federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any international, federal, state or local court, administrative agency or commission or other governmental or regulatory authority or instrumentality, domestic or foreign, applicable to such party or any of its properties, assets or business operations.
 - 1.3 "Applications" means the applications described in Schedule A.
 - 1.4 "Authorized User" means an Affiliate, employee or independent contractor of Subscriber (solely to the extent such contractor is providing services to Subscriber), who has been authorized by Subscriber to use the SaaS Services, or a third party that contracts with Altovista through Subscriber and agrees in writing to be bound by the terms of this Agreement after the prior written consent of Altovista.
 - 1.5 "Documentation" means the user guides and user manuals for the SaaS Services that Altovista provides to Subscriber.
 - 1.6 "Intellectual Property Rights" means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights, including any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (iii) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications therefor (iv) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all other rights covering industrial or intellectual property recognized in any jurisdiction.
 - 1.7 "Professional Services" means the evaluation, consultation, implementation, customization, configuration and other similar services offered by Altovista in connection with the SaaS Services.
 - 1.8 "SaaS Services" means the Applications, Software, and related software-as-a-service, hosting, maintenance and/or support services made available by Altovista for remote access and use by Subscriber, including any Documentation thereto.

- 1.9 "Services" means the services provided or required to be provided by or through Altovista, including without limitation, SaaS Services and Professional Services.
- 1.10 "Software" means the object code version of Altovista's computer software and all Updates made available by Altovista to Subscriber under this Agreement.
- 1.11 "Statement of Work" means a detailed plan of work to be agreed by the Parties in conjunction with this Agreement.
- 1.12 "Subscriber Data" means all data, information, content and other materials stored or transmitted by Subscriber and any Authorized User through the SaaS Services (i) in their user accounts; and (ii) on any Third Party Application, excluding any Third Party Data and any Altovista Data.
- 1.13 "Term" means the Initial Term and any Renewal Term.
- 1.14 "Third Party Application" means a third-party service approved by Altovista to which Subscriber and any Authorized User facilitates Altovista's access to, and use, of the SaaS Services, via an application programming interface or other means.
- 1.15 "Third Party Components" means any components of the SaaS Service from time to time that are provided by third parties (e.g., Google Maps).
- 1.16 "Third Party Data" means any data owned by a third party that Altovista provides to Subscriber via the SaaS Service.
- 1.17 "Third Party Provider" means third parties, including other vendors, state agencies and local agencies, that control products and/or databases with which Altovista SaaS Services are to be interfaced.
- 1.18 "Updates" means any and all new releases, new versions, patches and other updates for the SaaS Services that Altovista makes generally available without additional charge to its other subscribers of the SaaS Services.
- 1.19 "Vendors" means third parties with whom Altovista contracts to provide components of the SaaS Services, and includes without limitation, hosting service or cloud based hosting providers, and map services providers.
- 1.20 "Website" means any Internet website through which Altovista provides the SaaS Services under this Agreement.

2. SERVICES.

- 1.1 SaaS Services. During the Term, Altovista hereby grants a non-exclusive, non-transferable, non-sublicensable license to Subscriber and its Authorized Users to access and use the SaaS Services through the Website for Subscriber's internal purposes and in accordance with the terms and conditions of this Agreement. Subscriber and its Authorized Users will be responsible for obtaining internet connections and other third party software and services necessary for it to access the Website through the Internet, including, without limitation, by complying with the requirements set forth in Schedule B, "Technical Requirements." Subscriber will be responsible to Altovista for compliance with the restrictions on use and other terms and conditions of this Agreement by any of its Authorized Users.
- 1.2 Professional Services. To the extent Altovista offers Professional Services in connection with the SaaS Services, such Professional Services shall be documented in a mutually agreed upon Statement of Work. To the extent any Professional Services involve the development of any customization or configuration to the SaaS Services, all Intellectual Property Rights to such customization or configuration will be solely owned by Altovista and will be deemed to be included in the definition of SaaS Services and licensed to Subscriber on the terms set forth herein.
- 1.3 Access to Documentation. Altovista will provide Subscriber via the Website or other means with access to the Documentation, as may be updated from time to time. Subscriber may print copies of, use, and permit its Authorized Users to use, the Documentation solely in connection with the use of the SaaS Services.
- 1.4 Support Services. Altovista will provide a telephone-based and/or email-based help desk through which it will respond to inquiries about the SaaS Services from Subscriber as set forth in Schedule A.

1.5 Restrictions on Use. Subscriber and its Authorized Users will not (and will not permit any third party to): (i) share Subscriber's or any Authorized User's login credentials; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, underlying ideas, algorithms, file formats, or interface protocols of the SaaS Services or of any files contained in or generated by the SaaS Services; (iii) copy, modify, adapt or translate the SaaS Services or the Third Party Data, or otherwise make any use, resell, distribute or sublicense the SaaS Services or the Third Party Data other than in connection with this Agreement; (iv) make the SaaS Services available on a "service bureau" basis or allow any third parties to use the SaaS Services; (v) disclose the SaaS Services or any of its components to third parties; (vi) remove or modify any proprietary marking or restrictive legends placed on the SaaS Services or the Third Party Data; (vii) use the SaaS Services or the Third Party Data in violation of any Applicable Law; (viii) create or augment any mapping-related dataset including a mapping or navigation dataset, business listings database, mailing list, or telemarketing list) for use in an implementation that is not connected to the Services; (ix) introduce into the Services an viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature; (x) use the Services to post advertising or listings; (xi) use the Services to defame, abuse, harass, stalk, or threaten others; (xii) permit access or use of the Services by any individual outside the United States; (xiii) hide or obscure any Authorized User's location; (xiv) permit access or use of the Services, for any activities other than to enhance Subscriber's own services, where reliance on, or failure to use, the Services could lead to death, personal injury, or property damages. Subscriber and its Authorized Users will not access the SaaS Services if in direct competition with Altovista, and will not allow access to the SaaS Services by any party who is in direct competition with Altovista, except with Altovista's prior written consent. Subscriber shall comply with additional restrictions on use of the Services in Additional Terms, as defined in Section 2.10 below.

1.6 Security Obligations. Subscriber agrees it and its Authorized Users shall securely manage their respective password(s) for access to the SaaS Service. Subscriber agrees it shall notify Altovista promptly in the event it becomes aware of any unauthorized access or use of the SaaS Service, or of any of its or its Authorized Users passwords or accounts. Unless expressly stated otherwise in this Agreement, a single username or password may not be used by more than one (1) Authorized User concurrently. Subscriber is responsible for all activities conducted within User accounts in use of the SaaS Service. Subscriber shall comply with all applicable local, state, federal and regional or other laws and regulations applicable in connection with use of the SaaS Service, including all those related to data privacy and the transmission of technical or personal data. Subscriber agrees to (a) provide true, accurate, current and complete registration data for each account it creates via the SaaS Service, and (b) maintain and promptly update the registration data to keep it true, accurate, current and complete.

1.7 Title. As between Altovista and Subscriber, Altovista retains title to and ownership of the SaaS Services, including all copyrights and other Intellectual Property Rights relating thereto. Altovista's licensors retain title to and ownership of the Third Party Data and the Third Party Components, including all copyrights and other intellectual property rights relating thereto. Subscriber will have no rights with respect to the SaaS Services, the Third Party Data or the Third Party Components other than those expressly granted under this Agreement. Any suggestions for changes or improvements to Services that Subscriber provides to Altovista, whether solicited by Altovista or not, shall be owned by Altovista and Subscriber hereby irrevocably assigns, and shall assign, to Altovista all right, title, and interest in and to such suggestions. Altovista shall have no obligation to incorporate such suggestion into its products or Services.

1.8 Subscriber Data. As between Altovista and Subscriber, Subscriber owns and shall retain all right, title, and interest, including, without limitation, all Intellectual Property Rights, in and to the Subscriber Data. Subscriber shall have the sole responsibility for the accuracy, quality, and legality of the Subscriber Data, including obtaining all rights and consents necessary to share the Subscriber Data with Altovista as set forth in this Agreement. Notwithstanding anything to the contrary contained herein, Subscriber hereby grants to Altovista an irrevocable, worldwide, royalty free, non-exclusive, transferable, sublicensable license to use the Subscriber Data to: provide the SaaS Services to Subscriber and other Altovista subscribers; analyze the Subscriber Data in an anonymized and/or aggregated form in order to operate, maintain, manage, and improve the SaaS Services, create new products and services, and share and/or license this aggregate data to Affiliates, agents, business partners, and other third parties; for Altovista's internal purposes to improve the Applications, Software, and related services, and any other uses disclosed in or related to performance under the Agreement or any Statement of Work.

1.9 Third Party Applications. If Subscriber installs or enables a Third Party Application for use with the SaaS Services, Subscriber grants (and will cause the applicable third party to grant) Altovista permission to access Subscriber Data stored on that Third Party Application as required for the interoperation of that Third Party Application with the SaaS Services. In no event will Altovista be responsible for any Third Party Application, or for any failure of a Third Party Application to properly interoperate with the SaaS Services. If Altovista receives information that a Third Party Application may violate any Applicable Laws or Third Party rights, or interfere with Altovista's provision of the Services, Subscriber will, promptly upon receiving notice of the foregoing from Altovista, disable any connection between such Third Party Application and the SaaS Services to resolve the potential violation (and if Subscriber fails to promptly disable such connection, Altovista shall have the right to do so). In addition, in the event that Subscriber fails to properly obtain the grant of rights to Altovista to access and use Third-Party Data as required for the interoperation of that Third-Party Application, Subscriber shall defend, indemnify, and hold harmless Altovista from any and all claims based on Altovista's use of such Third-Party Application.

1.10 Third Party Components.

- a. Use of Third-Party Components. Altovista may use Vendors to subcontract the performance of its duties and obligations hereunder and to provide certain functions of the Services, including without limitation, hosting and data analysis. Certain Vendor policies and terms and conditions of service may apply to the Services. Such terms, or URL addresses for such terms, will be provided from time to time upon Subscriber's request, "Additional Terms." If any of the Vendors and/or licensors of the Third-Party Components require Altovista to flow down any Additional Terms Subscriber, Subscriber's use of such Third-Party Components, as incorporated into the SaaS Service, shall be subject to such Additional Terms. In the event of any inconsistency or conflict between the Additional Terms and the terms of this Agreement, such Additional Terms shall govern with respect to Subscriber's use of the applicable Third Party Component.
- b. DISCLAIMER REGARDING THIRD PARTY COMPONENTS. ALTOVISTA, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD PARTY COMPONENTS, NOR THE PROVIDERS' OR MANUFACTURERS' AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD PARTY COMPONENTS AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

1.11 Third Party Data. Subscriber shall access and use the Third Party Data in accordance with the terms and conditions of the agreement between the Subscriber and the provider of such Third Party Data. ALTOVISTA, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD PARTY DATA, NOR THE PROVIDERS' OR MANUFACTURERS' AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD PARTY DATA AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

1.12 Agreements with Third Party Providers. Subscriber, and not Altovista, is solely responsible for establishing any required agreement(s) and/or statement(s) of work with Third Party Providers in connection with the interfaces, and for paying all fees, costs and expenses of Third Party Providers.

1.13 Changes to Services. Altovista may make changes and Updates to its Services in its discretion. Altovista does not guarantee that the Services are or will remain compatible with any particular third party software or equipment, and may, upon written notice, terminate its support for, any software or equipment of Subscriber that Altovista determines are incompatible with the operation of the Services. In the event Altovista makes updates that materially reduce the overall quality or functionality of the Services, Subscriber's sole and exclusive remedy shall be to terminate this Agreement in accordance with Section 4.2 below.

2. FEES AND PAYMENT TERMS.

2.1 Fees for Altovista Services. Subscriber will pay Altovista fees as stated on Schedule 1 (the "Fees"). All payments of Fees are non-refundable. All amounts stated in this Agreement or on any invoice are in U.S. dollars, and all payments will be made in U.S. dollars. Overdue payments will accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum allowable interest under Applicable Law, from due date until paid. Subscriber will pay any sales, use or other tax related to the license and services provided hereunder, exclusive

of income taxes and payroll taxes relating to Altovista's employees. Subscriber agrees that its use of and/or payment for Services constitutes its inspection and acceptance of such Service.

2.2 Third-Party Data and Third-Party Components. Additional fees may apply to the use of certain Third-Party Data and Third-Party Components, which if provided by or through Altovista, such fee may be included within the Fees. Altovista may pass through any increase in such fees for Third Party Components or Third Party Data, relating to any existing Services, by giving Subscriber thirty (30) days' advance notice.

2.3 Taxes. Subscriber will be responsible, as required under Applicable Law, for identifying and paying all taxes, including sales, use, excise, and other governmental fees, duties, and charges (and any penalties, interest, and other additions thereto) that are imposed on Subscriber or Altovista with respect to the transactions and payments under this Agreement (excluding taxes based on Altovista's income or employment) ("Indirect Taxes"). All Fees are exclusive of Indirect Taxes. If Subscriber is exempt from paying Indirect Taxes, it shall provide to Altovista exemption certificates, or a direct payment permit certificate, or such information to Altovista as reasonably required and requested to determine whether Altovista is obligated to collect Indirect Taxes from Subscriber. If any such taxes are required to be withheld on any payment, Subscriber will pay such additional amounts as are necessary so that the net amount received by Altovista is equal to the amount then due and payable under this Agreement.

3. TERM AND TERMINATION.

3.1 Term.

- a. Initial Term. The initial term of this Agreement begins on the Effective Date and will continue for the period set forth on Schedule A, unless and until terminated in accordance with Section 4.2 (the "Initial Term").
- b. Renewal Terms. Upon expiration of the Initial Term or any Renewal Term, this Agreement will automatically renew for successive periods as set forth on Schedule A (each, a "Renewal Term") at the rates designated by Altovista at least sixty (60) days in advance of such Renewal Term, or if no such rates are designated by Altovista, at the rates set forth on Schedule A, unless either party provides the other with written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

3.2 Temporary Suspension and Termination.

- a. Either party may terminate this Agreement upon written notice to the other party, if the other party breaches a material term of this Agreement and such breach remains uncured for thirty (30) days after the other party's receipt of such notice.
- b. If Altovista reasonably determines that Subscriber's use of the Services either: (i) fails to comply with the Restrictions on Use in Section 2.5; (ii) poses a security risk to the Services or any third party, (iii) creates or is likely to create an adverse impact on Altovista's systems, the Services, or the systems or content of any other subscriber; or (iv) subjects Altovista or its Affiliates to possible liability, then Altovista may immediately upon notice temporarily suspend Subscriber's and any Authorized User's right to access any portion or all of the Services, pending remedial action by Subscriber, or after a period of thirty (30) days, terminate the Services.

3.3 Effect of Termination. In the event of any termination or expiration of this Agreement:

- a. Subscriber will pay Altovista all amounts payable hereunder as of the effective date of termination or expiration, as well as all unpaid amounts attributable to the remainder of the Term;
- b. all rights and licenses granted hereunder to Subscriber (as well as all rights granted to any Authorized Users of Subscriber) will immediately cease, including but not limited to all use of the SaaS Services; and
- c. Subscriber will, upon written request of Altovista, either return to Altovista or provide Altovista with written certification of the destruction of, all documents, computer files and other materials containing any Confidential Information of Altovista that are in Subscriber's possession or control.

3.4 Survival. The following provisions will survive any termination or expiration of this Agreement: Section 2.7 ("Subscriber Data"), Section 2.9 ("Third Party Components"), Section 2.10 ("Third Party Data"), Section 4.3 ("Effect of Termination"), Section 5 ("Confidentiality"), Section 6.2 ("Disclaimer"), Section 7 ("Limitation of Liability"), Section 8 ("Indemnification"), Section 9 ("Miscellaneous Provisions") and this Section 4.4 ("Survival").

4. CONFIDENTIALITY.

- 4.1 Definition of Confidential Information. For the purposes of this Agreement, "Confidential Information" means: (a) with respect to Altovista, the SaaS Services, and any and all source code relating thereto, as well as Documentation and non-public information or material regarding Altovista's legal or business affairs, financing, customers, properties or data, and (b) with respect to Subscriber, any non-public information or material regarding Subscriber's legal or business affairs, financing, customers, properties or data which are disclosed to Altovista hereunder and marked as confidential. Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed (the "Receiving Party"); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the "Disclosing Party"); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the disclosing party.
- 4.2 Use and Disclosure of Confidential Information. The Receiving Party will, with respect to any Confidential Information disclosed by the Disclosing Party before or after the Effective Date: (i) use such Confidential Information only in connection with the Receiving Party's performance of this Agreement; (ii) subject to Section 5.4 below, restrict disclosure of such Confidential Information within the Receiving Party's organization to only those of the Receiving Party's employees and independent contractors who have a need to know such Confidential Information in connection with the Receiving Party's performance of this Agreement and (iii) except as provided herein, not disclose such Confidential Information to any third party unless authorized in writing by the Disclosing Party to do so.
- 4.3 Protection of Confidential Information. The Receiving Party will protect the confidentiality of any Confidential Information disclosed by the Disclosing Party using at least the degree of care that it uses to protect its own confidential information (but no less than a reasonable degree of care).
- 4.4 Employee and Independent Contractor Compliance. The Receiving Party will, prior to providing any employee or independent contractor access to any Confidential Information of the Disclosing Party, inform such employee or independent contractor of the confidential nature of such Confidential Information and require such employee or independent contractor to comply with the Receiving Party's obligations hereunder with respect to such Confidential Information.
- 4.5 Required Disclosures. If a party is requested to disclose any of the other party's Confidential Information pursuant to any judicial or governmental order, that party will not disclose the Confidential Information without first giving the other party written notice of the request and sufficient opportunity to contest the order, to the extent such notice and opportunity to contest may be lawfully given. If one party is nonetheless legally compelled to disclose Confidential Information, such party may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information which such counsel advises it is legally required to be disclosed, provided that such party shall use its best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the other party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afforded the Confidential Information by such tribunal. Without limiting the foregoing, Subscriber shall notify Altovista of any requests for records relating to Altovista (including, without limitation, the terms of this Agreement and/or any user guides or Documentation) within 24 hours of receipt of the request and provide Altovista with at least twenty-one (21) days' notice before disclosing any such records. Without limiting the foregoing, Subscriber further agrees to indemnify and hold harmless Altovista, its Affiliates, and each of their officers, directors, managers, shareholders, members and employees from all claims, liabilities, costs and expenses (including without

limitation, reasonable attorneys' fees and expert and consulting fees), incurred or expended by Altovista in connection with a request for the disclosure of Confidential Information of Altovista or Subscriber Data.

4.6 Information Collected Through SaaS Services. Subscriber is solely responsible for compliance with applicable laws related to the manner in which Subscriber chooses to use the Services, including Subscriber's transfer and processing of Subscriber Data. Subscriber understands and agrees that when it uses certain features of the SaaS Services, certain information and data may be collected from Authorized Users, including monitoring and recording activity, and tracking physical location, which may include personal identifying information, either of the Authorized Users or other individuals. Subscriber agrees that Altovista may use such information as specified in Section 2.8 above. Provision of Services may involve the disclosure of such information to Vendors or Affiliates on the condition that they agree to treat such information in a manner substantially in accordance with this Agreement. Subscriber may revoke its consent to Altovista's collecting and using such data at any time by written notice to Altovista; provided, however, that Subscriber agrees that such revocation of consent may impair or render impossible the Subscriber's use of the SaaS Services.

5. REPRESENTATIONS AND WARRANTIES.

5.1 Power and Authority. Each party represents and warrants that it has the full right, power and authority to enter into this Agreement and to discharge its obligations hereunder and that the person signing this Agreement on behalf of the party has the authority to bind that party. Subscriber represents and warrants that it has obtained, and shall have, all necessary approvals, consents, and authorizations necessary for procurement under this Agreement and that its obligations under this Agreement do not, and shall not, exceed any budget authority limitations, during the Term of this Agreement. Subscriber further represents that it has not received federal funding in connection with procurement under this Agreement.

5.2 No Other Warranties. Use of the SaaS Services is not intended to be a substitute for the professional judgment of dispatchers, law enforcement officers, or first responders, or other Subscriber personnel or officials, as applicable. The SaaS Services do not provide legal advice. Subscriber shall be solely responsible for all its own reliance on, actions, or failure to act in connection with the SaaS Services. THE SERVICES, THE THIRD PARTY COMPONENTS, AND THE THIRD PARTY DATA ARE PROVIDED "AS IS." ALTOVISTA ASSUMES NO RESPONSIBILITY OR RISK FOR SUBSCRIBER'S USE OR MISUSE OF, OR FAILURE TO USE, THE INFORMATION PROVIDED THROUGH THE SAAS SERVICES. ALTOVISTA MAKES NO WARRANTY THAT THE SERVICES WILL BE COMPLIANT WITH ANY REQUIREMENTS OF APPLICABLE LAWS, CJIS (CRIMINAL JUSTICE INFORMATION SERVICES) OR CLETS (CALIFORNIA LAW ENFORCEMENT TELECOMMUNICATIONS SYSTEM) OR ANY EQUIVALENT. DUE TO THE NATURE OF SOFTWARE AND THE INTERNET, ALTOVISTA CANNOT GUARANTEE THAT EVERY ERROR IN THE SAAS SERVICES OR PROBLEM RAISED BY SUBSCRIBER WILL BE RESOLVED. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6 NEITHER PARTY MAKES ANY WARRANTY IN CONNECTION WITH THE SERVICES, THE THIRD PARTY COMPONENTS, THE THIRD PARTY DATA OR THIS AGREEMENT AND HEREBY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OR UNINTERRUPTED OPERATION OR THAT THE SERVICES, THIRD-PARTY COMPONENTS AND THIRD-PARTY DATA ARE UP TO DATE, ACCURATE OR COMPLETE, SECURE FROM LOSS OR DAMAGE, OR FREE OF HARMFUL COMPONENTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. To the extent that a party may not as a matter of Applicable Law disclaim any implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

6. LIMITATION OF LIABILITY.

6.1 Liability Exclusion. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OR USE, OR FAILURE OF, OF THE SERVICES, THE THIRD PARTY COMPONENTS OR THE THIRD PARTY DATA PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, DAMAGE TO PROPERTY, ENVIRONMENTAL DAMAGE, LOSS OF PROFITS, REVENUES, ANTICIPATED SAVINGS, CUSTOMERS, OPPORTUNITIES, DAMAGE TO PRIVACY, REPUTATION OR

GOODWILL OR UNAVAILABILITY OF THE SERVICES, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

6.2 Limitation of Damages. ALTOVISTA'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE FEES PAID AND PAYABLE TO ALTOVISTA BY SUBSCRIBER DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES. ALTOVISTA SHALL HAVE NO LIABILITY ARISING OUT OF OR RELATING TO THE THIRD-PARTY COMPONENTS OR THE THIRD-PARTY DATA.

6.3 Exceptions. NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN SECTION 7.1 AND SECTION 7.2 SHALL NOT APPLY TO DAMAGES ARISING FROM EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT OR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

7. INDEMNIFICATION.

7.1 Indemnification by Altovista. Altovista will defend, indemnify and hold harmless Subscriber and its Authorized Users, and each of their officers, directors, managers, shareholders, members and employees from any and all claims, liabilities, costs and expenses (including reasonable attorney's fees and expert and consulting fees) in connection with any third party claim arising after the Effective Date that the use of the SaaS Services (excluding any open source software) in accordance with this Agreement infringes or misappropriates the United States Intellectual Property Rights of third party; provided, however, that the foregoing obligations shall be subject to Subscriber (a) promptly notifying Altovista of the claim, (b) providing Altovista with reasonable cooperation in the defense of the claim when Subscriber becomes aware, and (c) providing Altovista with sole control over the defense and negotiations for a settlement or compromise; provided, however, that Altovista shall not enter into any such settlement without Subscriber's prior written consent, which consent will not be unreasonably withheld, and that Subscriber shall be permitted to participate in the defense of any such claim, at its own expense, with counsel of its choosing. Notwithstanding the foregoing, Altovista shall have no obligation with respect to a third party claim to the extent the third party claim arises from: (s) claims arising out of acts or omissions of Subscriber or its users, employees or contractors; (t) claims brought by Subscriber or its Affiliates or Authorized Users; (u) claims arising from the use of prior versions software after receipt of modified or updated versions of software; (v) claims arising from the use of Third Party Applications, Third Party Components or Third Party Data; (x) use of the SaaS Services in combination with modules, apparatus, hardware, software, or services not authorized by Altovista or specified in the Documentation for use with the SaaS Services; (y) use of the SaaS Services in a manner that is not in accordance with this Agreement or the Documentation; (z) the alteration or modification of the SaaS Services by a party other than Altovista, unless such alterations and modifications were authorized by Altovista or specified in the Documentation for use with the SaaS Services.

7.2 Indemnification by Subscriber. Subscriber will defend, indemnify and hold harmless Altovista and its Affiliates, and each of their officers, directors, managers, shareholders, members and employees from any and all claims, liabilities, costs and expenses (including reasonable attorney's fees and expert and consulting fees) in connection with (I) any third party claim arising from or relating to (i) any allegation that any data, product specifications, information or materials provided by Subscriber hereunder, including, without limitation, the Subscriber Data and Third Party Applications, when used in connection with the SaaS Services: (a) infringes or misappropriates any Intellectual Property Rights of a third party, or (b) violates any Applicable Laws; (ii) the actual or alleged violation of Applicable Law by Subscriber, any Authorized User, or any Affiliate, employee, agent or independent contractor of Subscriber, whether related to the Services or otherwise; or (iii) Subscriber's breach of this Agreement; provided, however, that the foregoing obligations shall be subject to Altovista (x) promptly notifying Subscriber of the claim, (y) providing Subscriber with reasonable cooperation in the defense of the claim and (z) providing Subscriber with sole control over the defense and negotiations for a settlement or compromise; provided, however, that Subscriber shall not enter into any such settlement without Altovista's prior written consent, which consent will not be unreasonably withheld, and that Altovista shall be permitted to participate in the defense of any such claim, at its own expense, with counsel of its choosing; (II) disabling a connection to a Third Party Application at Subscriber's request; (III) Subscriber's actions or failure

to act, whether in reliance on the Services or otherwise, resulting in any third-party claim for personal injury or death, damage to personal property or reputation, environmental damage, interference with contract or employment, or violation of privacy; (IV) any request pursuant to a judicial or governmental order or other similar process, including but not limited to a subpoena or FOIA request or discovery request, seeking the disclosure of any Subscriber Data or other information collected or maintained by Altovista in connection with the SaaS Services. For the avoidance of doubt, and without limiting the foregoing, Subscriber hereby acknowledges that Altovista shall have no implicit or explicit obligation to challenge, oppose or defend against any request described in Clause (IV) of this subsection unless and until Subscriber reaffirms that it will honor its indemnification obligations as provided herein.

8. MISCELLANEOUS.

8.1 Notices. Unless otherwise specified herein, all notices and other communications between the parties required or permitted by this Agreement or by Applicable Law, will be deemed properly given, if given by (i) personal service, (ii) registered or certified mail, postage prepaid, return receipt requested, or (iii) nationally recognized private courier service, to the respective addresses of the parties set forth below or such other addresses as the respective parties may designate by like notice from time to time. Notices so given will be effective upon (a) receipt by the party to which notice is given; or (b) on the fifth (5th) business day following mailing, whichever occurs first:

If to Altovista:

Altovista Technology, Inc.
WeWork Merchant's Row
19 Clifford St. 8th Floor
Detroit, MI 48226
Attn: Bo Cheng

If to Subscriber:

City of Merced
611 W 22nd St
Merced CA 95340-3737

Attn: _____

Copy to:

Bodman PLC
201 S. Division, Suite 400
Ann Arbor, MI 48103
Attn: Timothy Damschroder, Esq.
Email: JMorrisson@Bodmanlaw.com

8.2 Assignment. Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other party; provided, however, that a party may, without the consent of the other party, assign or otherwise transfer this Agreement to any of its Affiliates or to an entity with or into which it is merged or consolidated or to which it sells its stock or other equity interests or all or substantially all of its assets. Any assignment or other transfer in violation of this section will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

8.3 Force Majeure. Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts that are not caused by or within the control of the nonperforming party, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

8.4 No Waiver. The failure of either party to enforce at any time for any period any provision hereof will not be construed to be a waiver of such provision or of the right of such party thereafter to enforce each such provision, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further

exercise thereof or the exercise of any other right or remedy. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged.

- 8.5 Amendment. No modification, change or amendment to this Agreement shall be effective unless in writing signed by Subscriber and Altovista. No term included in any invoice, estimate, confirmation, acceptance, purchase order or any other similar document in connection with this Agreement will be effective unless expressly stated otherwise in a separate writing signed by Subscriber and Altovista.
- 8.6 Relationship of the Parties. The relationship of the parties established by this Agreement is that of independent contractors and nothing contained herein will be construed to (a) give any party any right or authority to create or assume any obligation of any kind on behalf of any other party or (b) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.
- 8.7 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, to the extent the economic benefits conferred thereby to the parties remain substantially unimpaired, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions or affecting the validity or enforceability of any of such terms or provisions in any other jurisdiction.
- 8.8 Headings. The titles and headings contained in this Agreement are for reference purposes only and shall not in any manner limit the construction or interpretation of this Agreement.
- 8.9 Counterparts. This Agreement may be executed, including by electronic signature, in two or more counterparts, each of which shall be an original and all such counterparts together shall constitute one and the same instrument. Electronically executed or electronically transmitted (including via facsimile transmission) signatures have the full force and effect of original signatures.
- 8.10 Cumulative Remedies. All remedies for breach of this Agreement are cumulative, and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 8.11 Export Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations.
- 8.12 Compliance with Laws. Subscriber shall ensure that its use of the Services and all Subscriber Data complies with all Applicable Laws relating to the privacy of third parties or the protection of their personal data promulgated by any governmental, municipal, or legal authority having jurisdiction over Subscriber or the End User Data covered by this Agreement.
- 8.13 Entire Agreement. This Agreement supersedes all previous understandings, agreements and representations between the parties, written or oral and constitutes the entire agreement and understanding between the parties with respect to the subject matter thereof and incorporates all representations, warranties, covenants, commitments and understandings on which they have relied in entering into this Agreement, and, except as provided for herein, neither party makes any covenant or other commitment concerning its future action nor does either party make any promises, representations, conditions, provisions or terms related thereto.
- 8.14 Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to the choice of law or conflicts principles. Any legal suit, action or proceeding arising out of or related to this Agreement or the rights granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the state of organization of the defending party in such proceedings, in each case located in the city of the defending party's choosing within such state. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.



Exhibit 2 Schedule A

SERVICES SCHEDULE

1. Services. The Services covered by this Agreement consists of the following:

a. SaaS Services:

i. The Applications to be provided are described as follows:

Arx Suite Community Alert

ii. Altovista software services support subscriber CJIS requirements by addressing the CJIS Security Policy Areas. Altovista maintains the integrity and security of CJI data through its entire lifecycle. Altovista employs strict guidelines with regard to the capability to view, modify, transmit, and store CJI data.

1.1 Altovista leverages the Amazon Web Services ("AWS") GovCloud and related PKI encryption technology for transmission, compute and storage security. The AWS GovCloud infrastructure and services have been reviewed by state and federal law enforcement agencies, which confirm AWS's competence in supporting customer CJIS workloads. AWS GovCloud (US) is explicitly designed to meet unique compliance needs associated with sensitive workloads. Beyond the assurance programs available to all commercial regions, AWS GovCloud (US) allows customers at the state, local and federal level to adhere to ITAR, FedRamp/FISMA High and DoD SRG impact levels 2, 4 and 5. AWS also demonstrates compliance with applicable CJIS requirements as supported by additional third-party assessed frameworks, such as FedRAMP which includes on-site data center audits by our FedRAMP-accredited third-party assessment organization (3PAO).

2. Initial Term. The Initial Term is three (3) years commencing on the Effective Date.

3. Renewal Terms. Any Renewal Terms shall be for a period of 1 year.

4. Fees. Exhibit 1 of this Amendment for the initial three (3) years.

5. Payment Schedule. Subscriber will pay the Fees on the following schedule:

a. Initial Term: Fees are invoiced on an annual basis, beginning on the commencement of the Effective Date. Your annual SaaS fees for the Initial Term are set forth in the Investment Summary. Upon expiration of the Initial Term, your annual SaaS fees will be at our then-current rates.

b. Renewal Term: Fees for any Renewal Term will be paid on the first day of the Renewal Term.



**Exhibit 2
Schedule B**

TECHNICAL REQUIREMENTS

Interface Server Requirements

If third-party integrations are required, Altovista shall supply an interface server to be installed on site.

Networking/Firewall Requirements

Inbound	Outbound	VPN
IPSEC/SSH server VPN	All	Altovista needs ability to IPSEC/SSH to the interface server over our server VPN

Internet Connectivity Requirements

Altovista's software-as-a-service platform is accessed via web browser and requires Subscriber to connect via an active internet connection.

In office, Altovista recommends a high-speed internet connection of at least 100 mbps along with a backup internet service provider line for redundancy purposes. In the field, Altovista recommends a 4G LTE connection for best performance.