TO: Criminal Justice Committee
           Board of Commissioners

FROM: McCarther A. Griffis, Director
           Isabella County 911 & Emergency Management

DATE: November 12, 2022

RE: **Request to sign the Core Technology Corporation CAD Project**
           For the Work Session Agenda December 6, 2022

BACKGROUND

Our current Computer Aided Dispatch (CAD) software that provides critical services to the public and public safety officers is over 20 years old. We have been researching options to replace the current system. After working with the Sheriff, and other local public safety partners, we have come to the conclusion that the Tac 10 CAD software provided by Core Technology is the best way forward at this time. I have been notified that both Central Michigan University Police Department and the Mount Pleasant Police department are moving to the Records Management System (RMS) provided by Core Technology. After reviewing with the Sheriff, who is already on the RMS system, it appears there are many future benefits of moving to this CAD.   The ability to share information between the 911 Dispatch Center CAD to the police agencies' vehicles and police RMS systems, and then the ability to share information with the Prosecutors office. This will save staff time and increase the information's efficiency and security. Quotation number CORE-00001857 which expires December 31, 2022, details the project. Highlights of the project are the new CAD software, Mobile software, interfaces, and modules built to meet our needs. One-time service costs include professional services related to the installation, training, and cutover to the live product. Annual maintenance will include after-hours support as well as support for the interfaces and modules we will need to be developed.

ALTERNATIVES

1. Sign the agreement and accept the Core Technology Corporation CAD Project
2. Do not sign the agreement.

FINANCIAL IMPACT

- Central Dispatch has budgeted $300,000.00 for this project in its capital projects budget for this year.
- The total cost of the project is $331,982.50. This is $31,982.50 over the predicted budget.
- The overage of the $31,982.50 cost can be budgeted for next year.

We have tried to predict every possible need for the new system, but there will be a need at the

end of the project to budget for some development hours that will customize the system to our needs after we have had some time to use the system under live conditions.

The company is offering these hours at a reduced rate that can be purchased at the end of the contract for a limited time. I predict this will be about another $30,000.00 that can be budgeted for two years from now.

The terms of the contract allow Isabella County to break the payments up over the course of the next three years if desired with interest. I do not recommend this, this is option #2.

The terms of the contract also allow us to move up next year's planned purchase of upgraded CAD computers and servers/components to this year. This will support this project's timeline of October 2023 for cut-over/go-live.

I would recommend option #1 from the attached cover letter be pursued. The purchase would be split into multiple payments with the final payment being invoiced in December 2023. The first invoice for$165,991.25 will be issued in December 2022 and split into two payments. The first payment will be due within 30 days in the amount of $82,995.63. The second payment in the amount of $82,995.62.

OTHER CONSIDERATIONS

This project has multiple opportunities to collaborate with all of our existing agencies. The replacement of the current CAD software is necessary to continue to provide the highest quality dispatching services to our community and integrate better with our law enforcement agencies.

This solution has been reviewed by Isabella County Sheriff Mike Main and Lt. Cameron Wassman of Central Michigan University (our CAD partner). Both agreed it is better than the current software on many features.

The solution has also been reviewed with NetSource1, and they will support the areas they are responsible for as planned.

RECOMMENDATIONS

1.   Consider approving and accepting the request to sign the Core Technology Corporation CAD Project Quotation Order Form # CORE-00001857 and pursue the first option.

ATTACHMENTS

Core Technology Cover Letter
Core Technology Corporation Quote CORE-00001857
Core Technology Option #1 document

November 21, 2022

McCarther Griffis, Central Dispatch Director
Isabella County Central Dispatch
2010 E. Preston St.
Mt. Pleasant, MI 48858

Dear Marc,

Core Technology Corporation along with our sister company, Global Public Safety, is pleased to offer you the following pricing proposal for our TAC.10 CAD System and Supporting Talon Mobile Dispatch Technology.

Our product line offers a full featured solution, built on fully integrated state-of-the-art technology from Core Technology Corporation and TAC10 and that will meet your needs now, and well into the future. The implementation will include custom configurations based on your specifications and will be delivered by one of the best professional services team in this line of business who already provide solutions in Isabella County such as **MultiBridge and Talon for LEIN access & Data Sharing, TIMS RMS and JailTracker JMS used by Isabella County Sheriff's Office and TIMS RMS used by Shepherd Police Department**.

We are offering two payment plans that you may choose from:

1. **Zero interest plan:** The purchase may be split into multiple payments with the final payment of $165,991.25 being invoiced in December 2023. The first invoice for $165,991.25 will be issued in December 2022 and may be payable in two installments. The first installment will be due within 30 days in the amount of $82,995.63. The second installment, in the amount of $82,995.62 will be due upon confirmation of the following deliverables:

    a. Project kick-off call with agency.

    b. Business Process Review (BPR) with agency.

    c. Agency access to TAC.10 CAD testing environment.

    d. Installation of agency specific mapping layers and initial map review with agency.
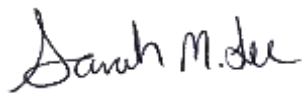
2. **Purchase with interest:** The purchase may be split into multiple payments with the final payment being invoiced in December 2024. The purchase may be split into three payments as follows: The first payment of $150,000 would be invoiced in December 2022, payable within 90 days. The second payment of $150,000 would be invoiced in December 2023, payable within 90 days. The third payment of $31,982.50 with a time value/finance charge of $2,559.00 (totaling $34,541.50) would be invoiced in December 2024, payable within 90 days.

Because both parties acknowledge that some additional development will be required throughout the implementation, applicable to either plan above, Core Technology Corporation/TAC.10 is also offering a discounted service rate of $180/hr. (instead of $250/hr.) on future development work to be used any time before December 31, 2024, for a maximum of 250 hours of work. The first 11.1 hours of development time, based on the $2,000.00 credit from the earlier trial agreement (Quote# CORE-00001888, dated June 22, 2022), will be performed at no cost to the County. Any work to be delivered, specific to this reduced hourly rate for development, will be based on a Statement of Work delivered by Core/Global and agreed to by both parties.

We will add which ever payment option the county selects, and the provision related to the reduced hourly service rate and the 11.1 hours free of charge, to the Exhibit A: Milestone Payment Schedule, of the contract that needs to be signed.

We look forward to working with you and to building a showcase site in Michigan of Core Technology's best of breed public safety solutions. Please let me know if you have any questions.

Sincerely,

Sarah M. Lee

Sarah M. Lee, Regional Sales Representative
Core Technology Corporation|Global Public Safety

Quotation/Order Form

Quote #:	CORE-00001857
Quote Date:	October 20, 2022
Expiration Date:	December 31, 2022

Quote For:	Marc Griffis, 911 Director	**Prepared By:**	Sarah Lee
	Isabella County Central Dispatch	**Phone:**	(517) 256-6995
Address:	2010 E. Preston Street	**Email:**	slee@coretechcorp.com
City, State Zip:	Mount Pleasant, MI 48858		

One Time License Costs
*Includes Early Adopter Discount

PRODUCT NAME	DESCRIPTION	QTY	PRICE	LINE TOTAL
TAC.10 CAD Software	TAC.10 CAD Software – TAC.10 CAD Dispatch Software, Backup and Admin; CAD Mapping, Web CAD Status Viewer, E911 Phone Interface, CAD Email, CAD SMS/Text Messaging, Fire Reporting Interface for Mt. Pleasant Fire Dept., 911 Incident Data to FetchGIS Map. *Ability to add Premise info such as building diagrams, etc. to locations will be included.* *Ability to have the position of the CAD Map save to the dispatcher's user profile will be included.*	1	$114,340.00	$85,755.00
TAC.10 CAD RapidSOS Interface	TAC.10 CAD RapidSOS Interface	1	$4,000.00	$4,000.00
TAC.10 CAD SOP Module	TAC.10 CAD SOP Module	1	$5,000.00	$5,000.00
Mobile Software	Mobile Software - Talon Mobile Dispatch (using CADConnect) with Mapping. *Ability to view Premise data for locations with Talon MDC will be included.* *Ability to view Call History within Talon MDC will be included.*	1	$68,350.00	$51,262.50
Talon Mobile Dispatch	Talon Mobile Dispatch (30 additional partial use clients)	1	$14,662.00	$14,662.00
			SUBTOTAL	$160,679.50

One Time Service Costs

PRODUCT NAME	DESCRIPTION	QTY	PRICE	LINE TOTAL
TAC10-Professional Services	TAC.10 Professional Services including Business Process Review, Remote and Onsite Training, Onsite Train the Trainer, Onsite Cut Live and Onsite Post Cut Live, and Data Conversion from OSSI. **Includes travel expenses.*	1	$121,875.00	$121,875.00
TAC.10 CAD RapidSOS Interface	TAC.10 CAD RapidSOS Interface – Implementation Services	1	$1,250.00	$1,250.00
TAC.10 CAD SOP Module	TAC.10 CAD SOP Module Implementation Services	1	$1,250.00	$1,250.00

Talon Mobile Dispatch	Talon Mobile Dispatch Additional Client Implementation Services	1	$4,500.00	$4,500.00
			SUBTOTAL	$128,875.00

Annual Maintenance

PRODUCT NAME	DESCRIPTION	QTY	PRICE	LINE TOTAL
TAC.10 - Maintenance	TAC.10 Annual Maintenance – 1 Year Normal support hours are Monday - Friday 8:00 AM to 6:00 PM CST, excluding holidays. After hours support is available to the customer for emergency assistance with critical, stop-work issues.	1	$36,538.00	$36,538.00
TAC.10 CAD RapidSOS Interface	TAC.10 CAD RapidSOS Interface Maintenance	1	$880.00	$880.00
TAC.10 CAD SOP Module	TAC.10 CAD SOP Module Maintenance	1	$1,100.00	$1,100.00
Talon Mobile Dispatch	Talon Mobile Dispatch Additional Client Maintenance	1	$3,910.00	$3,910.00
			SUBTOTAL	$42,428.00

TOTAL: $331,982.50

Terms and Conditions:

This is a price quote for the product and/or services names above, it is valid through the expiration date. Core Technology Corporation reserves the right to withdraw this price quote if it is not accepted by the expiration date.

1. This Order Authorization form incorporates by reference the following document(s) between Core and Customer:
   o Software License Agreement; and (if applicable)
   o Core Service Bureau terms and conditions; and (if applicable)
   o Statement of Work.
2. Any purchase order provided by Customer is valid only for purposes of identifying the "bill to" and "ship to" addresses. No additional terms contained within the purchase order shall be binding on Core Technology Corporation.
3. Applicable taxes, shipping and handling are not included unless specifically stated and will be added to the invoice at the time of issuance.
4. Each party executing this Order Authorization acknowledge and warrant that [he][she] is duly authorized by Core and/or the Customer to execute this Order Authorization on Core's and/or the Customer's behalf.
5. Unless otherwise marked on the actual invoice, payment terms are net-30 days from the date of invoice.
6. Transmission of images of signed Order Authorization forms by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed document Transmission of images of signed Quotation by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.

Payment Terms:

Software license and Service fees are invoiced and due upon receipt of the order. Annual Support fees are invoiced and due after software implementation. First year software subscription fees are due upon receipt of order, and at each anniversary thereafter. This price quote does not include tax.

Core Technology Corporation: **Customer:**

Signature _____   Signature _____

Name _____   Name _____

Title _____   Title _____

Date _____   Date _____

Please sign and return. Fax Number: 517-627-8944

TAC 10, Inc.
MASTER PURCHASE, LICENSE & SERVICES AGREEMENT

This *Master Purchase, License & Services Agreement* which includes the attached Exhibits (this "Agreement") is between **TAC 10, Inc. (herein referred to as "TAC10"),** and Isabella County Central Dispatch/9-1-1 **("Customer").** This Agreement sets forth the terms and conditions under which TAC10 will furnish the TAC10 Offerings described on a Quotation/Order Form and/or Statement of Work executed by the Parties to Customer.

The attached Exhibits include:

Exhibit A...............MILESTONE PAYMENT SCHEDULE

Exhibit B...............ANNUAL MAINTENANCE TERMS

Customer Address:	Isabella County Central Dispatch/9-1-1 2010 E. Preston Street Mt. Pleasant, MI 48858	Contact: Email: Phone: Mobile:	McCarther Griffis, Director mgriffis@isabellacounty.org (989) 773-1000 (989) 621-2726

By signing below, each of us agrees to the terms and conditions of this Agreement together with the attached Exhibits. This Agreement contains the complete and exclusive statement of the agreement between us relating to the matters referenced herein and replaces any prior oral or written representations or communications between us. This Agreement shall apply to Customer's purchase and license of Software and/or Services (collectively, "TAC 10 Offerings") described on a Quotation/Order Form and/or Statement of Work executed by the parties. After execution of this Agreement, Customer may from time to time purchase additional TAC 10 Offerings by executing additional Quotation/Order Forms and/or Statement of Works with TAC 10. The parties executing this Agreement on behalf of TAC 10 and the Customer each warrant that [he][she] is duly authorized by their respective party to execute this Agreement on behalf of their respective party and so bind them to the terms and conditions noted herein.

ACKNOWLEDGED AND AGREED TO BY:

TAC 10, INC.   **Isabella County Central Dispatch/9-1-1**

By: _____   **By:** _____
                                                                                  Authorized Signature   Title

Name: _____   **By:** _____
                                                                                  Authorized Signature   Title

Date: _____   **Date:** _____

1. **Definitions.**

"**ANNUAL MAINTENANCE TERM**" has the meaning set forth in Exhibit 2, Annual Maintenance Terms, Section 1, attached hereto.

"**AUTHORIZED COPIES**": Except as provided in Section 2, the only authorized copies of the Software and Documentation are the copies of each application software package defined in this Paragraph. They are:
a.   The single copy of the Software and the related Documentation delivered by TAC10 under this Agreement; and
b.   Any additional copies made by Customer as authorized under Section 2

"**CONFIDENTIAL INFORMATION**": Information disclosed or obtained by one party in connection with, and during the term of, this Agreement and designated as "Confidential" by the party claiming confidentiality at the time of disclosure. Confidential Information does not include any information which was previously known to the other party without obligation of confidence or without breach of this Agreement, is publicly disclosed either prior or subsequent to the other party's receipt of such information, or is rightfully received by the other party from a third party without obligation of confidence.

"**CUSTOMER LIAISON**": A Customer employee assigned to act as liaison between Customer and TAC10 for the duration of the Agreement. Within ten (10) days of the Effective Date, Customer shall notify TAC10 of the name of the Customer Liaison.

"**CUT LIVE**" shall mean the moment a Customer processes a live call through its System.

"**DOCUMENTATION**" shall mean the reference, installation, administrative and programmer manuals relating to the use of the Software delivered by TAC10 to Customer with the Software. Documentation shall not include marketing materials.

"**EFFECTIVE DATE**" shall mean the latter of the two dates in the above signature block.

"**QUOTATION/ORDER FORMS**" shall mean the TAC10 ordering schedules which are signed by TAC10 and Customer to place orders for TAC10's Software products, Third Party Software, or Services under this Agreement

"**SERVICES**" shall mean the Professional Services described in Section 10 below, and Software Maintenance, collectively.

"**SITE**" shall mean a specific, physical location of Customer's business at which the System is deployed as set forth in the applicable Quotation/Order Form.

"**SOFTWARE**" shall mean all or any portion of the Software Product(s) and Documentation provided by TAC10 and its licensors to Customer, whether in machine-readable or printed form, which Software Product(s) are listed in the applicable Quotation/Order Form and all corrections, updates, upgrades, and enhancements thereto.

"**SOFTWARE LICENSE**" has the meaning set forth in Section 2 below.

"**SOFTWARE MAINTENANCE**" shall have the meaning set forth in Section 4.a below.

"**SOFTWARE PRODUCTS**" shall mean the individual Software products identified, enumerated, and set forth in the SOW and the Quotation/Order Form.

"**STATEMENTS OF WORK**" or "**SOW**s" shall mean statements of work which are signed by TAC10 and Customer (or a Customer Affiliate) to place orders for professional services to be performed by TAC10 under this Agreement.

"**SUBLICENSED SOFTWARE**" shall mean those components of the Software that are sublicensed by TAC10.

"**SUPPORTED SOFTWARE**" shall mean Software for which Customer is entitled to receive Software Maintenance.

"**SYSTEM**" shall mean the Software, Third Party Software and Services described in the applicable Quotation/Order Form or Statement of Work.

"**SYSTEM CHARGE**" shall mean collectively, as specified in each Quotation/Order Form or Statement of Work (as applicable), the fees for Software and Third Party Software licenses and fees for installation, training and other services.

"**THIRD PARTY SOFTWARE**" shall mean the software necessary for the equipment to function properly to allow the Software Products to operate on the equipment, and shall include (I) open source software provided to Customer by TAC10; and/or (II) operating system software and database software, if any, provided to Customer by TAC10. This definition of Third Party Software expressly excludes any products that are considered Software.

"**UPGRADE**" shall mean any enhanced and/or improved versions of the Software released after execution of this Agreement.

"**USERS**" has the meaning set forth in Section 2 below.

2. **Software License and Restrictions.** Contingent upon Customer's compliance with the terms of this Agreement and with all Site, quantity, User and use restrictions detailed in a SOW or Quotation/Order Form, TAC10, and its licensors, grants to Customer a perpetual (subject to Paragraph 12), non-exclusive and non-transferable license to install and permit its employees ("Users") to use the Software solely for Customer's internal purposes ("Software License"). Customer shall not copy the Software except that Customer may create a limited number of copies of the Software as reasonably necessary for archival or back-up purposes. Customer shall not sublicense, redistribute or otherwise allow third parties to use the Software, directly or indirectly, whether on a time sharing, remote job entry or service bureau arrangement or otherwise. Customer will not engage any third party to host the Software for Customer's use, nor will Customer host for others or otherwise make the Software available for use by others. Customer will not modify or prepare derivative works of the Software. Customer will not reverse compile, reverse engineer or reverse assemble the Software or otherwise attempt to derive or obtain any portion of the Software source code. If Customer fails to pay all fees specified in Exhibit A, then Customer shall forfeit the right and license to use the System and shall return them to TAC10.

3. **Installation and Training.** TAC10 will provide the installation services and training services specified in a Quotation/Order Form or Statement of Work. Customer will provide prompt and reasonable access to Customer's information, documentation, facilities, equipment, hardware and personnel as requested by TAC10 to facilitate TAC10's performance of the installation services and training services.

4. **Maintenance & Support.**

    a.   Software Maintenance. Subject to Customer's payment of the applicable maintenance fees ("Software Maintenance Fees") to TAC10, TAC10 will provide maintenance, software correction and support services for the Software, excluding Third Party Software and Project Deliverables, (such services, "Software Maintenance") during the Customer's Annual Maintenance Term and the concurrent initial one-year warranty period. Software Maintenance will be provided in accordance with TAC10's Annual Maintenance Terms, in effect as of the Effective Date.

    b.   No Additional Maintenance. TAC10 will have no obligation to provide any maintenance or support services beyond such Software Maintenance as Customer may be entitled to receive by virtue of having paid the associated fees unless such maintenance or support services are expressly set forth in an Quotation/Order Form or Statement of Work.

    d.   Maintenance Lapse. Customer will not be eligible to receive Software Maintenance unless Customer has received such maintenance continuously from the Effective Date or Customer first pays to TAC10 the fees that would have been paid to TAC10 by Customer for any period in which Customer did not elect to receive such maintenance. If this Agreement terminates or Customer discontinues Software Maintenance for any reason, and then subsequently desires (with TAC10 's permission) to purchase or reactivate Software Maintenance in the future, such repurchase or reactivation will be at the prevailing rates at the time of repurchase or reactivation. However, in the event the Software has been updated or replaced by TAC10 in the interim period, TAC10 will have to install the new/updated Software for which the Customer could incur an installation charge and a Software license charge, which may or may not require updated equipment to be purchased by Customer.

5. **Fees & Additional Purchases.**

    a.   Payment Terms. The attached Exhibit A sets forth the manner in which fees and payments will be allocated and made under this Agreement. Customer will pay without deduction or set-off the fees set forth on the Quotation/Order Form for each TAC10 Offering purchased or licensed by Customer and services ordered under any Statement of Work. All payments are due within 30 days of the invoice date. Late payments will incur a charge of 1.0% per month, not to exceed the maximum amount allowed by law. Customer shall pay any and all applicable federal, state and local sales, use, value added, excise, duty and any other taxes of any nature (except any taxes based on TAC10 's net income) assessed on the TAC10 Offerings. To the extent Customer imposes additional requirements on TAC10 for Services other than those expressly provided in this Agreement, TAC10 retains the right to make additional price adjustments and/or any other adjustments that may be necessitated. Before performing these additional Services, TAC10 will notify Customer that the Services are subject to additional charge(s).

    b.   If Customer wishes to add additional TAC10 Offerings, Customer agrees to pay the additional fees at the then current Software and Services prices in effect. Software Maintenance Fees shall be increased according to the additional Software fees on the next annual billing date after the additional Software is added. With said payment, the license provided in Section 2 permits Customer's use of the Software.

    c.   Annual Software Maintenance Fees. Customer shall pay without deduction or set-off annual Software Maintenance Fee(s) referred to herein as "Annual Maintenance Fee(s)" as set forth on the Quotation/Order Form for each TAC10 Offering purchased or licensed by Customer. TAC10 reserves the right to increase Customer's Annual Maintenance Fees on the anniversary of Customer's Software Maintenance renewal. All payments are due within 30 days of the invoice date. Late payments will incur a charge of 1.0% per month, not to exceed the maximum amount allowed by law. Customer shall pay any and all applicable federal, state and local sales, use, value added, excise, duty and any other taxes of any nature (except any taxes based on TAC10's net income) assessed on Customer's Annual Maintenance Fees. In addition, should Customer cancel Software Maintenance after the start of the new Annual Maintenance Term, Customer is not entitled to a refund and all unpaid Annual Maintenance Fees are due and payable in full. If Customer fails to pay such invoice within thirty (30) days, a reinstatement fee may be charged in addition to the annual support and maintenance fee. TAC10 reserves the right to deliver all invoices to Customer via email.

    d.   Exclusions. The System Charge does not include, and Customer agrees to pay, any additional sums for:
    (i)   Equipment, Software, Third Party Software and services not included as part of the System Charge and requested by Customer (including software changes or reconfiguration).
    (ii)   Services required by or incurred due to: (1) incomplete site preparation, in accordance with an agreed-upon schedule; or (2) any Third Party Software not furnished with the System that either fails to interface or integrate with the System or materially impairs the System's operation.
    (iii) All of TAC10's direct, out-of-pocket travel and associated living expenses, including applicable travel policy per diems and other travel fees.
    (iv)   Charges for shipping, freight, insurance, loading, unloading and storage associated with the delivery, installation and repair of the System.

6. **Confidentiality.**

    a.   Subject to the requirements of the Freedom of Information Act (FOIA) and/or other comparable applicable state law, each party shall hold all Confidential Information in trust and confidence for the party claiming confidentiality and not use such Confidential Information absent express written consent by the party claiming confidentiality. The other party

agrees not to disclose any such Confidential Information, by publication or otherwise, to any other person or organization. Customer agrees to timely notify TAC10 of any request(s) made for disclosure of confidential information.

b. Customer hereby acknowledges and agrees that all Licensed Products are Confidential Information and proprietary to TAC10. In addition to the other restrictions set forth elsewhere in this Agreement or otherwise agreed to in writing, Customer agrees to implement all reasonable measures to safeguard TAC10 's proprietary rights in the TAC10 Offerings, including without limitation the following measures:

(i) Customer shall only permit access to the TAC10 Offerings to those employees who require access and only to the extent necessary to perform Customer's internal processing needs.
(ii) Customer shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials; and
(iii) Customer shall not attempt to disassemble, decompile or reverse engineer the Software.

c. In the event that a party is required by law to disclose Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt prior notice of such pending disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. The Receiving Party shall cooperate with any attempts by the Disclosing Party to obtain such protective order or other appropriate remedy. In the absence of a protective order or a receipt of a waiver, the Receiving Party agrees to furnish only that portion of the Confidential Information that it is legally required to disclose and such disclosure shall not be a breach of this Agreement.

d. Notwithstanding the foregoing: nothing herein shall be construed as to prevent TAC10 or its employees from providing services or developing materials that are similar or identical to or competitive with those developed or provided under this Agreement; TAC10 may disclose Customer's Confidential Information to contractors engaged by TAC10 to assist in the performance of any Services hereunder; TAC10 may disclose to its licensors Customer's identity and such other information regarding Customer's use of the Software as such licensors may require be disclosed by TAC10; and TAC10 may use any ideas, concepts, know-how and techniques used, discovered or reduced to practice while furnishing TAC10 Offerings to Customer for the benefit of TAC10 and other TAC10 customers.

e. Customer agrees that in addition to any other remedies that may be available at law, equity or otherwise, TAC10 shall be entitled to seek and obtain a temporary restraining order, injunctive relief, or other equitable relief against the continuance of a breach or threatened breach of this Section 6 on Confidentiality and Non-Disclosure without the requirement of posting a bond or proof of injury as a condition for the relief sought.

f. To the extent required by applicable law for CORE to perform its services set forth herein, CORE adheres to FBI Criminal Justice Information Services ("CJIS") policies including, but not limited to, the CJIS Security Addendum approved by the Director of the FBI, acting for the U.S. Attorney General, as referenced in Title 28 CFR 20.33 (a)(7).

7. **Ownership.** Except for the limited license set forth herein, all rights, title and interests to and in the Software and Services, including without limitation all trademarks, service marks, patents, copyrights, trade secrets and other proprietary rights therein, are reserved and will remain the exclusive property of TAC10 or its licensors. Customer will not take any action that jeopardizes TAC10's or its licensors' proprietary rights. Customer acknowledges and agrees that it acquires no right in the Software, except the limited use license specified in Section 2 above. TAC10 and its licensors, as applicable, will own all rights in any Authorized Copies of the Software made by Customer. Customer agrees to take, at TAC10's sole expense, any actions reasonably requested by TAC10 to reflect, confirm or perfect such rights in TAC10's or an applicable sub-licensor's name.

8. **Warranty, Indemnity, Remedies.**

a. <u>Software Warranty</u>. TAC10 warrants, for Customer's benefit only, that Supported Software will perform substantially in accordance with the Documentation for a period of one (1) year after the date on which Customer's license for such Supported Software is i) initially installed by TAC10 per the Quotation/Order Form and SOW, or ii) if by Customer, initially delivered to Customer by TAC10. TAC10's warranty shall not apply to Supported Software that has been modified by Customer or third parties, or to Supported Software that is installed on computer systems not approved by TAC10. Customer agrees to notify TAC10 in writing before expiration of the preceding period of the failure of any Supported Software to satisfy the foregoing warranty and, after verification thereof by TAC10, TAC10 will undertake to correct any reported error in accordance with its Annual Maintenance Terms. Customer acknowledges that the Software may not satisfy all of Customer's requirements and the use of the Software may not be uninterrupted or error-free. TAC10 warrants, for Customer's benefit only, that it possesses the necessary intellectual rights to license to Customer the Supported Software provided hereunder.

b. <u>Services Warranty</u>. TAC10 warrants that: (i) it will perform the Services in a professional and workmanlike manner; and (ii) the Project Deliverables will perform substantially in accordance with the specifications set forth in the applicable Statement of Work and applicable Documentation for a period of 30 days after delivery to Customer. Customer agrees to notify TAC10 in writing before expiration of the preceding period of the failure of any Project Deliverable to satisfy the foregoing warranty and, after verification thereof by TAC10, TAC10 will undertake to correct any reported error in accordance with its Annual Maintenance Terms.

c. <u>Indemnity</u>. If a lawsuit is brought against Customer claiming the Software, other than Third Party Software, infringes a U.S. copyright or misappropriates a third party trade secret, TAC10 will defend Customer in the lawsuit at TAC10's expense, and TAC10 will pay the damages and costs finally awarded against Customer or agreed upon in settlement in the action, but only if: (i) Customer notifies TAC10 in writing promptly upon learning that a claim may be asserted, but in any case not later than five (5) days after Customer receives notice of such lawsuit; (ii) Customer grants

TAC10 sole control over the defense of the claim and any negotiation for its settlement or compromise; (iii) Customer accepts any remedial actions provided by TAC10 pursuant to Paragraph 8(d) below; and (iv) Customer provides assistance as TAC10 reasonably requests. TAC10's obligation to indemnify and save Customer harmless under this Section is void if the claim of infringement arises out of or in connection with any modification made to the Software or any use of the Software not specifically authorized in writing by TAC10.

d. <u>Other Rights</u>**.** In the event of a claim under Paragraph 8(c) above, TAC10 shall have the rights to: (i) replace the Software alleged to be infringing with non-infringing software that provides substantially the same functionality; (ii) procure for Customer the right to continue using the affected Software; and (iii) if TAC10 determines that the foregoing actions set forth in clauses (i) and (ii) of this Paragraph 8(d) are not reasonably practicable or commercially reasonable, terminate Customer's license to use the Software alleged to be infringing and, if such termination occurs before the date that is five (5) years after the date the Software was first licensed by Customer, refund to Customer a pro-rata portion of the license fees paid for the Software based on a five (5) year straight-line depreciation schedule commencing upon such date. Paragraph 8(c) and this Paragraph 8(d) state Customer's exclusive remedy, and TAC10's exclusive liability, for any claim of infringement or misappropriation.

e. <u>Limitations</u>**.** TAC10 will have no obligation to Customer under this Section 8 if: (i) any portion of the Software has been modified after delivery to Customer by any party other than TAC10; (ii) Customer does not promptly install each Upgrade, update and other fix or error correction provided to Customer by TAC10 or its licensors; (iii) an alleged infringement or misappropriation or warranty failure is based upon the combination of the Software with any software not provided to Customer by TAC10; or (iv) an alleged infringement or misappropriation or warranty failure was caused by TAC10's compliance with Customer's instructions or upon the incorporation of computer code or other materials into the Software at Customer's request.

f. <u>Third Party Software</u>**.** Customer acknowledges and agrees that Third Party Software provided to Customer by TAC10 is provided to Customer pursuant to the terms of the licensor's applicable license, and Customer agrees to be bound thereby and that such terms govern any conflict between those terms and this Agreement. Customer will acquire only those rights in the Third Party Software granted by applicable license and accorded by applicable law. In the event that any Third Party Software provided by TAC10 to Customer requires acceptance of a "shrink wrap" or "box top" license or agreement or execution of a "click-through" license or agreement for the access, opening, unpacking, installation or configuration thereof, Customer acknowledges and agrees that TAC10 may act as an agent on Customer's behalf in accepting and executing such license or agreement on behalf of Customer. TAC10 PROVIDES THE THIRD PARTY SOFTWARE "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. THE WARRANTIES, INDEMNITIES, AND REMEDIES SET FORTH IN THIS SECTION 8 DO NOT APPLY TO THIRD PARTY SOFTWARE OR ANY BREACH, INFRINGEMENT, OR MISAPPROPRIATION ALLEGED TO BE CAUSD BY THIRD PARTY SOFTWARE. Customer acknowledges it must look exclusively to the manufacturer of the Third Party Software for any warranty, maintenance, support or other service or remedy relating thereto. Software Maintenance does not apply to Third Party Software.

g. <u>High Risk Activities</u>**.** The TAC10 Offerings and Project Deliverables may contain technology that is not fault-tolerant and is not designed or intended for use in hazardous environments or other applications requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines or any other application in which the failure of the TAC10 Offerings or Project Deliverables could lead directly to death, personal injury or severe physical or property damage (collectively, "High Risk Activities"). Customer represents that it is not acquiring any of the TAC10 Offerings for use with High Risk Activities and Customer agrees that TAC10 shall have no liability of any kind relating to any TAC10 Offering used in High Risk Activities.

h. <u>Compliance with Laws</u>**.** To the extent permitted by law, customer agrees that it will comply with all U.S. and foreign laws, regulations and orders applicable to Customer's use of the Systems, including all applicable U.S. export control laws and U.S. Export Administration Regulations and related Executive Orders. Customer shall defend, indemnify, pay and hold harmless TAC10 from and against all loss and liability arising out of or relating to Customer's failure to comply with such applicable U.S. and foreign laws, regulations or orders.

i. <u>WARRANTY DISCLAIMER</u>**.** EXCEPT AS EXPRESSLY PROVIDED HEREUNDER, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, TAC10 MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE SOFTWARE, SERVICES, TAC10 OFFERING(S) OR ANY THIRD PARTY SOFTWARE OR OTHER MATERIALS, SERVICES, INFORMATION OR TECHNOLOGY, AND TAC10 EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. **Additional Professional Services**. TAC10 will provide the professional services described in each Statement of Work signed by the parties (the "Services"). Customer agrees that each such Statement of Work incorporates by reference the terms and conditions of this Agreement and constitutes a separate agreement for the purchase of Services. Any change in the scope of Services must be agreed upon in writing by TAC10 and Customer, and may result in additional fees and scheduling changes, as determined by TAC10. If specified in a Statement of Work, TAC10 will provide to Customer deliverable(s) created specifically for Customer (any such deliverables provided to Customer by TAC10 being referred to herein as the "Project Deliverable"). Unless otherwise set forth in a Statement of Work or in this Agreement, Project Deliverables shall be deemed to be part of the Software for purposes of this Agreement. During installation of the System or any Project Deliverables, the Customer shall have the same responsibilities as are outlined in the Annual Maintenance Terms, including but not limited to the Customer's responsibility to provide TAC10 with secure high speed remote access to all servers and work stations running the Software. Customer will grant access rights to all TAC10 personnel so designated by TAC10 as authorized by TAC10 to need access rights.

10. **Acceptance Testing.**

    a.   <u>Acceptance Testing Procedure</u>. In the event a Quotation/Order Form specifies that Customer's acceptance of all or part of the order specified therein is subject to successful completion of acceptance testing, the following procedures and time periods shall apply: Customer will be entitled to test the Software and Project Deliverable as applicable to determine if they operate in accordance with, and otherwise conforms to the mutually agreed upon criteria ("Acceptance Criteria"). If acceptance testing is a required term in a Quotation/Order Form but the period or procedures for such acceptance testing are not specified on the Quotation/Order Form, then (i) Customer will have thirty (30) days from the date the Software/Project Deliverable is delivered to Customer in which to complete all acceptance testing, and (ii) Customer may use its own internal test procedures and any sample input. Acceptance of the Software/Project Deliverable shall not be deemed to constitute a waiver by Customer of any rights it may have based on TAC10's warranties. If no Acceptance Criteria are set forth in a Quotation/Order Form or SOW, then the Acceptance Criteria shall be that the Software/Project Deliverables perform in substantial compliance with the applicable Documentation.

    b.   <u>Acceptance or Rejection</u>. If Customer determines the Project Deliverable/Software (as applicable) successfully operates in accordance with, and otherwise conforms to, the Acceptance Criteria, Customer will notify TAC10 that Customer accepts the Software/Project Deliverable within ten (10) days of the completion of the applicable testing period. If Customer determines the Software/Project Deliverable does not operate in accordance with, or otherwise conform to, the applicable Acceptance Criteria, then Customer will provide TAC10 with a notice describing the nonconformance to the Acceptance Criteria within ten (10) days of the completion of the applicable testing period. TAC10 will have thirty (30) days from the date it receives Customer's notice of the nonconformance to correct (at no additional cost to Customer) the Software/Project Deliverable. When TAC10 redelivers the Software/Project Deliverable, Customer will be entitled to repeat the testing process. The Software/Project Deliverable ordered on any Quotation/Order Form will be deemed to have been accepted by Customer if (i) Customer does not provide TAC10 with a written notice of nonconformance to the Acceptance Criteria within ten (10) days after expiration of the applicable testing period, or (ii) the Project Deliverable/Software (as applicable) is put into production use by the Customer.

11. **LIABILITY LIMITATION.** TAC10'S AND ITS LICENSORS' ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES ARE SET FORTH HEREIN. UNDER NO CIRCUMSTANCES WILL TAC10 OR ITS LICENSORS BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS OR COSTS OF COVER, WHETHER FORESEEABLE OR UNFORESEEABLE, REGARDLESS OF WHETHER SUCH DAMAGES ARE ASSERTED TO ARISE OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE OR OTHERWISE, DAMAGES ARISING FROM LOSS OF DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS AND DAMAGE TO EQUIPMENT. NOTWITHSTANDING THE FORM (E.G., CONTRACT, TORT OR OTHERWISE) IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, IN NO EVENT WILL TAC10 OR ITS LICENSORS BE LIABLE FOR DAMAGES OR LOSSES THAT EXCEED, IN THE AGGREGATE, THE FOLLOWING FOR EACH RESPECTIVE BREACH OR SERIES OF RELATED BREACHES: (I) WITH RESPECT TO SOFTWARE, THE AMOUNT OF LICENSE FEES PAID BY CUSTOMER FOR THE SOFTWARE THAT GAVE RISE TO SUCH DAMAGES OR LOSSES; AND (II) WITH RESPECT TO ANY SERVICES PROVIDED HEREUNDER, THE AMOUNT OF FEES PAID FOR THE SERVICES THAT GAVE RISE TO SUCH DAMAGES OR LOSSES. EXCEPT WITH REGARD TO PAYMENTS DUE TAC10 , NEITHER PARTY WILL BE LIABLE FOR ANY DELAYS OR FAILURES IN PERFORMANCE DUE TO CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL THAT COULD NOT BE AVOIDED BY ITS EXERCISE OF DUE CARE.

12. **Term and Termination.** The term of this Agreement will commence upon the Effective Date and shall continue until terminated pursuant to the provisions herein (such period, the "Term").

    a.   If Customer fails to make prompt payments to TAC10 when invoiced, including but not limited to all fees specified in Exhibit A or if Customer fails to fulfill its responsibilities under this Agreement, including but not limited to those outlined in Section 15, then TAC10 may at its option terminate this Agreement with written notice as follows:
    (i) The termination notice shall define the reason for termination;
    (ii) If the cited reason for termination is Customer's failure to make prompt payment, Customer shall have ten (10) days from receipt of said notice to make payment in full for all outstanding invoiced payments due:
    (iii) If the cited reason for termination is Customer's failure to fulfill its responsibilities, Customer shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this Agreement;
    (iv) During the applicable cure period, TAC10 will use sound management practices and its best efforts to resolve any issues or obstacles – including the reassignment of personnel if necessary to improve the working relationship;
    (v) At the end of the applicable cure period, unless the termination has been revoked in writing by TAC10, the Agreement terminates.

    b.   In the event of termination, TAC10 shall continue to provide its services, as previously scheduled, through the termination date and the Customer shall continue to pay all fees and charges incurred through the termination date as provided in the attached Exhibits.

    c.   Upon termination under Subparagraph 12.a, Customer shall return to TAC10 all Software Products, including any copies provided to or created by Customer under this Agreement. If termination is for lack of payment, Customer shall return all tangible TAC10 Offerings identified on the Quotation/Sales Order Form.

13. Mediation.

a. The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided, however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

b. Nothing in this Section 13 shall preclude any party from applying to a court of competent jurisdiction for, and obtaining if warranted, preliminary or ancillary relief pending the conduct of mediation, or an order to compel the mediation provided for herein. The parties agree that the state and federal courts in Michigan shall be the exclusive courts in which either party may seek such relief.

14. Assignment. Customer may not assign this Agreement without the prior written consent of TAC10, which consent shall not be unreasonably withheld. TAC10 may assign this Agreement to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status, it's right to payment hereunder or grant a security interest in this Agreement or such payment right to any third party. TAC10 may perform any obligation pursuant to this Agreement using agents and subcontractors. The Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and permitted assigns.

15. Customer Liaison and Customer Responsibilities

The successful implementation of the Licensed Products into Customer's environment requires Customer's commitment to and cooperation in the implementation process. Accordingly, Customer hereby agrees to the following:

a. Customer understands that, in the event Customer procures its own Equipment, the Licensed Software is designed to run in a specified operating environment which includes hardware, software and related equipment

b. Customer is responsible for assuring that the appropriate hardware equipment, related components and all cabling are installed timely and are suitable for the successful installation of the Licensed Software.

c. Customer agrees to provide the management interface and support necessary to successfully complete the implementation of the Licensed Software. This support includes upper level management priority setting and timely involvement during and after a change in Customer's organization, Customer's operations and/or after changes in Customer's internal policies or procedures which directly affect the software implementation.

d. Customer shall assign an upper level employee to serve as the Customer Liaison for the duration of the Licensed Software implementation. If Customer must replace the Customer Liaison for reasons beyond its control, Customer will assign a new Customer Liaison as soon as reasonably possible. TAC10 is not responsible for any delay caused directly or indirectly by the reassignment of the Customer Liaison. In addition to other duties and responsibilities, the Customer Liaison shall:

   (i) provide timely answers to TAC10 's requests for information;
   (ii) coordinate a mutually agreeable implementation and training schedule;
   (iii) have authority to sign for and obligate Customer to any matters relating to service requests, design documents, performance test documents and/or delivery and service dates;
   (iv) in situations where Customer participation is required, provide timely input for systems definition, detail design, and use of the software system.

e. Customer is responsible for creating and maintaining its master files, tables and the like which includes accurate data entry, accurate file editing and overall file control to assure successful systems performance.

f. Customer shall provide qualified personnel with sufficient backup to be trained to use the Licensed Software and to interpret the output. Applying the output information in Customer's environment is Customer's sole responsibility.

16. General.

a. Customer will not knowingly transfer to parties that will subsequently re-export the Software to embargoed countries or allow export, directly or indirectly, of any product acquired under this Agreement without first obtaining an export license from the US Department of Commerce or any other agency or department of the United States Government, as required.

b. All notices required or provided hereunder shall be in writing and will be deemed given as of the day received either by receipted, nationwide overnight delivery service or in the U.S. mails, postage prepaid, certified or registered, return receipt requested, to the addresses and attention of the representatives specified below with copy to each party's General Counsel.

c. The Software, both TAC10 and Third Party Software (including documentation), is provided with Restricted Rights. Use, duplication, or disclosure for or by the government of the United States, including without limitation any of its agencies or instrumentalities, is subject to restrictions set forth, as applicable: (i) in subparagraphs (a) through (d) of the *Commercial Computer Software-Restricted Rights* clause at FAR 52.227-14, or FAR 52.227-19; (ii) in subparagraph (c)(1)(ii) of the *Rights in Technical Data and Computer Software* clause at DFAR 252.227-7014, DFAR 252.227-7015, DFAR 252.227-7018, or DFARS 252.227-7013; or (iii) in similar clauses in other federal regulations, including the NASA FAR supplement. The contractor or manufacturer is TAC10, its licensors and/or a Third Party as may be noted on the Quotation/Order Form and/or SOW. Customer will not remove or deface any restricted rights notice or other legal notice appearing in the Software or on any packaging or other media associated with the Software. Customer will require that its users and other recipients, if any so authorized by TAC10 herein, agree to and acknowledge the provisions of this Section 16.c, in writing.

d. Customer grants to TAC10 the right to use Customer's name and trademarks solely as a client reference in promotional and marketing materials in accordance with generally accepted industry standards and practices for such references.

e. TAC10 and Customer are independent parties. Nothing in this Agreement will be construed to make either party an agent, employee, franchisee, joint venturer or legal representative of the other party.

f. Neither Party shall be liable to the other Party or shall be subject to termination of this Agreement by the other Party, for any delay, nonperformance, loss or damage (other than for failure to pay any amount when due) because of reasons beyond its reasonable control including, but not limited to, acts of God, acts, regulations or laws of any government, acts of terrorism, war, riots, civil unrest, power failures, accidents in transportation or other causes beyond the reasonable control of the respective Party.

g. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement, including the terms of Sections 1, 2, 5, 6, 7, 8, 9, 11, 12, 13, 14 and 16.

h. This Agreement will be governed by and interpreted in accordance with the laws of the State of Michigan, excluding its conflict of law principles. TAC10 will be entitled to its reasonable attorneys' fees in addition to any other damages and amounts awarded to it in any action to collect unpaid fees owed pursuant to this Agreement.

i. No waiver, amendment or other modification of this Agreement will be effective unless in writing and signed by the party against whom enforcement is sought. The paragraph headings which appear herein are included solely for convenience and shall not be used in the interpretation of this Agreement. If any provision of this Agreement is held unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement.

j. This Agreement and its schedules constitute the complete and entire statement of all terms, conditions and representations of the agreement between TAC10 and Customer with respect to its subject matter and supersede all prior writings or understandings, including any prior agreement regarding confidentiality that may have been entered into by the parties.

k. This Agreement may be executed by the parties hereto in multiple counterparts and shall be effective as of the Effective Date when each party shall have executed and delivered a counterpart hereof, whether or not the same counterpart is executed and delivered by each party. When so executed and delivered, each such counterpart shall be deemed an original and all such counterparts shall be deemed one and the same document. Transmission of images of signed signature pages by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.

TAC 10, INC.

EXHIBIT A: MILESTONE PAYMENT SCHEDULE

TAC10 will provide a milestone payment schedule for the Software, Third Party Software and Services for each System listed on the **Quotation/Order Form # CORE-00001857 and dated October 20, 2022** as follows:

1. 100% hardware and (if any purchased) at signing of this Agreement

2. **The total contractual amount ($331,982.50)** will be split into multiple payments with **no interest** incurred during the time between dates payments are due.

3. The first invoice will be issued in **December, 2022 for $165,991.25 and may be payable in two installments**. The **first installment** will be due within 30 days of invoice in the amount of **$82,995.63.**

4. The **second installment,** in the amount of **$82,995.62** will be due upon confirmation of the following deliverables:
   a. Project kick-off call with agency.
   b. Business Process Review (BPR) with agency.
   c. Agency access to TAC.10 CAD testing environment.
   d. Installation of agency specific mapping layers and initial map review with agency.

5. **The FINAL PAYMENT will be invoiced in December, 2023 for $165,991.25 and will be payable within 30 days.**

6. Because both parties acknowledge that some additional development will be required throughout the implementation, Core Technology Corporation/TAC.10 is also offering a discounted service rate of **$180/hr. (instead of $250/hr.) on future development work to be used any time before December 31, 2024**, **for a maximum of 250 hours of work**. The first 11.1 hours of development time, based on the $2,000.00 credit from the earlier trial agreement **(Quote#CORE-00001888, dated June 22, 2022), will be performed at no cost to the County.** Any work to be delivered, specific to this reduced hourly rate for development, will be based on a **Statement of Work** delivered by Core/TAC.10 and agreed to by both parties.

7. **Maintenance Service & Payments in Subsequent Years**
   The term "Annual Maintenance" when used on a Quotation/Order Form designates fees associated with the annual fee for maintenance services only. Second year maintenance service for each System begins on the anniversary date of TAC10's installation of the Software at Customer's site as set forth in Exhibit B – Annual Maintenance Terms.

8. **Other Milestones**
   a. Upon order the Customer shall pay TAC10 50% of Custom Interfaces and Other Customizations.
   b. Upon the beginning of Productive Use, the Customer shall pay TAC10 50% of Custom Interfaces and Other Customizations.
   c. Upon order the Customer shall pay TAC10 100% of Change Orders.

TAC 10, INC.
EXHIBIT B: ANNUAL MAINTENANCE TERMS

TAC 10, Inc. (hereinafter referred to as "TAC10") will provide the CUSTOMER maintenance services for the Software licensed through TAC10. Annual Maintenance consists of approved product enhancements, error corrections, and telephone assistance via TAC10'S Customer Support Center ("Annual Maintenance"). TAC10 will provide the CUSTOMER Annual Maintenance under the following agreed upon terms and conditions:

A. The CUSTOMER agrees to subscribe to Annual Maintenance commencing upon the 1st of the month following installation for a period of **one (1) year** on a fee basis ("Initial Annual Maintenance Term"). The CUSTOMER may cancel the next year's Annual Maintenance upon thirty (30) days prior written notice to TAC10. In the event such notice is not timely received, TAC10 will automatically extend the Annual Maintenance for another one (1) year period ("Annual Renewal Maintenance Term"). Initial Annual Maintenance Term and Annual Renewal Maintenance Term collectively referred to herein as "Annual Maintenance Term."

At the time of renewal, TAC10 reserves the right to increase the annual fee. If the CUSTOMER initially declines software maintenance or if maintenance for an item of Software is discontinued at Customer's request, additional maintenance for these items is not available under this agreement. The re-instatement of maintenance and support services is subject to additional charges and fees.

B. Annual Maintenance Fees will be billed annually, subject to annual price increases, beginning on the installation date of the Software and on the same day each year thereafter as set forth in Section A above. The Annual Maintenance Fees for each renewal term are payable in full prior to the start of the Annual Maintenance Term and are non-refundable. All payments are due within 30 days of the invoice date. Late payments will incur a charge of 1.0% per month, not to exceed the maximum amount allowed by law. Customer shall pay any and all applicable federal, state and local sales, use, value added, excise, duty and any other taxes of any nature (except any taxes based on TAC10's net income) assessed on Customer's Annual Maintenance Fees.

C. Annual Maintenance shall consist of the following additional agreed upon terms and conditions:

1. Software

a. **SERVICE HOURS:** TAC10 shall provide CUSTOMER with software support seven days a week, 24 hours a day, 365 days a year (24x7x365). Normal support hours are Monday - Friday 8:00 AM to 6:00 PM CST, excluding holidays. After hours support is available to the CUSTOMER for **emergency assistance with critical, stop-work issues**.

Severity Level	Problem Type (if applicable)	Response
Severity 1	Major system failure - application is unavailable for use by dispatchers and call takers at a specified dispatch center.	Within 2 hours from receipt of notification – problems are acknowledged and appropriate personnel are assigned to and engaged in problem resolution with workaround or long term fix.
Severity 2	Significant system impairment – loss of critical operational component, but CAD/RMS work may continue to operate.	Within 2 hours from receipt of notification during normal business hours – may include workaround fix or full repair.
Severity 3	Technical questions, upgrades, intermittent problems, system problems being monitored by a TAC10 software engineer, questions related to an identified problem, and work to be performed at a later time.	Within 24 hours from receipt of notification during normal business hours.
Severity 4	Scheduled maintenance and scheduled upgrades.	As scheduled.

b. **ON-SITE SUPPORT:** If the CUSTOMER requests on-site support service, TAC10 shall provide the CUSTOMER on-site support service on such date as is mutually agreed to by TAC10 and the CUSTOMER, provided, that the CUSTOMER shall bear the cost of such on-site support services, and provided further that the cost of such on-site support service shall include TAC10'S personnel time calculated at TAC10'S then prevailing hourly rate, plus reimbursement for reasonable travel and living expenses incurred by TAC10 personnel in connection with the provision of any on-site support service. If TAC 10 Support comes on-site and determines the Customer's problem is not caused by TAC 10 or its Systems, Equipment, or Software, or is otherwise outside TAC 10's reasonable control, TAC 10 is not obligated to provide support under this Agreement. This scenario is called "out of scope support." For out of scope support, whether provided remotely or at Customer's site, the Customer agrees to pay TAC 10 its fees as set forth in this Section 1b for on-site "out of scope support".

c. **SOFTWARE UPDATES:** TAC10 shall make software updates, defined by TAC10 and incremental releases of the Software, available to CUSTOMER as part of this Annual Maintenance Terms; TAC10 will deliver and install all

updates and incremental releases. In TAC10'S sole discretion, delivery and installation may be performed remotely over the Internet with proper notification and authorization from CUSTOMER. Additional configuration and re-configuration of the CUSTOMER'S data is NOT included as part of this Annual Maintenance Terms. Major software upgrades are available to the CUSTOMER at a discounted price. Examples of major software upgrades are new applications, new platforms, fully redesigned applications or new software solutions.

    d.   ***ERROR RESOLUTION:*** TAC10 shall use its best efforts to confirm any suspected error, which is preventing continued accomplishment of the principal computing functions of the Software upon notification by the CUSTOMER of such suspected error. If the existence of an error is confirmed, TAC10 shall correct it as part of its obligation hereunder and said correction will be issued to the CUSTOMER.

    e.   ***CAUSE OF ERROR:*** If the existence of a suspected error cannot be confirmed by TAC10 or should TAC10 ultimately determine that error exists because of either the CUSTOMER'S modification or conversion of the software or any other condition not attributable to TAC10, the CUSTOMER agrees to pay TAC10 for its services at the prevailing hourly rate for TAC10'S personnel time, plus reimbursement for reasonable travel and living expenses incurred by TAC10 personnel in connection with such service. It is agreed that TAC10 will be the ultimate authority in determining the existence of any error.

    f.   ***THIRD-PARTY SOFTWARE:*** Third-party software applications are excluded from this agreement, unless specifically noted.

    g.   ***MAP UPDATES:*** Map updates and configuration are excluded from this agreement (unless otherwise purchased separately and listed on the maintenance invoice).

2. Customer Responsibilities

The following specific items are not covered under this AGREEMENT. TAC10 does offer a separate Technical Services Agreement to assist customers with these types of services.

    a.   Data Backups/Archives – **CUSTOMER is fully responsible for managing the backup routines** and ensuring that all databases and critical system files are being backed up properly. TAC10 highly recommends that CUSTOMER maintain daily backups as well as off-site backups.

    b.   Network Management: Virus protection, Switches and Routers, Internet access.

    c.   Operating System – Applying appropriate updates to the operating system and security patches.

    d.   Server and Workstation Migration - Restoration and reinstallation of TAC10 databases and programs to a new or repaired server or workstation.

D. In the event the CUSTOMER requests any support other than that included under the terms of this Agreement, TAC10 shall, depending upon the availability of its personnel, attempt to furnish such support or software maintenance in return for fees as TAC10 shall then be charging and on such terms and conditions as TAC10 shall then be imposing.

E. CUSTOMER understands, acknowledges, and agrees that the Software system shall reside on a secure, dedicated server, with access limited to TAC10, its agents, and the CUSTOMER'S system administrators. CUSTOMER further agrees to provide unlimited high-speed internet service for TAC 10 to gain remote access via Bomgar or similar type service. The server shall be dedicated to TAC10 applications and other compatible applications as defined by TAC10 including anti-virus software and firewall software. **All warranty and support agreements shall be null and void in the event CUSTOMER permits applications not approved by TAC10 to reside on any server containing TAC10 applications.** Any service requests initiated by CUSTOMER which are the result of noncompliance with the terms of this AGREEMENT or non-approved software on the server, or failure by CUSTOMER to furnish uninterrupted remote access to TAC10, the CUSTOMER agrees to pay TAC10 for its services at the prevailing hourly rate for TAC10'S personnel time, plus reimbursement for reasonable travel and living expenses incurred by TAC10 personnel in connection with such service.

F. In the case of any event which results in the apparent failure of the Software, the CUSTOMER shall confirm through reasonable methods and resources that such apparent failure is not the result of CUSTOMER'S network or CUSTOMER provided hardware prior to contacting TAC10 for support. Should TAC10 determine as part of any Support call that hardware or network, and not TAC10, is responsible for the issue, CUSTOMER agrees to pay TAC10 for its services at the prevailing hourly rate for TAC10'S personnel time.