

RESOLUTION NO. R19-29

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH ZUERCHER TECHNOLOGIES LLC, A TRITECH SOFTWARE SYSTEMS COMPANY, FOR EQUIPMENT AND SUPPORT FOR THE CITY'S 911 SERVICE.

BE IT RESOLVED by the City Council of the City of Laurel, Montana:

Section 1: Approval. The Software License and Implementation Agreement and Maintenance Agreement between the City of Laurel and Zuercher Technologies LLC, a TriTech Software Systems Company are accepted and approved. Copies of both Agreements are attached hereto for convenience.

Section 2: Execution. The Mayor and City Clerk/Treasurer of the City of Laurel are hereby given authority to accept and execute said agreements on behalf of the City.

Section 3: Effective date. The effective dates for the attached contracts are upon approval of this Resolution by the City Council.

Introduced at a regular meeting of the City Council on June 18, 2019, by Council Member Herr.

PASSED and APPROVED by the City Council of the City of Laurel, Montana, this 18th day of June 2019.

APPROVED by the Mayor this 18th day of June 2019.

CITY OF LAUREL



Thomas C. Nelson, Mayor

ATTEST:



Bethany Langve, City Clerk/Treasurer

Approved as to form:



Sam S. Painter, Civil City Attorney

ZUERCHER 911 SUPPORT AGREEMENT

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ZUERCHER 911 SUPPORT AGREEMENT

This Zuercher 911 Support Agreement (“Agreement”) between Zuercher Technologies, LLC (“Zuercher”) with offices located at 4509 W. 58th Street, Sioux Falls, SD 57108, and Laurel Police Department, located at 215 West 1st Street, Laurel, MT 59044 (“Customer” or “Client”), is entered into effective as of the last date of signature below. The parties may also be referred to herein collectively as the “Parties”, or individually as a “Party”.

A. WHEREAS, Client and Zuercher Technologies, LLC (“Zuercher”), a TriTech Software Systems company, entered into a Software License and Implementation Agreement for implementation of Zuercher 911; and

B. WHEREAS, this Agreement is entered into to provide annual maintenance services and support for the Zuercher 911 Software and applicable third party or Subcontractor Hardware and Software identified in Addendum A hereto.

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 DEFINITIONS

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

2.0 TERM

2.1 The initial term of support under this Agreement shall begin upon Go Live and end twelve (12) months thereafter (the “Initial Term”). Support services for subsequent annual terms shall be subject to renewal of this Agreement and payment of the renewal maintenance and support fees. This Agreement shall automatically renew for additional one (1) year terms unless terminated by either Party by providing written notice to the other Party no less than ninety (90) days prior to the expiration of the Initial Term or any applicable renewal term (the Initial Term and any applicable renewal term(s) are referred to as the “Term” of this Agreement). Zuercher will provide an invoice for renewal (“Renewal Notice”) to Client sixty (60) to ninety (90) days prior to the end of the then-current Term. The period for any renewal term may be redefined on subsequent maintenance and support services schedules.

3.0 MAINTENANCE AND SUPPORT SERVICES

3.1 During the term of this Agreement, Zuercher and/or its Subcontractors will provide the maintenance and support services as described in Addendum A for the software and hardware identified in Section 3 of Addendum A.

3.1.1 Maintenance and support for the Subcontractor Hardware and Software identified in Section 3 of Addendum A will be provided in accordance with the applicable

Subcontractor support terms as long as continued annual support for the applicable Subcontractor Hardware or Software is provided under this Agreement. As long as such Subcontractor Hardware or Software is covered under this Agreement or any subsequent renewal, Zuercher shall act as the primary point of contact and coordinate with the applicable Subcontractor to resolve support issues attributable to said Subcontractor Hardware or Software in accordance with the respective Subcontractor support agreement. If such Subcontractors are no longer covered under this Agreement, support will be provided in accordance with any applicable support and maintenance contract directly between Client and Subcontractor.

3.2 Zuercher reserves the right to change the terms and conditions upon which maintenance and support services shall be offered for renewal terms, subject to written notice to Client.

4.0 MAINTENANCE AND SUPPORT FEES

4.1 Annual maintenance and support fees under this Agreement shall be invoiced to Client by Zuercher. Zuercher shall notify Client prior to the end of the initial support term of the Maintenance and Support Fees for the first renewal term. Unless otherwise agreed in writing, Maintenance and Support fees shall be due on or before the commencement of each annual support term and are due for the Zuercher 911 Software applications and modules licensed to Client. Maintenance and Support Fees for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 3%. Additional licenses purchased by Client, or applicable hardware supported under this Agreement, during any annual support period will result in additional support fees which shall be prorated to be coterminous with Client's then current support period.

4.2 If Client ceases to keep in force an annual Zuercher 911 Support Agreement, any resumption of annual support shall be subject to payment of the unpaid Maintenance and Support Fees for the previous twelve (12) month period as well as the current annual Maintenance and Support Fees, in addition to a Recertification (as defined in Section 10 below) fee of fifteen percent (15%).

4.3 All amounts due and payable hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2%) per month, or the highest rate permitted by law, whichever is less, from fifteen (15) days after their due date until paid.

Remittance Address for Payments Only:

Zuercher Technologies LLC
4509 West 58th Street
Sioux Falls, SD 57108

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

5.0 CLIENT RESPONSIBILITIES

5.1 In addition to any other responsibilities or obligations of Client described in this Agreement, Client shall: (i) pay the Maintenance and Support Fees as and when due hereunder; (ii) notify Zuercher of any errors or defects it believes to exist in the Purchased System; (iii) cooperate with Zuercher to troubleshoot, diagnose and correct any errors or defects in the Purchased System; (iv) provide reasonable and appropriate access to the Purchased System, and provide and maintain the site requirements as further defined in the Implementation and License Agreement; and (v) not take any action or fail to take any action that would adversely affect the performance of the Purchased System.

6.0 OTHER VENDORS

6.1 Zuercher shall not be liable for or held accountable by the Client or third-party agencies with respect to any issues causing or resulting in delays, system failures, or system problems from the refusal by any vendor, the telephone company or any third party involved in supporting or delivering services and support arising out of their responsibilities for their delivered hardware, support, services, and software.

6.2 Zuercher recommends that Clients budget for workstation and server hardware refresh every three (3) and not longer than five (5) years from the date of installation in order to remain current with technology. For systems installed not later than five (5) years from the initial date of installation, Zuercher will provide services, including updates or upgrades, in accordance with the terms of this Agreement, provided that support for such hardware is still available from the applicable vendor or manufacturer.

6.3 For workstation or server hardware older than five (5) years from the date of initial installation, Client may request updates or upgrades. Zuercher at its discretion may provide support services for such hardware; however, Zuercher shall not be liable for or held responsible as a direct result of undertaking any processes when requested by the Client for providing replacement of systems, hardware, or software that are a part of or installed in systems older than five (5) years from date of original installation. Support services provided for workstation or server hardware older than five (5) years from the date of original installation are out of the scope of this Agreement. Such services will be billed separately to Client at Zuercher's then current rates for such services, including costs for hardware (workstation or server) or software, provided that support for such hardware is still available from the applicable vendor or manufacturer. Client is responsible for hardware upgrades, regardless of Zuercher's provision of software updates or upgrades under this Agreement.

6.4 Zuercher recommends that Clients budget for a telephony hardware refresh every three (3) to five (5) years. For telephony hardware older than five (5) years from the date of initial installation, Client may request updates or upgrades. Zuercher at its discretion may provide support services for such hardware; however, Zuercher shall not be liable for or held responsible as a direct result of undertaking any processes when requested by the Client for providing replacement of systems, hardware, or software that are a part of or installed in systems older than five (5) years from date of original installation. Support services provided for telephony hardware older than five (5) years from the date of original installation are out of the scope of this Agreement. Such services

will be billed separately to Client at Zuercher's then current rates for such services, including costs for hardware (telephony) or software, provided that support for such telephony hardware or software is still available from the applicable vendor or manufacturer. Client is responsible for hardware upgrades, regardless of Zuercher's provision of software updates or upgrades under this Agreement.

6.5 Telephone support for matters relating to issues arising from hardware or software provided by third parties and issues arising from changes to existing telephone switch programming, are not covered by this Agreement. Programming modification services by Zuercher required as a result of changes to the ALI Format by the telephone company are outside the scope of this Agreement. Client may request a quote from Zuercher to provide such services at Zuercher's discretion.

7.0 EXCLUSIONS

7.1 Zuercher's Maintenance and Support Service obligations hereunder shall not extend to, and expressly exclude, and Zuercher shall have no liability to Client or any other party for, any malfunction, damage or other matter arising out of or resulting from:

- (i) the operation, malfunction, or interface with any system, hardware, software or network provided or installed by any entity other than Zuercher;
- (ii) accident, unusual physical, electrical or electromagnetic stress, neglect, misuse or abuse of the Purchased System or modifications or repairs by Client, by operators thereof or by any other third parties not under the control or employ of Zuercher;
- (iii) failure to maintain the Purchased System in accordance with Zuercher's or the manufacturer's specifications;
- (iv) failure to install and use any updates, modifications and corrections provided by Zuercher;
- (v) defects that are outside of the Warranty Period (as defined in the Purchase Agreement);
- (vi) consumable supplies;
- (vii) Acts of God, including, without limitation, lightning strikes, fires, floods and severe weather;
- (viii) the reinstallation, tampering or other modification of the Purchased System, or any other hardware, systems and subsystems originally installed by Zuercher, by Client employees, operators thereof or by any other third parties not under the control or employ of Zuercher;
- (ix) operating system software; or hardware indicated as end-of-life, no longer supported, no longer sold by the developer or manufacturer, or in a condition that renders it ineffective for use for any reason;
- (x) third party hardware or software, or any delays, problems or interface difficulties developed as part of the process for delivering data to or receiving data from such hardware or software;
- (xi) third party software or hardware not provided by Zuercher; or
- (xii) any regulatory changes that require changes in existing hardware and software.

7.2 If Client requests and support is provided for issues resulting from one or more of the foregoing exclusions, Client shall pay Zuercher for such services at Zuercher's then current rates for such services, including any required materials. If Zuercher is required to travel onsite to provide such additional services, Client shall also reimburse Zuercher for its travel expenses related to such onsite support.

7.3 Maintenance and support for third party software, third party hardware, or system software (e.g., operating system, database, etc.) sold or licensed under the Purchase Agreement shall be subject to and provided in accordance with any maintenance agreements between Client and the suppliers thereof, or other third party maintenance providers, the provisions of the third party support terms if applicable provided hereto at Addendum C, provided that continued annual support for the applicable third party item is provided under this Agreement as further defined herein. If Client determines that an item of third party software, third party hardware, or system software provided under the Purchase Agreement does not perform as provided in the applicable vendor specifications, Client may contact Zuercher using the procedures described in Addendum B. Zuercher shall thereupon provide help desk services to Client with respect to the reported problem and provide reasonable assistance to Client in determining the causes of the reported problem. Reasonable assistance consists of an evaluation of the reported problem in order to determine if the problem is being caused by a Zuercher 911 Software issue or an issue with a third-party item that needs to be addressed by the applicable vendor. As part of the evaluation process, Zuercher will share with the Client non-proprietary information related to the diagnosis such as error messages, database trace information and other information that led Zuercher to diagnose the third-party item as the likely cause and which may aid the Client in seeking a resolution from the applicable manufacturer or vendor. For issues involving Windows Operating System (O/S) software (Microsoft) that generally affect the operation of the Zuercher 911 Software and are not caused by a Client-specific installation or configuration of the O/S, Zuercher will work with Microsoft to coordinate the resolution. Notwithstanding the above, Zuercher is not and shall not be a party to such third-party maintenance agreements nor shall Zuercher have any obligation or liability thereunder.

7.4 In no event shall Zuercher be responsible for providing support services for any component of the Purchased System that is end of life or no longer supported by the applicable vendor or manufacturer.

8.0 LIMITED WARRANTY/LIMITATION OF LIABILITY

8.1 Zuercher represents that the services provided hereunder shall be in accordance with commercially acceptable standards for such services.

8.1.1 Warranties for services provided by third party items are provided by the applicable vendor or manufacturer and will be passed through to Client.

8.2 ZUERCHER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE OR NONINFRINGEMENT, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED BY ZUERCHER AND WAIVED BY CLIENT.

8.3 The total liability of Zuercher for any claim or damage arising under this Agreement or renewals thereof, whether in contract, tort, by way of indemnification or under statute shall be limited to direct damages which shall not exceed the Maintenance and Support Fees paid under this Agreement by Client to Zuercher for the twelve (12) month term during which the cause of action for such claim or damage arose.

8.4 IN NO EVENT SHALL ZUERCHER BE LIABLE, WHETHER IN CONTRACT OR IN TORT, FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OR NON-USE OF THE ZUERCHER 911 SOFTWARE, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER ZUERCHER HAD KNOWLEDGE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

9.0 SITE CONDITIONS

9.1 Client shall ensure that the PSAPs meet the following minimum requirements:

A. Requirements of the backroom computer hardware area:

- 1) Maintain clear floor space around racks and wall mounted hardware.
- 2) Maintain room temperatures below 80 degrees F. The best environmental conditions would consist of 70 degrees F or lower, with a maintained humidity at or below 25%.
- 3) Maintain an effective and easily accessible building system ground.
- 4) Ensure that no other hardware is plugged into the backroom UPS units utilized by the Purchased System.
- 5) Maintain high speed internet access to the system(s) for remote troubleshooting, diagnostics and repair.
- 6) Maintain dedicated telephone lines, as required in the Purchase Agreement, to each backroom system hardware component provided for remote notification and support.
- 7) Maintain all associated Networks that enable 9-1-1 calls to be received into the PSAP and Wide/Local-Area Networks that enable reliable connections to hardware (servers, workstations, printers, etc.) components that are included in the system solution.
- 8) Ensure that any remodeling or construction in or near the backroom hardware area, controls dust and debris to prevent direct or indirect damage to system components.

B. Requirements of the dispatch area:

- 1) Maintain workstation hardware location temperatures below 80 degrees F.
- 2) Ensure that no other hardware is plugged into workstation UPS units utilized by the Zuercher 911 Software.
- 3) Ensure that any remodeling or construction in or near the dispatch area, controls dust and debris to prevent direct or indirect damage to system components.

10.0 RECERTIFICATION

10.1 Termination of this Agreement will subject the Client's Purchased System to a recertification process before any resumption of annual support services. This recertification is offered for only the three (3) months (ninety days) immediately following expiration or termination of this Agreement. After that time, recertification may not be available without a complete software reissue and recertification by Zuercher.

11.0 TERMINATION

11.1 Zuercher may terminate this Agreement without further obligation or liability to Client if: (i) Client fails to pay any amounts as and when due hereunder and fails to make such payment within ten (10) days after written notice from Zuercher; (ii) Client fails to comply with any material term or condition of this Agreement and fails to remedy (if capable of being remedied) such breach within thirty (30) days after written notice from Zuercher; or (iii) Client's normal business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination.

11.2 Client may terminate this Agreement (i) if Zuercher fails to comply with a material term or condition of this Agreement and fails to remedy (if capable of being remedied) such breach within thirty (30) days after written notice from Client; or (ii) Zuercher's normal business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination.

11.3 Upon termination of this Agreement, all amounts owed to Zuercher shall be immediately due and payable, and Zuercher will cease performance of all obligations hereunder without any further obligation or liability to Client.

12.0 INDEMNIFICATION

12.1 Subject to the limitation of liability set forth in Section 8, each Party shall indemnify, defend and hold harmless the other from and against any and all third party claims, actions, judgments, liabilities, damages, costs and expenses, including without limitation, reasonable attorneys' fees and costs of litigation (collectively, "Claims"), with respect to any alleged or actual breach of this Agreement, and any alleged or actual bodily injury, including death, or damage to tangible property to the extent such injury or damage is caused by the wrongful or negligent acts or omissions of the indemnifying party, provided that such Claim is reported promptly in writing to the indemnifying party.

12.2 Client shall indemnify, defend and hold harmless Zuercher, its parent organization and affiliates, and its and their directors, officers, shareholders, employees, agents, representatives, contractors, subcontractors, successors and assigns from and against any and all Claims with respect to, arising out of or related to (i) missed calls or other issues caused by third party products or services related to emergency telephony systems; and (ii) Client's failure to maintain or Client's election not to maintain in force a current annual Zuercher 911 Support Agreement.

13.0 FORCE MAJEURE

13.1 Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of hardware or software from suppliers, default of a subcontractor or vendor to the party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day-for-day basis or as otherwise reasonably necessary to compensate for such delay.

14.0 DISPUTE RESOLUTION

14.1 The Parties desire to first attempt to resolve certain disputes, controversies and claims arising out of this Agreement or any Addenda hereto before a Party begins litigation. Prior to commencing litigation, at the written request of either Party, the Parties agree to meet onsite at either Zuercher's or the Client's location as determined by the Parties and negotiate in good faith to resolve any dispute arising under this Agreement. Each Party shall be responsible for its associated travel costs. If the above negotiations do not resolve the dispute within sixty (60) days of the initial written request, either Party may take appropriate legal action.

15.0 NOTICES

15.1 Any notice or communication under this Agreement shall be in writing and shall be by U.S. Mail or telecopier to the Party receiving such communication at the address specified herein or such other address as either party may in the future specify to the other Party. Unless specified by appropriate notice otherwise, notices shall be given to the respective parties as follows:

Zuercher:

Zuercher Technologies, LLC
4509 West 58th Street
Attn: Contracts
Sioux Falls, SD 57108

Client:

Laurel Police Department
215 West 1st Street
Laurel, MT 59044
Telephone:

16.0 SUBCONTRACTORS

16.1 Zuercher may subcontract Maintenance and Support Services under this Agreement.

17.0 ASSIGNMENT

17.1 Neither Party may assign, sublet, or transfer any interest or obligation in this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld, and then only upon such terms and conditions as both parties may agree to set forth in writing. A merger or acquisition of all or substantially all of Zuercher's assets shall not be considered an assignment hereunder. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

18.0 WAIVER

18.1 In the particular event that either Party shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Agreement by either Party, whether of the same or any other covenant, condition or obligation.

19.0 COMPLIANCE WITH APPLICABLE LAW

19.1 The Parties shall comply with all federal, state and local laws applicable to all aspects of the services provided hereunder and their use.

20.0 GOVERNING LAW

20.1 Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Montana without regard to its conflict of law provisions and not including the United Nations Convention on Contracts for the International Sale of Goods if such convention would otherwise be applicable.

21.0 ENTIRE AGREEMENT

21.1 This Agreement and its Addenda or amendment(s) represent the entire agreement between the parties hereto and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written agreements, oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement.

22.0 AMENDMENTS

22.1 No modifications or amendments to this Agreement shall be binding unless in writing and executed by each of the Parties hereto.

23.0 SEVERABILITY

23.1 If any provision, term, or condition of this Agreement is found to be or becomes unenforceable or invalid, it shall not affect the remaining provisions, terms and conditions of this Agreement, unless such invalid or unenforceable provision, term or condition renders this Agreement impossible to perform. Such remaining terms and conditions of the Agreement shall continue in full force and effect and shall continue to operate as the parties' entire Agreement.

24.0 INDEPENDENT CONTRACTOR

24.1 It is distinctly understood and agreed that the relationship of employer and employee, principal and agent, or joint venture does not and will not exist between Zuercher and the Client, and that Zuercher is an independent contractor of the Client.

25.0 COUNTERPARTS

25.1 This Agreement may be executed in one or more counterparts and by different Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

26.0 PARAGRAPH TITLES

26.1 The division of this Agreement into sections and the use of headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

27.0 STATUTE OF LIMITATIONS

27.1 Neither Party may bring a cause of action arising from this Agreement more than four (4) years after the cause of action has accrued.

28.0 FACSIMILE SIGNATURES

28.1 The Parties may rely on a facsimile or electronic transmission as an original version of the other party's authorized signature to bind the other party and satisfy any applicable contractual requirements.

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

LAUREL POLICE DEPARTMENT

ZUERCHER TECHNOLOGIES, LLC


Accepted By (Signature)


Accepted By (Signature)

THOMAS C NELSON
Printed Name

Brad Swearing
Printed Name

Mayor
Title

CFO
Title

5/18/2019
Date

6/28/19
Date

ADDENDUM A

MAINTENANCE AND SUPPORT SERVICE FEES

1. **Support and Maintenance Fees – Renewal Term.** The annual Maintenance and Support Fee year 2 will be \$11,132.02. Thereafter, Maintenance and Support Fees are subject to increase in accordance with the provisions of Section 4.0 of this Agreement. PSAP and hardware locations covered under this Agreement are listed below in Section 2. Support will be provided in accordance with Addendum B and Section 4 below.
2. **PSAP or Hardware Location.** Only the locations listed below are covered under this agreement:

Laurel Police Department
215 West 1st Street
Laurel, MT 59044

3. **Supported Hardware and Systems.** The following hardware and software are included in this Agreement:

Zuercher 911 Software:

Description	Quantity
911 Position	2
911 Server Software	1

Hardware – Zuercher recommends clients budget for a hardware refresh every 3-5 years to remain current with technology (refer to Section 6 of this Agreement).

4. Maintenance and Support Overview

24 x 7 x 365 Help Line Support:

Coverage is 24 hours a day, 7 days a week, 365 days a year, including holidays, for Emergency Calls as further defined in Special Note 1 in Addendum B below.

Software Support:

Coverage includes the use of remote diagnostics to troubleshoot an issue should one arise and provide software related repairs. On-site software support services are considered out of scope services and are not included in Client's annual support fee. Additional charges will be applicable for on-site software support services.

Software Updates:

Coverage includes any updates required for the Client's licensed Zuercher 911 Software, for the life of the system with a current maintenance package. Updates or upgrades that require on-site services for implementation will be invoiced to Client at Zuercher's then current rate for such services, including travel expense related to such on-site visit.

Moves, Adds, or Changes (MAC) Support:

Coverage includes 12 hours per year of remote MAC support.

Hardware Support:

Telephone support includes the use of remote diagnostics to troubleshoot an issue should one arise. If required, on-site service will be provided to address potential hardware repairs or replacement. Telephone coverage is provided 24 hours a day, 7 days a week, 365 days per year, including holidays, for emergency support as further defined in Special Note 1 in Addendum B below. UPS batteries are not covered.

Remote Monitoring – 24 x 7 x 365:

Coverage is provided 24 hours per day, 7 days per week, 365 days per year, and includes remote monitoring of the Client's Zuercher 911 system through a real-time IP connection to check system status and health. Should an issue arise, immediate notification of our service center occurs. A technician will be alarmed, and action will be taken to address the issue based on the severity. For low level issues that do not impact the ability to continue using the Zuercher 911 system, action may not be taken until the next business day.

Address for Shipping Hardware Repairs (managed by TriTech):

TriTech Software Systems
2324 Sweet Parkway Rd., P.O. Box 276
Decorah, IA 52101

ADDENDUM B

SOFTWARE ERROR CORRECTION GUIDELINES AND PROCEDURES

(1) Support services for Zuercher 911 are managed by TriTech. All Zuercher 911 Software errors reported by Client's personnel shall be resolved as set forth below. The response and resolution plan will be based upon the Service Level Agreement terms specified below by product. The Client may elect to downgrade the urgency of the issue if the operational impact is not severe. The Client may also request an upgraded response to a lower priority issue if the issue has a significant operation impact by requesting to speak to a supervisor/manager from TriTech's Customer Service Group.

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

Note (a): Critical or Urgent Priority Software Errors must be reported via telephone at the number listed in the Support Issues Priority and Response Matrix under section (8) below. If Critical Priority or Urgent Priority Software Errors are not reported via the telephone, the stated response and resolution times will not apply.

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

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

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

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

(6) During Normal Customer Service Hours, each issue will be assigned a ticket number. This number should be used for all subsequent inquiries relating to the original reported issue. Problems reported after Normal Customer Service Hours will be logged and assigned an issue number the next business day. Enhancement requests should be emailed to Inform911support@tritech.com.

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

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

(8) Priorities and Support Response Matrix

The following priority matrix relates to system errors resulting from the Zuercher 911 Software as further defined in this Agreement. Issues related to non-covered causes - such as network (excluding the Zuercher or TriTech provided closed network) and third-party products - are not included in this priority matrix and are outside the scope of this Agreement.

Zuercher 911 Response Matrix

Priority	Issue Definition	Response Time
<p>Priority 1 – Critical Priority</p>	<p>A system down event which severely impacts the ability of Users to receive and process 9-1-1 calls. This is defined as the following:</p> <ul style="list-style-type: none"> • Unable to answer 911 calls • Loss of ANI or ALI data; or • If a significant number of workstations are inoperable <p>This means one or more critical components are non-functional disabling the Zuercher 911 system.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative, or receive a call back within an average of five (5) minutes.</p> <p>After Normal Customer Service Hours: Thirty (30) minute call back after Client telephone contact to 800.987.0911.</p> <p>Priority 1 issues must be called in via 800.987.0911 during Normal Customer Service in order to receive this level of response.</p>
<p>Priority 2 – Urgent Priority</p>	<p>A serious issue with no workaround available, but not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users to receive and process 9-1-1 calls. Such errors will be consistent and reproducible.</p> <p>Customer is experiencing intermittent failure or performance degradation of Zuercher 911 system however, essential parts of the Zuercher 911 system are functional.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative, or receive a call back within and average of five (5) minutes.</p> <p>After Normal Customer Service Hours: Sixty (60) minute call back after Client telephone contact to 800.987.0911.</p> <p>Priority 2 issues must be called in via 800.987.0911 During Normal Customer Service in order to receive this level of response.</p>

Priority	Issue Definition	Response Time
<p>Priority 3 - High Priority</p>	<p>Normal Customer Service Hours Support: A System Error not meeting the criteria of a Critical or Urgent Priority, has a workaround available, but which does negatively impact the call-taker from receiving and processing 9-1-1 calls. A significant number of Zuercher 911 Users are negatively impacted by this error (e.g., does not apply to a minimal number of Zuercher 911 call-takers).</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative or receive a call back within 8 hours or the next business day, as applicable.</p> <p>High Priority issues may also be reported via Inform911support@tritech.com.</p> <p>High Priority Issues are not managed after Normal Customer Service Hours.</p>
<p>Priority 4 – Medium Priority</p>	<p>Normal Customer Service Hours Support: A System Error related to a user function which does not negatively impact the call-taker from receiving and processing 9-1-1 calls. This includes system administrator functions.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative or receive a call back within 8 hours or the next business day, as applicable.</p> <p>Medium Priority issues may also be reported via Inform911support@tritech.com.</p> <p>Medium Priority issues are not managed after Normal Customer Service Hours.</p>

Priority	Issue Definition	Response Time
Priority 5 – Low Priority	Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative or receive a call back within 8 hours or the next business day, as applicable. Low Priority issues may also be reported via Inform911support@tritech.com . Priority 5 (Low Priority) issues are not managed after Normal Customer Service Hours.

Priority	Resolution Process	Resolution Time
Priority 1 – Critical Priority	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system. TriTech will determine whether to send a tech on-site for further troubleshooting and/or resolution of software errors. Additional fees will be applicable for such on-site services.	TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system. TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 12 hours after notification. If new hardware is needed and there are no spares on site, TriTech will provide commercially reasonable efforts in shipping equipment as soon as possible to the customer site. Reported errors for supported hardware are addressed as further defined in the Special Notes below.
Priority 2 – Urgent Priority	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system. TriTech will determine whether to send a tech on-site for further troubleshooting and/or resolution of software errors. Additional fees will be applicable for such on-site services.	TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume normal operations on the production system. TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 36 hours after notification. If new hardware is needed and there are no spares on site, TriTech will provide commercially reasonable efforts in shipping equipment as soon as possible to the customer site.
Priority 3 - High Priority	TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem. TriTech will determine whether to send a tech on-site for further troubleshooting and/or resolution of software errors. Additional fees will be applicable for such on-site services.	TriTech will work to provide the Client with a resolution which may include a workaround, configuration changes, or code correction within a timeframe that takes into consideration the impact of the issue on the Client and TriTech's User base. Priority 3 issues have priority scheduling in a subsequent release.

Priority	Resolution Process	Resolution Time
Priority 4 – Medium Priority	If TriTech determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	TriTech will work to provide the Client with a resolution which may include configuration changes, or a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.
Priority 5 – Low Priority	Low Priority issues are logged by TriTech and addressed at the company's discretion according to TriTech's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

Special Notes:

1. **Software Maintenance** – TriTech shall distribute and install updates (e.g., bug fixes, patches) to the Client’s licensed Zuercher 911 Software. From time to time at TriTech’s discretion, updates to the TriTech Software and TriTech Documentation will be developed and provided to Client. All updates to the TriTech Software and TriTech Documentation shall be subject to the terms and conditions of the Purchase Agreement and shall be deemed licensed TriTech Software thereunder. (Updates do not include new versions or separate modules or functions that are separately licensed and priced.)

Maintenance and support for third party software, including system software (e.g., operating system software) is not included under this Agreement.

2. **Hardware Maintenance** – TriTech shall use same or equivalent hardware in repairing the system. When available, Client spares and parts will be used as directed. Client spares and parts will be replaced or Client reimbursed for their value. Where newer technology is requested by the Client, the Client will pay to TriTech in addition to the applicable Maintenance and Support Fee, the costs of such newer technology, including the time incurred by TriTech maintenance employees for the installation of the hardware billed at TriTech’s then-current standard rates, and the actual hardware and materials costs. Hardware failures caused through the actions of a third-party vendor or by the Client’s personnel directly, which cannot be resolved remotely, indirectly or through failure to observe standard operational guidelines for that hardware will result in both hardware and labor charges to correct the problem. Materials outside the scope of any warranties (if any) in effect, materials necessary to bring the site back into operational compliance will be direct billed to the Client.
3. **Hardware Support - Ship to TriTech** - Where telephone support has determined the apparent failure of a hardware component, the Client shall ship the component to TriTech’s Iowa location for repair. Based upon component availability and the criticality of the component, a temporary spare may be shipped to the site. Contact will be made with the Client to discuss the condition and recommended action plan, and the acceptance of the action plan will be requested. TriTech reserves the right to make a determination of the scope of the problem and to elect to repair or replace the component at TriTech’s sole discretion. TriTech will, with the exception of “acts of God”, unauthorized third party (both vendors or employees of the Client) involvement with the hardware or software, and software or hardware operational errors or issues by Client personnel, fully support the repair with respect to the time and materials necessary to repair. Materials outside the scope of any warranties (if any) in effect, materials necessary to bring the site back into operational compliance will be direct billed to the Client. Failure by the Client to support the process of troubleshooting, proper component packaging to prevent shipment damage, component shipment, and component reinstallation, will make the Client liable for the cost of the responder and the response process (materials) to affect necessary system repairs. Client shall be responsible for freight costs to the Depot and TriTech shall be responsible for freight cost to the Client.

4. **Hardware Support - On-Site** – Where telephone support is not adequate to respond to problems, TriTech will dispatch either its own on-staff employees to the trouble site or an approved (by TriTech) and acceptable (by the Client) maintenance service provider which will be experienced and trained on the Purchased System. TriTech reserves the right to make a determination of the scope of the problem and to elect to make an on-site response. Contact will be made with the Client to discuss the condition and acceptance of an action plan will be requested. Failure by the Client to support the process for TriTech to make a site visit determination, particularly with respect to other maintenance providers will make the Client liable for the cost of the responder and the response process (materials). TriTech will respond to a site support process and, with the exception of “acts of God”, unauthorized third party (both vendors or employees of the Client) involvement with the Purchased System hardware or software, and software or hardware operational errors or issues by Client personnel, will fully support the repair with respect to the time necessary to repair. Materials outside the scope of any warranties (if any) in effect, materials necessary to bring the site back into operational compliance will be direct billed to the Client.

ADDENDUM C

THIRD PARTY SUPPORT

(Attach if Applicable)

SOFTWARE LICENSE AND IMPLEMENTATION AGREEMENT

This Software License Agreement (this “Agreement”) between Zuercher Technologies LLC (“Zuercher”) with offices located at 4509 W. 58th Street, Sioux Falls, SD 57108, and Laurel Police Department, located at 215 West 1st Street, Laurel, MT 59044 (“Customer” or “Client”), is entered into effective as of the last date of signature below. The parties may also be referred to herein collectively as the “Parties”, or individually as a “Party.”

A. WHEREAS, Client desires to purchase software licenses, services, and hardware for implementation of a 911 telephony system; and

B. WHEREAS, Zuercher is a TriTech Software Systems (“TriTech”) company, authorized to contract with, and license to its end users TriTech’s 911 application as Zuercher 911; and

C. WHEREAS, this Agreement and its Exhibits set forth the terms and conditions for license and implementation of Zuercher 911.

NOW, THEREFORE, the Parties hereto agree as follows:

1. DEFINITIONS

The following Definitions shall apply to this Agreement and its Addenda or Exhibits:

- a. **ANI.** Automatic Number Identification. A feature which provides a visual display at the PSAP (Public Safety Answering Point) of the calling party's ten (10) digit telephone number.
- b. **ALI.** Automatic Location Information. A feature which provides a visual display at the PSAP of the calling party's address as well as the Emergency Service Number, street address, room or floor, names of law enforcement, fire and medical services agencies responsible for the address, type of service (residential, business, coin, etc.), and other location information.
- c. **Contract Price.** The total of the purchase price specified in Exhibit A.
- d. **Customer Premises Equipment.** Any telecommunications equipment located on the Customer’s premises, whether provided by the Customer or by a third party, other than the telecommunications equipment comprised of the Zuercher 911 system as defined below.
- e. **Cutover or Cutover Date.** The date and time that the Zuercher 911 system is connected to the public telephone network, activated and functioning to provide basic telephone service, with the exception of minor variances in performance of the Zuercher 911 system which do not materially impair basic telephone service.

- f. **Database Management System.** A system of hardware, software, manual procedures and data used by the telephone companies and Customer to create, verify, update and access data relating to the telephone subscriber's service location. The data generally includes the subscriber's name, service address, pilot telephone number, Emergency Service Number and recommended emergency response agencies, and resides in the computer located in a Zuercher controlled location, Customer's premises or as the parties may otherwise agree.
- g. **Emergency Answering System.** The complete composite of all of the elements of a 9-1-1 Emergency Telephone System including, but not limited to, the network, telephones at the PSAP, trunk decoding equipment, the ALI database and the controllers.
- h. **Emergency Service Number.** The telephone number assigned to the End User's telephone number for purposes of routing the emergency call.
- i. **Emergency Calls.** Consist of one or more of the following conditions:
 - (1) System alarms showing "red border" on the screen
 - (2) Power outage / lightning strike
 - (3) Actual loss of or the threat of not acquiring or losing ANI or ALI data
 - (4) Where the telephone switch is an integral part of the 9-1-1 call-taking process and installed by Zuercher, it shall be included under this process, excluding administrative features
- j. **End User.** The Emergency Answering System, which is the subject matter of this Agreement, is being purchased by Customer for installation at certain dispatch centers as set forth in Exhibit A and made a part hereof by reference, which dispatch centers or PSAPs are operated by the governmental entities described in Exhibit A. These governmental entities are sometimes collectively referred to herein as End Users.
- k. **Go Live.** Go Live means the date of live operations beginning at Cutover.
- l. **Premises History.** A file which is created and maintained by the Client on its premises which can contain information about specific residences or locations within the service area. The information is free-form text and might include such information relating to particular premises such as hazards, directions, medical information or other items deemed useful in responding to a call.
- m. **PSAP.** Public Safety Answering Point. A physical location where a Public Safety Agency answers 9-1-1 calls. A PSAP may be Primary or Secondary. Customer may also operate a Backup PSAP which, upon activation, will act as the Primary PSAP. A Primary PSAP receives 9-1-1 calls directly from the public and is usually a Law Enforcement Agency. A Secondary PSAP receives 9-1-1 calls on a conference or

transfer basis from other PSAPs. PSAPs are operated by government jurisdictions, agencies or authority agents responsible for handling 9-1-1 emergencies.

- n. **Specifications.** Specifications shall mean the functional requirements for the components of the Zuercher 911 Software, including but not limited to standard user guides, system administration guides, and applicable third-party hardware vendor or manufacturer specifications.
- o. **System Acceptance.** Immediately following Go Live, Zuercher will complete the Functional Acceptance Testing (FAT) as defined in the Statement of Work (SOW), attached hereto as Exhibit B. After successful completion of the FAT, the Parties shall execute a Task Completion Report (“TCR”) acknowledging that FAT has been successfully completed. Immediately following completion of the FAT, the Customer shall utilize the System for a fifteen (15) consecutive day period (the “Soak Period”) in order to verify operational system and functionality in a live environment. During the Soak Period it is anticipated that no Critical Priority or Urgent Priority Software Error (as those terms are defined in the appropriate Addendum in the Zuercher 911 Software Support Agreement to be entered into concurrent with this Agreement) will be reported. In the event that a Critical Priority or Urgent Priority Software Error occurs during the Soak Period, Zuercher shall commence actions in accordance with the Software Support Agreement to correct the reported error. If a Critical or Urgent Software Error occurs during the first eight (8) days, following resolution of the Critical or Urgent Software Error, the fifteen (15) consecutive day period will restart. If the error occurs after the eighth (8th) day, the test will resume from the point when the error occurred once the Critical or Urgent Software Error has been resolved. System Acceptance shall be deemed to occur upon successful completion of the Soak Period.
- p. **Zuercher 911 Documentation.** Zuercher 911 Documentation means all documentation including but not limited to standard user documentation or manuals provided with the Zuercher 911 Software, including all modifications or updates thereto.
- q. **Zuercher 911 Software.** Zuercher 911 Software means the software licenses identified in Exhibit A.

2. SOFTWARE LICENSE

2.1 Zuercher 911 Software License

2.1.1 Upon payment of the applicable license fees hereunder, Customer is granted a non-exclusive, nontransferable, non-sublicensable right and license to use the Zuercher 911 Software and its associated Documentation for Customer’s own internal purposes. Nothing herein shall be construed as granting Customer ownership in and to the Zuercher 911 Software or Documentation.

2.1.2 The Zuercher 911 Software shall be used only on the equipment and at the locations identified in Exhibit A to this Agreement. Use of the Zuercher 911 Software may be subsequently transferred to PSAPs maintained by Client at other locations, provided: (a) the total number of PSAPs at which the Zuercher 911 Software is used by Client does not exceed the number of PSAPs specified in Exhibit A to this Agreement; and (b) Client provides Zuercher with written notice ninety (90) days before such transfer. The Zuercher 911 Software shall be used only for the processing of calls by the public to the Client's PSAPs and communications by dispatchers at such PSAPs with emergency response personnel, and shall include servicing and maintaining records for the Client, emergency service providers and the public. Client shall not permit any third party (other than those described herein) to use the Zuercher 911 Software or to allow access to the Zuercher 911 Software through terminals other than at the PSAPs identified in Exhibit A to this Agreement. Client shall not use, copy, rent, lease, sell, sublicense, create derivative works from/of, or transfer the Zuercher 911 Software provided to Client under this Agreement, or the Zuercher 911 Documentation, or any third-party software provided hereunder, or permit others to do said acts, except as provided in this Agreement or the applicable license agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license, at the option of Zuercher or the applicable third party. In such event, Client shall not be entitled to a refund of the license fees paid hereunder. The foregoing shall not limit any other rights or remedies of Zuercher.

2.1.2.1 Client may make additional copies of the Zuercher 911 Software as reasonably required for archival for backup purposes, provided that such copies contain all copyright notices and other proprietary markings contained on the original, and are kept confidential in accordance with the Confidentiality and Proprietary Rights provisions of this Agreement. Unless otherwise specified, additional Zuercher 911 Software licenses acquired by Client subsequent to the effective date of this Agreement shall be subject to the terms and conditions of this section 2.

2.1.2.2 The Zuercher 911 Software licenses granted in this Agreement, are for object code only and do not include a license or any rights to source code. Client is specifically prohibited from accessing, copying, using, modifying, distributing or otherwise exercising any rights to source code.

2.1.2.3 The Zuercher 911 Software and Documentation, as well as applicable third party software and documentation, shall not be exported outside the United States without the prior written consent of TriTech, or the applicable third party vendor. In the event that such consent is provided, Client shall comply with the requirements for the United States Export Administration act of 1979 and any amendments thereto, and with all relevant regulations of the U.S. Department of Commerce, Bureau of Industry & Security Export Administration Regulations and any other similar laws and regulations.

2.1.3 Any third party software (software owned or licensed by a party other than Zuercher or TriTech) provided under this Agreement will be licensed in accordance with the applicable vendor's license terms.

2.1.4 Infringement. As the licensor of the Zuercher 911 Software, Zuercher will, at its expense, defend Client against any claim, action or proceeding by a third party (“Action”) for infringement by the Zuercher 911 Software of copyright or trade secrets, provided that Client immediately notifies Zuercher in writing of such Action and cooperates fully with Zuercher and its legal counsel in the defense thereof. Zuercher may in its sole discretion: (i) contest; (ii) settle; (iii) procure for Client the right to continue using the Zuercher 911 Software; or (iv) modify or replace the Zuercher 911 Software so that it no longer infringes (as long as the functionality and performance described in the Specifications substantially remains following such modification or replacement). Client may participate in the defense of such Action at its own expense. If Zuercher concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Client’s use of the Zuercher 911 Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, Zuercher shall refund a prorated portion of the Zuercher 911 Software license fee(s) paid by Client under this Agreement (calculated by multiplying the ratio of the number of months of actual Use in Live Operations to thirty-six (36) months times the license fees paid) and the Zuercher 911 Software licenses granted under this Agreement shall terminate. In the event such Action results in a money judgment against Client which does not arise, wholly or in part, from the actions or omissions of Client or its employees or agents or a third party, Zuercher will, subject to the limitations in Section 13, indemnify Client therefrom.

2.1.4.1 Zuercher shall have no duty under this provision with respect to any Actions that result out of any claim, action or proceeding arising from or related to, infringements: (i) of third party software, including operating system software, or hardware; (ii) arising out of modifications to the Zuercher 911 Software and/or Documentation not made by or under the direction of Zuercher; (iii) resulting from use of the Zuercher 911 Software to practice any method or process which does not occur wholly within the Zuercher 911 Software; or (iv) resulting from modifications to the Zuercher 911 Software or Documentation prepared pursuant to specifications or other material furnished by or on behalf of Client. This Section 2.1.4 states the entire obligation of Zuercher regarding infringement of intellectual property rights, and it will survive any termination or expiration of this Agreement.

3. STATEMENT OF WORK.

3.1 Exhibit B to this Agreement provides the Statement of Work (“SOW”) which defines the processes and services for implementation of the Zuercher 911 Software licensed under this Agreement.

4. RISK OF LOSS

4.1 Risk of loss for the deliverables to be provided under this Agreement will be borne by Zuercher while such deliverables are in transit to the Customer’s location; thereafter, risk of loss shall be borne by the Customer.

5. PSAP INSTALLATION REQUIREMENTS

5.1 Customer agrees to and shall meet the requirements as listed in PSAP Installation Requirements attached as Exhibit C and made a part hereof by reference. Customer may void all or part of the system warranty for not meeting these requirements. The Customer must return a signed copy of Exhibit C when the location(s) stipulated in Exhibit A have met these requirements. Exhibit C must be received by Zuercher before the Zuercher installation team travel can be scheduled.

6. ACCESS

6.1 Customer agrees to grant reasonable right of entry to Zuercher to enable delivery and implementation of the Zuercher 911 system, including provision of reasonable storage space if applicable.

7. TRAINING AND FOLLOW-UP TRAINING

7.1 Customer shall be responsible for having employees, agents, supervisors, or any other personnel to be trained as provided hereinabove present and available for said training at the PSAP in accordance with the mutually agreed upon project schedule.

8. DELAYS IN SCHEDULE

8.1 In the event that the conditions or requirements, which are the responsibility of the Client, are not as represented or required, or that any delivery, installation or services must be rescheduled due to no fault of Zuercher, Client shall be responsible for the actual costs and expenses incurred by Zuercher in connection with any related delay or rescheduling. If Zuercher arrives at the job site and the site is not ready for installation of Zuercher 911, including where services provided by a telephone carrier are not in place (trunks, data circuits, database or remote diagnostic lines), causing Zuercher to schedule another installation trip, any resulting employee labor costs and any resulting expenses will be billed to, and paid by, the Client.

9. LIMITED WARRANTY

9.1 **Zuercher 911 Software Limited Warranty.** Subject to the warranty exclusions below, Zuercher warrants the Zuercher 911 Software and third-party products provided hereunder comprising the Zuercher 911 system will operate together in accordance with the Specifications, for one (1) year following the Cutover Date (the "Warranty Period"). During the Warranty Period, if warranty work is necessary, Zuercher will, at its option: (i) repair the Zuercher 911 system in place; or (ii) accept return of components of the Zuercher 911 system for repair or replacement. Except as otherwise provided herein, such repair or replacement, including both parts and labor, will be at Zuercher's or its subcontractor's or vendor's expense. Repair and replacement parts may be new or reconditioned to be the functional equivalent of new. Zuercher's entire liability for any claim, loss, damage or expense from any cause shall in no event exceed the amount of the contract price for the Zuercher 911 system actually paid by Customer under this Agreement. Support and maintenance will be provided in accordance with the Zuercher 911 Support

Agreement entered into concurrent with this Agreement. This limited warranty in no way alters the exclusion of implied warranties set forth herein, and is effective only if Zuercher or TriTech installs the Zuercher 911 Software on the Customer's computers.

9.2 Limited Warranty Exclusions.

A. Software. The Parties acknowledge that the Zuercher 911 Software is not warranted to be error-free.

B. Warranty service provided under this Agreement during the Warranty Period excludes repairs or replacements necessitated by:

- (i) damage to the Zuercher 911 system due to fire, explosion, power irregularities, power surges, Acts of God (including, without limitation, earthquakes, rains, floods or lightning), or any other cause not attributable to or beyond the reasonable control of Zuercher;
- (ii) Customer's failure to follow applicable operation, maintenance, or environmental requirements described in any of the manufacturer's manuals or product bulletins, Zuercher 911 manuals, and other materials provided to Customer;
- (iii) Customer's additions, alterations, modifications, enhancements or repairs to, or disassembly of, the Zuercher 911 system (itself or using a third party);
- (iv) mishandling, abuse, misuses or damage to the Zuercher 911 System by Customer or a third party;
- (v) relocation of the Zuercher 911 System without Zuercher's prior written consent (other than telephone instruments relocated in accordance with the manufacturer's specifications);
- (vi) failures or changes required resulting from the local exchange or inter-exchange carrier, the power company or other transmission providers; or
- (vii) work performed by Customer on the hardware and/or software components which Customer or a third party adds or attaches to the Zuercher 911 system without Zuercher's prior written consent. If any excluded cause occurs, Zuercher may, at its option:
 - (a) perform repairs at Customer's request at Zuercher's then current charges; or
 - (b) terminate its support obligations for the Zuercher 911 Software. Further, warranty service provided under this Agreement during the Warranty Period excludes the following services: (1) electrical work external to the Zuercher 911 system; (2) such service which is impractical for Zuercher's service representatives to render because of alterations to the

equipment or its connection by mechanical or electrical means to other devices, or because of alterations to operating systems; (3) systems engineering services, programming, and operations procedures of any sort; or (4) service calls which result in "no trouble found" in the Zuercher 911 system. Any such other services shall be performed only upon Customer's written request, at Zuercher's then-current charges.

9.3 Manufacturers' Warranties. To the extent they may be passed through to Customer, any manufacturer's warranties covering all third party equipment and software to be supplied pursuant to this Agreement shall be passed through to Customer. Customer shall execute appropriate documents to obtain the benefit of any manufacturer's warranty of third party equipment and software provided herein for the period during which any applicable manufacturer's warranty is in existence.

9.4 EXCEPT AS EXPRESSLY SET FORTH HEREIN, ZUERCHER MAKES, AND CLIENT RECEIVES, NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE DELIVERABLES OR SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. EXISTING SYSTEM

10.1 Customer's existing system equipment will not be disconnected, removed or disposed of by Zuercher. If the existing system resides in the physical space required for the Zuercher 911 system, then it shall be the responsibility of the Customer to coordinate the relocation of the existing system equipment prior to Zuercher's arrival at the job site. Should the Customer request Zuercher to relocate the existing system equipment, said request shall be in writing, and will be billed at the current pricing structure for material and labor requirements. Furthermore, Zuercher shall not be held responsible for any damage to the equipment associated with relocation, or the cost of removing the equipment from the site, or disposal.

11. ALI DATABASE

11.1 It is understood that the ALI database information for use by the Zuercher 911 Software is provided by the Client or its agent and that Zuercher shall have no involvement with the development, maintenance or integrity of this information.

12. THIRD PARTY HARDWARE AND SOFTWARE MAINTENANCE

12.1 The Zuercher 911 system may contain third party hardware and software, including that which the manufacturer may have embedded into the hardware provided under this Agreement. If required, Customer shall execute a third-party maintenance agreement for any third-party hardware and software incorporated in the Zuercher 911 system. If applicable, said agreement will be attached as addenda hereto; however, Zuercher shall not be a party to such third-party agreements.

13. INDEMNIFICATION AND LIMITATION OF LIABILITY

13.1 Zuercher Indemnification Obligations. Subject to the limitations set forth in this Section 13, Zuercher shall indemnify, defend and hold harmless Client and its employees and agents (the "Client Indemnified Parties") for, from and against any and all losses, damages, claims, actions, judgments, settlements, awards, penalties, fines, costs or expenses, including reasonable attorneys' fees (collectively, "Losses"), that are incurred by any Client Indemnified Party pursuant to any third-party claim to the extent they arise from any wrongful or negligent act, error or omission of Zuercher, its employees or agents, or of any subcontractor and its employees or agents, in connection with Zuercher or any such subcontractor's performance of its obligations under this Agreement; provided, however, Zuercher shall not be required to indemnify any Client Indemnified Party for any such Losses to the extent they arise from the negligence or wrongful act or omission of any Client Indemnified Party, and in such case Zuercher's indemnity obligations hereunder shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.2 Client Indemnification Obligations. Subject to the limitations set forth in this Section 13, Client shall indemnify, defend and hold harmless Zuercher and its employees and agents and any subcontractor and its employees and agents (collectively the "Indemnified Parties") for, from and against any and all Losses that are incurred by any Indemnified Party pursuant to any third party claim to the extent they arise from any wrongful or negligent act, error or omission of Client, its employees or agents in connection with this Agreement or Client's use of the Zuercher 911 System (including any use of the Zuercher 911 System or any subsystem in contravention of the Zuercher 911 Documentation or in contravention of any specific terms and conditions of use of any component of the Zuercher 911 System or any subsystem); provided, however, Client shall not be required to indemnify such parties for any such Losses to the extent they were caused by the negligence or wrongful act of such Indemnified Party, and in such case Client's indemnity obligations hereunder shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.3 The indemnifying Party may assume, at its sole option, control of the defense, appeal or settlement of any third-party claim that is reasonably likely to give rise to an indemnification claim under Section 13.1 or 13.2 (an "Indemnified Claim") by sending written notice of the assumption to indemnified Party on or before ten (10) business days after receipt of a claim notice to acknowledge responsibility for the defense of such Indemnified Claim and undertake, conduct and control, through reputable independent counsel of its own choosing (which the indemnified party shall find reasonably satisfactory) and at indemnifying Party's sole expense, the settlement or defense thereof. The indemnifying Party shall give prompt written notice to the indemnified Party of any proposed settlement of the Indemnified Claim. The indemnifying Party may not, without the prior written consent of the indemnified Party, which indemnified Party shall not unreasonably withhold, condition or delay, settle or compromise any claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder unless such settlement, compromise or consent does not contain any equitable order, judgment or term (other than the fact of payment or the amount of such payment) that in any manner affects, restrains or interferes with the business of indemnified Party or any of indemnified Party's affiliates.

13.4 Except for actions for intellectual property right infringement (including copyright, trade secret or trademark infringement), no arbitration, action or proceeding arising out of any claimed breach of this Agreement or transaction may be brought by either Party more than four (4) years after the cause of action has accrued.

13.5 EXCEPT FOR ANY CLAIMS MADE BY ZUERCHER THAT CLIENT HAS INFRINGED OR MISAPPROPRIATED ANY OF ZUERCHER'S OR TRITECH'S INTELLECTUAL PROPERTY RIGHTS OR THAT CLIENT HAS OTHERWISE BREACHED ITS OBLIGATIONS WITH RESPECT TO INTELLECTUAL PROPERTY RIGHTS HEREIN, IN NO EVENT SHALL EITHER PARTY OR ITS SUBCONTRACTORS OR VENDORS BE LIABLE UNDER THIS AGREEMENT OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT OR LOST OR DAMAGED SOFTWARE, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.6 NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE TOTAL LIABILITY OF ZUERCHER FOR ANY LOSSES ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BY WAY OF INDEMNIFICATION, UNDER STATUTE OR OTHERWISE SHALL NOT EXCEED (I) THE CONTRACT PRICE OR (II) IN THE CASE OF BODILY INJURY, PERSONAL INJURY OR PROPERTY DAMAGE FOR WHICH DEFENSE AND INDEMNITY COVERAGE IS PROVIDED BY ZUERCHER'S INSURANCE CARRIER, THE COVERAGE LIMITS OF SUCH INSURANCE APPLICABLE TO SUCH LOSS.

14. CONFIDENTIALITY AND PROPRIETARY RIGHTS

14.1 The Zuercher 911 Software and Documentation (including any portion, modification, translation, or derivative thereof), and all applicable rights in patents, copyrights, trademarks and trade secrets therein ("Confidential and Proprietary Information"), is owned or licensed by Zuercher and is protected by United States copyright, trademark and other intellectual property laws and international property laws and treaty provisions. Client shall acquire no intellectual property ownership rights to the Zuercher 911 Software or Zuercher 911 Documentation.

14.2 Client acknowledges and agrees that the Zuercher 911 Software and Zuercher 911 Documentation, including but not limited to the source code, object code, software design, structure and organization, user interface and the engineering know-how implemented in the Zuercher 911 Software, together with any other information identified by Zuercher as confidential or proprietary constitute the valuable properties and trade secrets of Zuercher or TriTech thereof,

embodying substantial creative efforts and confidential information, ideas and expressions, not generally known by the public and which secure to the vendor a competitive advantage.

14.3 Client agrees during the term of the license granted under this Agreement, and thereafter, to hold the Zuercher 911 Software and Zuercher 911 Documentation, including any copies thereof and any documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for Client's exercise of the license rights granted hereunder. Nothing in this Agreement is intended to or shall limit any rights or remedies under applicable law relating to trade secrets, including the Uniform Trade Secrets Act as enacted in applicable jurisdictions.

14.4 Client shall not attempt or authorize others to attempt to learn the trade secrets, technology, ideas, processes, methods of operation, know-how and/or confidential information contained in the Zuercher 911 Software by duplication, decompilation, disassembly, other forms of reverse engineering, or other methods now known or later developed.

14.5 If any Zuercher Confidential and Proprietary Information is subject to any Federal or State statute(s) providing for public access or disclosure of public records, documents or other material, Client shall (i) provide to Zuercher written notice of any request or other action by a third party under said statute(s) for release, access, or other disclosure thereof, (ii) provide to Zuercher a reasonable opportunity to respond to and/or oppose such action in the appropriate forum and (iii) take such steps as are permitted under said statutes to assert in response to such action any exemptions or other protections available thereunder to prevent, restrict and/or control the public release, access and/or disclosure of the Zuercher Confidential and Proprietary Information.

14.6 Provided that Client's confidential business information and confidential data is marked with the legend "CONFIDENTIAL INFORMATION", "PROPRIETARY INFORMATION", or a substantially similar legend, Zuercher agrees to maintain Client's confidential business information and confidential data, including patient identifying data, to which Zuercher gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. If such confidential or proprietary information is disclosed to Zuercher orally, Client shall, within five (5) business days of the disclosure, document the disclosure in writing, which writing shall be marked with the above-described legend.

14.7 The confidentiality obligations specified under this section 14 shall survive the termination or rescission of this Agreement.

15. INSURANCE

15.1 Beginning at the start of Zuercher's performance under this Agreement, and ending when annual Support for Zuercher 911 is no longer being provided to Client, Zuercher shall maintain in force a policy of General Liability Insurance with coverage limits of \$1,000,000 per occurrence, \$2,000,000 aggregate. A certificate of insurance naming Client as an added insured under the General Liability insurance policy will be provided.

16. DEFAULT AND TERMINATION

16.1 Zuercher Termination Rights. Zuercher may terminate this Agreement and the Software licenses granted herein at any time if (i) Client fails to comply with any material term or condition of this Agreement unless (a) in the case of failure to pay monies due to Zuercher, Client cures such failure within fifteen (15) days after written notice of such failure by Zuercher or (b) in other cases, Client cures such failure within thirty (30) days of such notice or in the case of failures not reasonably susceptible to cure within thirty (30) days, Client commences action to cure such failure within such period and continues such action with due diligence until the failure is cured, or (ii) Client's normal business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination. Such termination shall not affect Zuercher's right to receive and retain the Contract Price and other fees, charges and expenses earned hereunder.

16.1.1 In the event of any termination in accordance with Section 16.1, any subcontractors providing software licenses hereunder, if applicable, may also terminate such licenses granted to Client with respect to this Agreement.

16.2 Client Termination Rights. Client may terminate this Agreement if (i) Zuercher fails to comply with any material term or condition of this Agreement unless (a) Zuercher cures such failure within thirty (30) days after written notice thereof from Client or (b) in the case of failures not reasonably susceptible to cure within thirty (30) days, Zuercher commences action to cure such failure within such period and continues such action with due diligence until the failure is cured, or (ii) Zuercher's normal business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination and no successor or assignee is appointed who is ready, willing and able to assume and perform Zuercher's obligations under this Agreement.

16.3 Upon any termination of this Agreement, Client shall promptly (and in any event no later than thirty (30) days after such termination) and permanently remove and destroy all copies of the Zuercher 911 Software and Documentation and any associated materials (whether residing on a computer system, Server, Workstation, in hard copy, CD-ROM, magnetic or other media, and for backup, archival copies or otherwise) and certify to Zuercher in writing that Client has performed such actions and has not retained or permitted others to retain any such copies. Client shall perform these same procedures for removal and destruction of third party software provided under this Agreement, if applicable, and so notify Zuercher.

17. NOTICES

17.1 Any notice or communication under this Agreement shall be in writing and shall be by U.S. Mail or telecopier to the Party receiving such communication at the address specified herein or such other address as either Party may in the future specify to the other Party. Unless specified by appropriate notice otherwise, notices shall be given to the respective parties as follows:

Zuercher Technologies LLC

Attn: Contracts
4509 West 58th Street
Sioux Falls, SD 57108
Telephone: 605.274.6061

LAUREL POLICE DEPARTMENT

Attn:
215 West 1st Street
Laurel, MT 59044
Telephone:

18. ASSIGNMENT

18.1 Neither Party may assign, sublet, or transfer any interest or obligation in this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld, and then only upon such terms and conditions as both Parties may agree to set forth in writing. A merger or acquisition of all or substantially all of Zuercher's assets shall not be considered an assignment hereunder. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

19. WAIVER

19.1 In the particular event that either Party shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Agreement by either Party, whether of the same or any other covenant, condition or obligation.

20. GOVERNING LAW

20.1 Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Montana without regard to its conflict of law provisions and not including the United Nations Convention on Contracts for the International Sale of Goods if such convention would otherwise be applicable.

21. SEVERABILITY

21.1 If any provision, term, or condition of this Agreement is found to be or becomes unenforceable or invalid, it shall not affect the remaining provisions, terms and conditions of this Agreement, unless such invalid or unenforceable provision, term or condition renders this Agreement impossible to perform. Such remaining terms and conditions of the Agreement shall continue in full force and effect and shall continue to operate as the parties' entire Agreement.

22. INDEPENDENT CONTRACTOR

22.1 It is distinctly understood and agreed that the relationship of employer and employee, principal and agent, or joint venture does not and will not exist between Zuercher and the Client, and that Zuercher is an independent contractor of the Client.

23. FORCE MAJEURE

23.1 Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in Delivery or performance as a result of war, acts of terrorism, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond such Party's reasonable control), the actions or omissions of the other Party or its employees or agents and/or other similar occurrences beyond the Party's reasonable control (an "Excusable Delay"). In the event of any such Excusable Delay, Delivery or performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay. The Party affected by an Excusable Delay hereunder shall provide written notice to the other Party of such delay as soon as reasonably possible.

24. DISPUTE RESOLUTION

24.1 The Parties desire to first attempt to resolve certain disputes, controversies and claims arising out of this Agreement or any Addenda hereto before a Party begins litigation. Prior to commencing litigation, at the written request of either Party, the Parties agree to meet onsite at either Zuercher's or the Client's location as determined by the Parties, and negotiate in good faith to resolve any dispute arising under this Agreement. Each Party shall be responsible for its associated travel costs. If the above negotiations do not resolve the dispute within sixty (60) days of the initial written request, either Party may take appropriate legal action.

25. ENTIRE AGREEMENT

25.1 This Agreement and its Addenda or amendment(s) represent the entire agreement between the Parties hereto and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written agreements, oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement.

26. GENERAL

26.1 This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

26.2 No modifications or amendments to this Agreement shall be binding unless in writing and executed by each of the Parties hereto.

26.3 The Parties may rely on a facsimile or electronic transmission as an original version of the other Party's authorized signature to bind the other Party and satisfy any applicable contractual requirements.

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

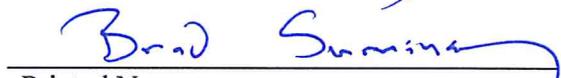
LAUREL POLICE DEPARTMENT

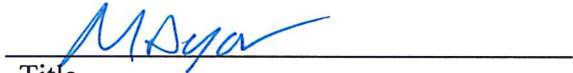
ZUERCHER TECHNOLOGIES, LLC


Accepted By (Signature)


Accepted By (Signature)


Printed Name


Printed Name


Title


Title


Date

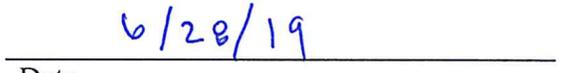

Date

EXHIBIT A

PRICING AND PAYMENT MILESTONES

Software License Fee(s)

911 Software License Fee(s)	Unit Price	Qty	Total Price
911 Position	\$7,000.00	2	\$14,000.00
911 Server Software	\$10,000.00	1	\$10,000.00
<i>911 Software License Fee(s) Subtotal:</i>			\$24,000.00

Software License Fee(s) Total: \$24,000.00

Implementation Service Fee(s)

911 Implementation Service Fee(s)	Unit Price	Qty	Total Price
911 Call Taker Position Setup and Testing (per workstation)	\$900.00	2	\$1,800.00
911 End User Training (up to 10 students)	\$1,200.00	1	\$1,200.00
911 Supervisor Training (up to 10 students)	\$1,400.00	1	\$1,400.00
CPE Backroom Installation and Testing (Small Implementation up to 4 positions)	\$23,400.00	1	\$23,400.00
Project Management 911 (Small Implementation 1-4 Positions)	\$15,400.00	1	\$15,400.00
<i>911 Implementation Service Fee(s) Subtotal:</i>			\$43,200.00

Implementation Service Fee(s) Total: \$43,200.00

Project Related Fee(s)

Product Name	Unit Price	Qty	Total Price
Estimated Travel Expenses	\$10,000.00	1	\$10,000.00
CS911 Shipping	\$1,353.75	1	\$1,353.75
System Integration	\$4,647.88	1	\$4,647.88
<i>Project Related Fee(s) Total:</i>			\$16,001.63

Hardware

Product Name	Unit Price	Qty	Total Price
Extended Hardware Warranty (5 Years)	\$7,280.50	1	\$7,280.50
Workstation and Backroom Hardware	\$37,844.55	1	\$37,844.55
<i>Hardware Total:</i>			\$45,125.05

Hardware Total: \$45,125.05

Quote Total: \$128,326.68

Annual Maintenance Fee(s) (Year 2)

Product Name	Support Level	Total Price
911 Position	24 x 7 (911)	\$2,520.00
911 Server Software	24 x 7 (911)	\$1,800.00
Workstation and Backroom Hardware	24 x 7 (911)	\$6,812.02
<i>Annual Maintenance Fee(s) (Year 2) Total:</i>		\$11,132.02

Annual Maintenance Fee(s) (Year 2) Total: \$11,132.02

Payment Milestones:

20%	Software and Services Due at Contract Signature	\$14,640.33
30%	Software and Services Due at CPE Backroom Installation	\$21,960.49
30%	Software and Services Due at Completion of Pre-Go Live End User Training	\$21,960.49
10%	Software and Services Due at Go Live (Cutover)	\$7,320.16
10%	Software and Services Due at System Acceptance as defined herein	\$7,320.16
100%	Hardware due upon order	\$45,125.05
	Travel (Estimated) – to be billed as incurred	\$10,000.00

Installation location:

Laurel Police Department
215 West 1st Street
Laurel, MT 59044

EXHIBIT B
STATEMENT OF WORK

EXHIBIT C

PSAP INSTALLATION REQUIREMENTS

General Requirements:

1. Provide a temporary, secure storage area, available for the boxes of equipment shipped to the PSAP prior to installation and accessible by install personnel.
2. Arrangements should be in place to allow the installation staff relatively free access to all pertinent areas, i.e. telephone room, equipment room, dispatch area, etc.
3. Order and provide any/all new emergency trunks, administrative lines, "make-busy" circuit or ALI/DMS data circuits from the telco AND confirm that they are installed, properly identified (tagged), tested and available for use prior to first day of install.
4. Test pilot numbers for 9-1-1 trunk circuits will need to be identified and provided by the telco for testing the 9-1-1 circuits prior to cutover.
5. Provide a dedicated telephone line to be terminated in the telephone room for each of the following features:
 - a. Each Telephony backroom hardware component provided (for remote notification/support)
 - b. Paging (If selected)
 - c. Fax ALI (If selected)
6. Order, provide and maintain high speed internet access to the system(s) for remote troubleshooting, diagnostics and repair. Schedule any network access privileges prior to install.
7. Maintain all associated Networks to Company Quality of Service (QOS) standards. Provide evidence this standard is met. A Network Assessment may be required if customer is unable to provide satisfactory evidence of meeting this standard. The cost and schedule impact of this assessment is not included in the Scope of Work.
8. Confirm that Caller ID service is ordered, tested, and available for use from the telco if this feature is desired for the administrative lines.
9. Ensure all debris, stored items, and other non-essential clutter is removed from the equipment and dispatch areas and the rooms vacuumed and surfaces wiped down.

10. Ensure that all interface Companies (the voice logging recorder, radio and CAD, mapping) are available to support their installed hardware and software to evaluate the connectivity interfaces, and data stream to their hardware together with the E9-1-1 installation team when that event (link) occurs.
11. The radio vendor must provide radio select-audio output and telephone audio input separate tie points. These are in support of the Instant Recall Recorder.
12. The radio vendor must provide a connection point to receive dry-contact closure and 2-wire voice-transmit and 2-wire voice-receive if using the radio headset interface portion of the headset interface.
13. The logging recorder Company must provide position output for the recorder with a termination point within two feet of each workstation computer.

Requirements in the backroom equipment area: (space can be modified if necessary)

- Wall space: 720 square inches (5 square feet)
 - Floor space: 1,584 square inches (11 square feet)
 - Area space: 51,072 cubic inches (29.6 cubic feet).
 - Backroom equipment is rack-mounted in 2 racks (for up to 6 positions):
 - Normally: 28 inches deep x 19 inches wide x 84 inches high
 - Worst-case: 32 inches deep x 45 inches wide x 84 inches high
 - Total weight: 336 pounds distributed throughout the two racks (rack weight included)
1. Advise Zuercher at least two weeks prior to installation as to the type of floor (concrete, wood, raised computer floor panels, etc.). Provide clear and level floor space for bolting the racks to the floor in the equipment room.
 2. Advise Zuercher as to type of access for cable routing is available from the equipment room to the dispatch area and demarc room to the equipment room if applicable. This access must accommodate a minimum of three (3) CAT5E or CAT6 cables to each position. Define type as raised computer flooring, suspended ceiling, conduit, or whatever accessible methodology is available. Notification must be received two (4) weeks prior to the time of installation.
 3. Provide one (1) separate dedicated breaker supported electrical receptacle on the wall directly behind the backroom equipment Rack location. This breaker is to be rated for 120 VAC @ 30 Amps. A single L5-30R twist type receptacle with cover plate shall be installed and tied to the breaker. A single L5-30R twist type receptacle and separate box will be

required for each system and should be tested and certified prior to install team arrival. This outlet should be no more than 3 vertical feet, or 3 horizontal feet from the rack.

4. Maintain a room temperature below 80 degrees Fahrenheit (F). Total system back room heat generated should encompass approximately 15k BTUs total output. The HVAC cooling system should be rated to accept and effectively deal with this heat load in maintaining the room temperature at or around seventy (70) degrees F. The backroom equipment (specifically the computers such as the server(s)) will function best under environmental conditions of 70 degrees F or lower with a maintained humidity between 50% and 25%. All air conditioning units and/or ventilation points should be verified free of water discharge prior to installation team arrival.
5. Provide an effective and easily accessible building ground system to ensure properly protected operation of the installed systems. This ground should be within 10 feet of the equipment rack(s).
6. Provide access to the telephone demarcation point for connection to the lines available in the building. All relevant telephone lines and connections must be clearly labeled and available at the time of installation.
7. If a Computer Aided Dispatch (CAD) system is used and an interface is to be provided, the CAD Company must be available to support the evaluation of the delivered data at the time of installation.
8. Ensure that no other LLC equipment is plugged into the backroom, UPS units utilized by the Zuercher 911 system.
9. Ensure that any remodeling or construction in or near the backroom equipment area, controls dust and debris to prevent direct or indirect damage to system components.

Requirements at the workstation dispatch area:

- Wall space: none
 - Space required: 4,560 cubic inches (2.63 cubic feet) per dispatcher work location
1. Provide adequate available wall electrical outlets (at least two (2) rated for 120 VAC @ 20 Amps) to support workstation equipment, and located within at least three feet of the computer cabinet.
 2. Ensure that the 9-1-1 equipment is not placed on a general purpose area wide network, but uses the one installed by Zuercher specifically designated for that function only, or uses a segregated portion of the customer network approved by Zuercher prior to install. It is highly recommended that the installed switch be separate of any other city/county switches. It is also important that third-party software not be loaded on either the server(s) or the workstations without testing, evaluation, and the expressed written permission of Zuercher. Taking such action without the indicated approval can result in voiding the warranties for both software and hardware.
 3. Ensure workstation equipment location is designed to maintain temperatures below 80 degrees F.
 4. Ensure that no other equipment is plugged into workstation UPS units utilized by the Zuercher 911 Software system.
 5. Ensure that any remodeling of the PSAP area includes installation of proper lighting, heating, air-conditioning, ventilation and power; final workstation furniture (not temporary solutions); radios; logging recorder; telephone lines and data connections are in place and operational prior to installation of the E9-1-1 equipment.
 6. The Customer authorizes the drilling and placement of necessary hardware (at both the workstation area as well as the back room area) to ensure safe and common practice installation of computers, interface hardware, racks and grounding hardware in floors, sub floors, and walls as necessary. Where the Customer does not wish this to occur, a contractor acceptable to the Customer will be employed by the Customer to accomplish such processes.
 7. Provide any headsets which are used or are to be used at the workstations to be supplied by the Customer, including the appropriate headset receptacle interfaces for connection to an existing or proposed radio system.

The installation site or sites listed below, meet the requirements as listed and is/are ready for system installation:

Laurel Police Department
215 West 1st Street
Laurel, MT 59044

Signature: 

Name: THOMAS C NELSON

Title: Mayor

Date: 5/18/2019

(Please fax or pdf and send via email to Zuercher)