

EXHIBIT H-1:
MAINTENANCE AND SUPPORT SERVICE PROVISIONS

H.1. Definitions. Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein:

ENHANCEMENT	A modification or addition which adds new features or functionality to the System.
FIX	Repair or replacement of source, object, or executable code in the Software to remedy an Error.
MAINTENANCE AND SUPPORT SERVICES	The Maintenance and Support Services required under this Agreement. Maintenance and Support Services include: correcting an Error; providing telephone and/or online support concerning the installation and use of the Software; training in the installation and use of the Software; consulting and application development services provided under an Enhancement or Out of Scope Services; detection, warning and correction of viruses; and disabled/disabling code.
MAINTENANCE RELEASE	A subsequent version of the Software that includes Error Corrections and/or Updates.
PATCH, ERROR CORRECTION	Either (a) a temporary repair or replacement or other modification or addition that, when made or added to the Software, corrects an Error, or (b) a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of an Error on the City. Temporary repairs may be made permanent and released in Subsequent Releases of the Software.
RELEASE	A revision of the Software made subsequent to its initial delivery which adds new functions to the Software, substantially changes its existing functions, substantially improves the overall performance of the Software, or which accumulates previous Updates. A Release will have updated Documentation and a new Release number.
SUBSEQUENT RELEASE	A release of the Software for use in a particular operating environment which supersedes the Software. A Subsequent Release is offered and expressly designated by Tiburon as a replacement to a specified Software product. A Subsequent Release implemented by the City will be supported by Tiburon in accordance with the terms of this Exhibit. Multiple Subsequent Releases may be supported by Tiburon at any given time.
UPDATE	Revisions of the Software released by Tiburon which enable the Software to perform as described in the Documentation for the current Release.
UPGRADE	Either an enhancement to the Software code to add new features or functions to the system or software programming revisions

containing corrections to Errors that have been reported by users or discovered by the Tiburon.

H.2. Term

The Parties' rights and duties under the terms of this Exhibit shall begin immediately upon Final System Acceptance of the System and continue for a period of one (1) year thereafter, at which time, upon the payment of the maintenance renewal fees as outlined in Exhibit D-1, the Agreement shall automatically renew for additional one (1) year periods, and shall continue as such until October 31, 2024.

H.3. Maintenance and Support.

a. Maintenance and Support Services. The provisions of this Exhibit shall only apply to the Software and System included in Phase 2. After Acceptance of the Software and System, subject to the terms, conditions, and charges set forth in the Agreement and this Exhibit, Tiburon will provide the City with maintenance and support services for the Software as follows: (i) Tiburon will provide such assistance as necessary to correct Errors and to cause the Software to perform in accordance with the specifications as set forth in Exhibit B of the Agreement and the Detailed Design Documents, as well as whatever improvements, enhancements, extensions, and other changes to the Software that Tiburon may develop; and (ii) Tiburon will update the Software, as required, to cause it to operate under new versions or releases of the operating system specified in the Authorization Document so long as such updates are made generally available to Tiburon's other Licensees.

b. Error Reporting. Tiburon will provide the City with telephone support 24 hours a day, 7 days a week. The City's Project Manager, or designee, shall report any Error experienced by the City related to the Software or the System, including hardware problems, along with the priority level of the Error, to Tiburon at the contact number provided by Tiburon. Each such Error report will be accompanied or followed by sufficient information to enable Tiburon to reproduce and verify the Error. Tiburon will acknowledge each such reported Error via telephone or electronic mail to the Technical Contact, and subject to the requirements of Section H.4, will use commercially reasonable efforts to reproduce and verify reported Errors and provide Error corrections therefore.

c. Hotline Support. In addition to the telephone support required under subsection (b), Tiburon shall provide remote access hotline support to the City to help the City answer routine questions with respect to the use of the Software. This hotline support shall be made available by phone between the hours of 8 a.m. and 6 p.m. Pacific time Monday through Friday, except legal holidays. Hotline support shall be available by electronic bulletin board, electronic mail or other service 24-hours a day, seven-days a week.

d. Enhancements. The City may request Tiburon to furnish, install and implement enhancements to the System, which shall be documented by Tiburon in the form of Enhancement Proposals. Tiburon shall provide a Statement of Work for the enhancement and install and implement such enhancements on a fixed-quote basis with payment milestones. Tiburon shall not provide any enhancement under this Agreement unless: (1) the City provides written authorization of the enhancement proposal; (2) the enhancement proposal is subject to the terms of this Exhibit H; (3) the enhancement proposal includes objective, measurable criteria regarding final acceptance of the enhancement; (4) the enhancement proposal provides that upon final acceptance of the enhancement, this Exhibit H shall cover the enhancement(s) as Licensed

Software subject to the City's payment of any necessary additional support fees relating to the enhancement; and, (5) the enhancement proposal provides that, upon final acceptance of such enhancement, the Parties shall deem Exhibit G of the Agreement, the Software Licensing Provisions, to be amended to grant to the City the appropriate rights to use the enhancement, subject to payment in full of all amounts due under the enhancement proposal.

The City may request enhancements to or additional technical support on the current system, to support a transition to a new CAD System. This will be billed on a Time and Materials basis, or (if a new feature is requested) through the Enhancement Proposal process.

e. Out of Scope On-Site Support and Technical Support.

i. For an additional cost, the City may, from time to time, request emergency on-site support from Tiburon, beyond the support otherwise required under this Exhibit. Tiburon agrees to use commercially reasonable efforts to provide such emergency on-site support to the City, subject to the availability of appropriate Tiburon personnel.

ii. From time to time, the City may request Tiburon to provide under this Agreement certain out of scope services, defined as any service not covered under the "Support Services" definition from the Agreement. Any out of scope services shall be provided, at Tiburon's option, on a fixed-quote basis with payment milestones or on a time and material basis at the rate specified in Exhibit D, plus air related travel, per diem and other expenses invoiced as incurred.

iii. Tiburon's rates for services performed under this subsection (e) shall be those set forth in Exhibit D to the agreement.

f. Subsequent Releases. Tiburon will provide, and the City will be licensed for, Subsequent Releases of the Tiburon-developed Software in accordance with the maintenance costs identified in Exhibit D. Although City will not be responsible for additional licensing fees, except for added Software, modules and functionality not included as part of the base Tiburon Software, City shall be responsible for the payment of all services necessary to implement such Subsequent Releases to the Tiburon developed Software.

H.4. Priority Levels and Protocols.

a. Tiburon will furnish Error correction in accordance with the Priority Categories listed below, based on the City's determination of the priority level of the Error.

<u>Priority Level</u>	<u>Category</u>	<u>Definition</u>
Priority 1	Critical	The entire System (e.g., CAD) or a major component (e.g., State interfaces, paging) or critical function (e.g., call creation, dispatch) is unavailable or severely degraded. City cannot use System to continue intended operations. Error impacts all or most users, halts or severely impacts critical operations, or database integrity is compromised.
Priority 2	High	A major component or function does not work properly. Error impacts a small group of users. Normal operations are impaired, but can continue.

Priority 3	Normal	Error impacts an individual user or a small group of users. Service can safely be delayed until a mutually-established time. A Workaround may be available, but is inefficient.
Priority 4	Informational	Issue is informational or educational in nature. Requests for Enhancements and similar requests should be reported as Priority 4.

b. Tiburon will furnish Error correction in accordance with the following protocols, based on the Priority level identified by the City in the Error report:

i. Priority 1 Protocol. Within one hour of receiving the Error report, Tiburon shall assign a product technical specialist(s) to diagnose and correct the Error. Thereafter, Tiburon shall: provide ongoing communication about the status of the correction; immediately provide a Fix, a Patch or a Workaround; and exercise all commercially reasonable efforts to include a Fix or Patch for the Error in the next Subsequent Release. Tiburon shall escalate resolution of the problem to personnel with successively higher levels of technical expertise until the Error is corrected. Tiburon shall make Priority 1 support services available 24 hours a day, 7 days a week, and 365 days a year.

ii. Priority 2 Protocol. Within four hours of receiving the Error report, Tiburon shall: assign a product technical specialist(s) to diagnose the Error and to commence correction of the Error; immediately provide a Workaround; provide escalation procedures as reasonably determined by Tiburon's staff; and exercise all commercially reasonable efforts to include a Fix or Patch for the Error in the next Software maintenance release, or within ninety (90) days as a software or approved procedural correction. Tiburon shall make Priority 2 support services available 24 hours a day, 7 days a week, and 365 days a year.

iii. Priority 3 Protocol. By the next business day following its receipt of the Error report, Tiburon shall: assign a product technical specialist(s) to diagnose and correct the Error; provide a Workaround; provide escalation procedures as reasonably determined by Tiburon's staff; and exercise all commercially reasonable efforts to include a Fix or patch for the Error in the next Software Maintenance Release.

iv. Priority 4 Protocol. Tiburon may include a Fix or Patch in the next Software major release.

H.5. Maintenance Limitations.

Tiburon is not obligated to provide Maintenance and Support Services in the following situations:

a. The Software has been changed, modified, or damaged (excluding modifications made by Tiburon);

b. The Maintenance and Support Services are necessary due to: (i) failure of computer hardware, equipment, or software not supplied by Tiburon as part of the Agreement, including, but not limited to, failure caused by or attributable to the City's failure to obtain, pay for or maintain in effect during the term of any maintenance period(s) necessary technical support contracts for third-party software not supplied by Tiburon that impacts or interfaces to the System; (ii) the negligence of the City or any third party; (iii) a cause or causes beyond the reasonable control of Tiburon; or (iv) attempted maintenance by unauthorized persons;

- c. The Maintenance and Support Services are necessary due to the City's use or improper use of the Software, or merging or combining the Software with any hardware or software not authorized by Tiburon to be so merged or combined;
- d. The City has not installed and implemented an Error Correction, Update and/or Maintenance Release provided by Tiburon;
- e. The City has not paid the maintenance fees, or any related fees or amounts, when due; or,
- f. Tiburon is unable to install corrections due to the current hardware configurations in use by the City.

H.6. City Responsibilities

a. Cooperation. The City will fully cooperate and assist Tiburon in the provision of maintenance and support Services. The City will allow Tiburon to implement all Error Corrections, Updates, and/or Maintenance Releases furnished by Tiburon, and approved by the City, unless such change would require the City to purchase additional or replacement Equipment. All Documentation, Licensed Software, Error Corrections, Updates, and Maintenance Releases provided by Tiburon are subject to the terms and conditions of this Exhibit H and Exhibit G, the Software Licensing Provisions, and the City agrees to comply with those terms and conditions.

b. Technical Service Request. The City shall provide all information requested by Tiburon necessary to complete its technical service request form for each request for technical services, Enhancements, and out of scope services.

c. Remote Access. City shall install and monitor during the term of this Agreement a dedicated high-speed data connection and any other networking equipment as identified in Appendix B-1 to the SOW of the Agreement, in order to provide remote access to the System. Tiburon shall not be responsible for any costs relating to the procurement, installation, maintenance and use of such equipment and all associated service charges. Tiburon shall use the data connection solely in connection with the provision of its services hereunder. The City may be required to run tests deemed necessary by Tiburon following each remote access as requested by Tiburon.

d. Physical Access. The City shall provide Tiburon with physical access to the System at any time during normal business hours, subject to the City's operational and security requirements. After normal business hours, the City shall ensure that the City Technical Support Coordinator can be reached by phone or pager to (a) provide physical access to the System within two (2) hours of Tiburon's request for such access, and (b) remain on-site until Tiburon determines that there is no longer a need for physical access.

e. Maintenance and Back-Ups. The City shall ensure that maintenance and back-up activities relating to the Tiburon Software and the System, including without limitation backing up databases and journal logs, purging out of date records, subject to the City's retention requirements, and running reports and performing diagnostics, are regularly and continuously carried out in accordance with the schedule and methodology specified in Appendix H-2, "Back Up Schedule and Procedures."

f. Data Input. The City shall enter, update and maintain the input data as required for satisfactory operation of the Tiburon Software, and be responsible for the accuracy of all City-provided data.

g. System Security. The City shall ensure that the security of the System conforms in all respects to the federal, state, and/or local mandated law enforcement telecommunications requirements.

h. System Change, Alteration, or Modification. The City shall ensure that, with respect to the Software, such Software is installed only on the authorized server and only at the authorized site. The City shall ensure that each authorized site conforms in all respects to the Site Specifications set forth on Appendix B-1 to the SOW of the Agreement. Subject to the provisions of this Exhibit and Exhibit G, the City shall ensure that no change, alteration or modification is made to the system configuration without the express prior written consent of Tiburon; provided, however, that said consent is not intended to constitute in any manner Tiburon's approval, certification, endorsement, or warranty of the system configuration or performance.

i. Database Change. City shall maintain a system to ensure that only authorized personnel have the ability to make structural changes to the City's database and that a list of all such authorized personnel (and any updates thereto) be promptly delivered to the Tiburon Support Center. Each notice for a change to a City database shall be in writing from the City's Authorized City Representative, and shall contain all details of the requested change. Tiburon shall not assist City personnel other than those on the most current authorization list.

j. Authorized City Representative. The City shall designate, in a written notice a single individual to act as the City's authorized representative for purposes of coordinating maintenance and support services provided under this Exhibit H (the "City Representative"). Such individual (a) must be authorized to act on the City's behalf with respect to all matters relating to this Exhibit H, subject to the terms and conditions of this Exhibit; (b) shall ensure the City's compliance with its responsibilities under this Agreement; and (c) shall coordinate appropriate schedules in connection with Tiburon's services under this Agreement. The City may change the individual designated hereunder by providing Tiburon advance written notice designating the new individual authorized to act as the City Representative.

k. Technical Support Coordinators. The City shall designate, in a written notice one or more individuals to act as the City's technical support coordinator (a "Technical Support Coordinator"). The City shall ensure that each Technical Support Coordinator designated hereunder shall have received the appropriate training and shall otherwise be familiar with the Tiburon Software and the System. The City shall ensure that, at all times, a Technical Support Coordinator is available (a) to screen operational assistance calls and handle operational problems, where appropriate; (b) to provide access to the System; (c) to provide on-site technical assistance as required by Tiburon to aid Tiburon in performing its services hereunder; and (d) to review all monthly Status Reports delivered hereunder. The City may change any individual designated hereunder by providing Tiburon with advance written notice designating the new individual authorized to act as a Technical Support Coordinator.

l. Error Reproduction. Upon detection of any Error in any of the Tiburon Software, the City shall provide Tiburon a listing of command input, resulting output and any other data, including databases and back-up systems, that Tiburon may reasonably request in order to reproduce operating conditions similar to those present when the Error occurred.

H.7. Source Code.

So long as the City is a current, paid to date, maintenance customer of Tiburon, Tiburon agrees to deposit a copy of the Tiburon Software source code installed at City and related documentation into an escrow account with Iron Mountain, naming City as beneficiary of such

account, at no additional cost to the City. After the maintenance period(s), Tiburon will maintain the escrow account for a period of three (3) years, provided the City pays for all costs and fees associated therewith and both Parties understand and agree that Tiburon will be under no obligation to update the source code contained in the escrow account during such time. The source code may only be released to the City in accordance with the release conditions set forth in the escrow agreement. If the City should obtain the source code and the Documentation pursuant to this Section, the only use made of the source code and the Documentation will be for the proper maintenance of the Software in connection with the City's use of the Software as provided for, and limited by, the provisions of this Agreement. The City further agrees to not provide the source code to any third party organization.

H.8. Primary Agreement.

a. This Exhibit H incorporates the provisions of the Primary Agreement, except that the provisions of this Exhibit shall supersede any conflicting provisions of the Primary Agreement.

b. Tiburon's obligations under the incorporated provisions of the Primary Agreement as they relate to its implementation, including Sections 3 (Term of the Agreement), 4 (Effective Date of the Agreement), 5 (Services Tiburon Agrees to Perform), 7 (Project Administration), 8 (Documentation Delivery and Training), 12 (System Acceptance and Acceptance Test Plan), 13(b) (Term and Termination/Termination for Convenience), 53 (Time of the Essence), and 63 (Order of Precedence), will cease for purposes of this Exhibit H upon Final System Acceptance, except for: (1) obligations relating to conduct that occurred during the term of the Primary Agreement and prior to Final System Acceptance, and (2) obligations relating to the provision of maintenance and support services as set forth in or pursuant to this Exhibit H.

Appendix H-1
Software covered in this Exhibit

- 0) CommandCAD
- 1) MobileCOM

This Appendix will be updated prior to Final System Acceptance to reflect all of the Software implemented during Phase 2, which will be maintained as part of the Agreement.

Appendix H-2

Back-Up Schedule (Attached)