ZUƎRCHER

Software License and Service Agreement

Monroe County

This Software License and Service Agreement (this "Agreement") entered into as of this _____ day of _____ 20___ by and between County of Monroe ("Customer"), having its principal place of business at 106 East 1st Street, Monroe, MI 48161, and Zuercher Technologies LLC ("Zuercher"), having its principal place of business at 4509 West 58th Street, Sioux Falls, South Dakota 57108. Customer and Zuercher may also be referred to herein individually as a "Party" or collectively as the "Parties".

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

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

1.0 Exhibits and Order of Precedence

The following Exhibits are incorporated into this Agreement:

1. Exhibit A: Statement of Work
2. Exhibit B: Pricing Detail
3. Exhibit C: Payment Schedule
4. Exhibit D: Maintenance Agreement
5. Exhibit E: Community Data Platform Membership Agreement

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

2.0 License

2.1 Grant of the License

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

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

2.2 Copies and Modifications

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

2.3 Restrictions on Usage

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

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

2.4 Infringement

Zuercher will at its expense defend against any claim, action or proceeding by a third party ("Action" herein) for infringement by the Zuercher Software of copyright or trade secrets, provided that Customer immediately notifies Zuercher in writing of such Action and cooperates fully with Zuercher and its legal counsel in the defense thereof. Zuercher may in its discretion (i) contest, (ii) settle, (iii) procure for Customer the right to continue using the Zuercher Software, or (iv) modify or replace the Zuercher Software so that it no longer infringes (as long as the functionality and performance described in the Specifications substantially remains following such modification or replacement.) Customer may participate in the defense of such Action at its own expense. If Zuercher concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Customer's use of the Zuercher Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, then Zuercher will return to Customer the Zuercher Software license fee(s) paid by Customer under this Agreement less a prorated portion of said fee(s) for Customer's use of the Zuercher Software (calculated by multiplying the ratio of the number of months of actual use in live operations to thirty-six (36) months times the license fees paid) and the licenses granted in this Agreement shall terminate. In addition, in the event such Action results in a money judgment against Customer which does not arise, wholly or in part, from the actions or omissions of Customer, its officers, directors, employees, contractors, agents, or elected officials, or a third party, Zuercher will, subject to Section 5.0 herein, indemnify Customer therefrom.

Notwithstanding the above, Zuercher shall have no duty under this Section 2.4 with respect to any claim, action or proceeding arising from or related to infringements (i) by Third Party Software, including operating system software, or hardware, (ii) arising out of modifications to the Zuercher Software and/or Documentation not made by Zuercher, (iii) resulting from use of the Zuercher Software to practice any method or process which does not occur wholly within the Zuercher Software, or (iv) resulting from modifications to the Zuercher Software or Documentation prepared pursuant to specifications or other material furnished by or on behalf of Customer. This Section 2.4 states the entire obligation of Zuercher regarding infringement of intellectual property rights, and it will survive the termination of this Agreement.

3.0 Delivery, Fees and Payments

3.1 Delivery of Software to Customer

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

3.2 Delivery of Hardware to Customer

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

3.3 Delivery of Services to Customer

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

3.4 Fees

Customer will pay Zuercher the fees, without deduction or offset, on the dates set forth in *Exhibit C: Payment Schedule*.

3.5 Late Payment

If Customer fails to pay any amount due within thirty (30) days of invoice date, Customer shall pay late charges of one and one half percent (1.5%) or the highest allowed by law, whichever is lower, per month on such balance, together with all of Zuercher's expenses, collection costs and reasonable attorneys' fees incurred in enforcing this Agreement.

3.6 System Acceptance

Customer acknowledges that the System shall be deemed accepted on the date of Go Live. In the event that a Customer notifies Zuercher of a material non-conformity in the Software as compared with the Statement of Work, Zuercher shall use commercially reasonable efforts to correct the reported non-conformity in accordance with the support provisions set forth in *Exhibit D: Maintenance Agreement*.

3.7 Additional Components

Other components (hardware and/or software, collectively "Third Party Components") may be desired for use with the System. Zuercher assumes no responsibility under this Agreement for obtaining and/or supporting any Third Party Components except as expressly agreed herein. This includes, but is not limited

to, networking equipment, workstations, servers for third-party systems, mobile networking equipment, and mobile workstations, laptops, or tablets.

3.8   Third-Party Costs

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

4.0   Rights and Obligations

4.1   Proprietary Rights

Zuercher represents that it is the owner of or otherwise has the rights to the Software and that it has the right to grant the License. Zuercher retains title to the Software and its associated Documentation, including, without limitation, all copies and audiovisual aspects thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. Customer shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Software or its associated Documentation, which shall be confidential information of Zuercher and the sole and exclusive property of Zuercher. Zuercher hereby expressly reserves any right not expressly granted to Customer by this Agreement. No identifying marks, copyright or proprietary right notices may be deleted from any copy of the Software provided to or made by Customer. All right and title to any third party software provided by Zuercher under this Agreement shall remain with the applicable vendor thereof. Nothing in this Agreement shall be construed as conveying title in the Software, its associated Documentation, or any third party software to Customer.

4.2   Trademarks and Trade Names

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

4.3   Confidentiality

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

     4.3.1 Zuercher agrees to maintain Customer's confidential business information and confidential data, including patient identifying data, to which Zuercher gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. Customer will use reasonable efforts to identify or designate information or data as confidential at or within five (5) business days of disclosure. Notwithstanding the above, Zuercher shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas,

methods, know-how, and copyrightable expression learned or acquired (including without limitation any feedback, suggestions, or other information or materials) as a result of or in connection with this Agreement to make modifications and enhancements to the Zuercher Software or Documentation. Customer shall acquire no intellectual property ownership rights to the Zuercher Software or Documentation as a result of such use, whether as author, joint author, or otherwise. Confidential information does not include any information which (a) is generally available to the public or becomes generally known to the public through no act or omission of Zuercher or any violation of confidentiality; (b) is disclosed to Zuercher by third parties without breach of confidentiality obligations; (c) is already in the lawful or rightful possession of Zuercher prior to receipt of the confidential information or (d) is developed independently by Zuercher without use of the confidential information.

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

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

4.4   Termination for Breach

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

4.5   Non-Confidential Information

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

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

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

(c) is independently developed by the receiving party;

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

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

4.6 Limited Warranties

4.6.1 *Software Warranties*

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

4.6.1.1 Wireless Service Limitations

Problems in the Zuercher software or transmission of data caused by wireless services, including cell phone carriers, cell phone devices and operating systems, and any personal settings on the devices are not warranted by Zuercher, or covered under the terms of this Agreement. The Customer's use of services provided by wireless service providers or carrier, or transmission of data from cell phone carriers, cell phones and operating systems, and the security, privacy, or accuracy of any data provided via such services is at the Customer's sole risk.

4.6.2 *Hardware and Third-Party Software Warranties*

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

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

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

4.7 Legal Relationship

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

4.8   Insurance Provision

Zuercher, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

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

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

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

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

5.0   Indemnification and Limitation of Liability

Zuercher shall indemnify, defend and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising from a wrongful or negligent act, error or omission of Zuercher, its employees, agents, contractors, or any subcontractor as a result of Zuercher's or any subcontractor's performance pursuant to this Agreement; however, Zuercher shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, Zuercher's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

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

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

6.0 Termination

6.1 By Zuercher for Cause

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

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

6.2 By Customer for Cause

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

6.3 Termination without Cause

After the fifth anniversary of the System Go Live date, this Agreement and the Software license granted herein may be terminated by either party by providing notice one-hundred eighty (180) days prior to the date the next annual maintenance payment is due.

6.4 Post-Termination Obligations

All provisions hereof relating to Zuercher's proprietary rights, confidentiality, non-disclosure and non-solicitation shall survive the termination or expiration of this Agreement. Any fees due as per *Exhibit C: Payment Schedule* for work completed prior to termination shall still be paid by Customer. In the event of termination of this Agreement prior to implementation of the Zuercher Software, or termination due to Customer's breach of Zuercher's intellectual property rights, the license to the Zuercher Software granted under this Agreement shall also terminate and Customer shall remove all Zuercher Software from its

computer system and at Zuercher's direction, either return or destroy the Software and its associated Documentation.

7.0   Customer Responsibilities

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

8.0   Miscellaneous

8.1   Force Majeure

Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to the time lost because of such delay.

8.2   Governing Law

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

8.3   Forum Selection

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

8.4   Assignment

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

8.5   Notice

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

8.6   Survival

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

8.7   No Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be

deemed a waiver of any further right hereunder.

8.8   Enforceability

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

8.9   Remedies

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

8.10   Headings

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

8.11   No Third-Party Beneficiaries

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

8.12   Limitation of Actions

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

8.13   Taxes

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

8.14   Non-Discrimination

Zuercher agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the

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

8.15   Change Orders

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

8.16   Entire Agreement

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

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

9.0   Definitions

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

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

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

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

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

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

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

Pricing Detail.

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

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

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

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

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

Monroe County

Signer's Name: Michael Bosanac

Signer's Title: CFO

_____   _____

 Signature   *Date*

Zuercher Technologies, LLC

Signer's Name: _____

Signer's Title: _____

_____   _____

 Signature   *Date*

Exhibit A: Statement of Work

Zuercher will provide Software, Hardware and Services substantially similar to those outlined below, in the quantities specified in *Exhibit B: Pricing Detail*.

1.0 Software

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

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

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

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

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

CAD – Agency Site License	• Allows agencies named herein to access and use Customer's Zuercher CAD system	

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

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

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

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

Civil (Core)	• Civil Papers	• Service attempt log
	• Configurable paper types	• Full audit trail

Civil (Advanced)	• Executions, distress warrants, and foreclosures • Civil Cases • Automatic invoice creation	• Receipts and statements • Interest calculations • Deadline calculations • Custom Forms
Financial (Core)	• Double-entry accounting • Automatic invoice creation • Configurable addition of fees based on Records workflow • Account reconciliation	• Receipt generation • Statement printing • Bulk Invoice Payments • Full audit trail
Jail (Core)	• Booking, Intake, and Release Wizard • Cell Occupancy Log • Activities • Basic Bank • Issued Property • Medicine • Jail Billing • Bond Payments • Sentence calculation and Good Time	• Inmate Property • Victim Notification • Visitor logging • Jail Log • Shift Log • Court Events • Classification • Cell Recommendation • Inmate Classes and Transportation • Full audit trail
Jail (Advanced)	• Advanced Inmate Bank • Expenses • Expungement Log • Sentence Reductions • Inmate Checks	• Inmate Work Shifts • Stay Scheduling (Weekenders) • Multiple Facilities • Jail workflow • Custom Forms
Mobile Core	• Grants access to the Zuercher Mobile application	
Mobile AVL	• Vehicles shown on map	• Call for service integration

Mobile CAD	• User-configurable layouts • Day/Night mode • Instant messaging	• Silent dispatch • Bulletins/BOLOS • NCIC queries
Mobile Civil	• Service attempts log	• Print out papers
Mobile eCitations	• Off-line operation • Driver's license and vehicle registration scanning • Automated NCIC driver's license and registration queries	• Prefill from NCIC return (for agency State only) • Paper ticket creation and printing • Case report association • State-specific form
Mobile Mapping	• Active calls for service • Map Markers • Visual status alerts	• User configurable map layers • Route from current location to CFS location
Mobile Records	• Cases • Warrants	• Master index access (including mug shots and alerts)
Personnel (Core)	• Personnel Log	• Full audit trail
Personnel (Advanced)	• Commendations • Disciplinary Actions • Positions • Promotions	• Service History • Training • Citizen Feedback
Personnel – Agency Site Licenses	• Allows facilities named herein to access and use Customer's Zuercher Personnel system	

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

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

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

Records - Agency Site License	• Allows agencies named herein to access and use Customer's Zuercher Records system	

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

Reporting (Core)	• Pre-defined reports	• Custom data filters
	• Custom reports	• Statistical analysis
	• Ad-hoc reports	• Scheduled reports
	• Drag and drop report building	• COMSTAT compatible
	• Export to PDF, XLS, XML, TXT	• Emailed reports

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

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

1.1   Interfaces

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

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

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

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

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

Standard Interfaces

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

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

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

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

Customer must ensure that:
   1. *The 911 service provider sets up the serial connection from the 911 controller to CAD.*
   2. *The 911 spill data can be pushed to CAD at an agreed-upon frequency.*
   3. *ALI data meets NENA standards.*

1.1.3   *CAD - ImageTrend Interface (Export)*
This is a one-way interface from Zuercher CAD to ImageTrend. Upon completion of a Call for Service (CFS) in CAD, an XML file containing CFS details, including applicable unit times, is sent from CAD to a SOAP-based web service managed by ImageTrend. ImageTrend is responsible for providing the credentials to Zuercher which are necessary to access and submit files to the web service.

1.1.4   *CAD - ProQA Platinum-Certified Interface (Import and Export)*
This is a two-way interface between Zuercher CAD and ProQA. From a call for service (CFS) in CAD, the

ProQA application is launched manually or automatically from configured incident codes. CAD sends CFS data to ProQA. CAD users select the appropriate ProQA discipline (Law, Fire, or Medical), and follow the scripted call dialog within ProQA. When triggered by ProQA, CAD imports the call details, including the Responder Summary, to the CFS and updates the incident code if necessary.

1.1.5 *CAD - Rip and Run (Fax/Email) Interface*
This is a one-way interface from Zuercher CAD to fax and email services. Completed calls for service (CFS) from CAD are output (printed) to the services.

Customer will provide Zuercher with SMTP information for set-up and will manage all user configurations.

1.1.6 *CAD - Voice Recorder Interface (Import and Export) – NICE*
This is a one-way interface from Zuercher CAD to NICE Inform Elite voice recorder. Zuercher will provide database views containing Call For Service (CFS) and unit information and allow NICE to query for specific information. In a process completely external to Zuercher Suite, CFS and Unit data is matched to recordings and made available within the NICE voice recorder application.

Functionality is dependent on NICE Inform Elite version 8 or higher.

1.1.7 *Jail - Commissary Interface (Export) – Keefe*
This is a one-way interface from Zuercher Suite to the Keefe Commissary system. Zuercher Suite will export inmate demographic data in XML, CSV, or JSON format. The data in this file will be imported into the Keefe commissary system via a process completely external to Zuercher Suite. The export will be setup by Zuercher using the RESTful interface.

1.1.8 *Jail - Inmate Phone Interface (Export) – IC Solutions*
This is a one-way interface from Zuercher Jail to export inmate demographic data in XML, CSV, or JSON format. Zuercher will deploy a RESTful web service containing the inmate demographic data for IC Solutions to access and consume. Zuercher will also provide IC Solutions with credentials to access the RESTful web service. Data exposed in the RESTful web service will be set up by Zuercher.

1.1.9 *Jail - Livescan/AFIS Interface (Export) – ID Networks*
This is a one-way interface from Zuercher Jail to the AFIS network. When an inmate is booked into Jail, a NIST file is sent to the AFIS Livescan device. Zuercher Technologies creates the web service which sends the NIST file to AFIS.

1.1.10 *Jail - M2SYS Fingerprint Interface (Import)*
This is a one-way interface from the M2SYS two-finger biometric scanners to Zuercher Jail. The M2SYS scanners are installed locally on key terminal locations within Customer's facility. From these terminals, the MS2YS scanners will be able to accept fingerprint registrations during the booking process, and also verify or identify an inmate from a previously registered biometric ID within the M2SYS database.

1.1.11 *Jail - Medical Records Interface (Export) – AIMM//DetainEMR*
This is a one-way interface from Zuercher Jail to export inmate demographic data in XML, CSV, or JSON format. Zuercher will deploy a RESTful web service containing the inmate demographic data for AIMM/DetainEMR to access and consume. Once exported from Jail, the data is imported into the AIMM/DetainEMR system via a process completely external to Zuercher Suite.

1.1.12 *Jail - N-DEx Adapter (IB IEPD)*

This is an adapter that produces XML that is conformant to the N-DEx Incarceration/Booking (IB) IEPD. Zuercher Suite transmits data to the N-DEx web service via Zuercher's existing N-DEx WSDL. Data transmission does not include all fields defined in the IEPD.

1.1.13 *Jail - SSA EVS Interface (Export)*

This is a one-way interface from Zuercher Jail to export a text file with specified inmate demographic information to a specified network location on a monthly or yearly basis. Customer can then access the file created through the interface and send it to the SSA via a process completely external to Zuercher Suite.

1.1.14 *Jail - VINE Interface (Export)*

This is a one-way interface from Zuercher Jail to Appriss. Zuercher will create a read-only database connection for Appriss to access specific data views. Upon the completion of an inmate booking and when an inmate is released, inmate data will be made available through these views for consumption by Appriss. Appriss is responsible for querying these views for booking and release data, as well as daily active inmate population reports. Zuercher will provide Appriss with database user information.

1.1.15 *Records - MI Crime Reporting (MICR) Interface*

This is a one-way interface from Zuercher Records to MICR. Customer is able to select cases in Zuercher Records and manually export those cases to a text file on the local file system. From there, Customer provides the file to the state system. Zuercher creates functionality to support the text file export from Zuercher Records.

1.1.16 *Records - JIS MiCOURT eCitations Interface (Export)*

This is a one-way interface from Zuercher Records to the JIS MiCOURT system. Zuercher will provide the court a .TXT file in a fixed file format to the court system. Zuercher may need to translate certain information such as the offenses and officer IDs as the values in the ticket system may be different than in the court system. Zuercher to work directly with the court regarding the values needed at the court.

1.1.17 *Records - N-DEx Adapter (IA IEPD)*

This is an adapter that produces XML that is conformant to the N-DEx Incident/Arrest (IA) IEPD. Zuercher Suite transmits data to the N-DEx web service via Zuercher's existing N-DEx WSDL. Data transmission does not include all fields defined in the IEPD.

1.1.18 *Zuercher Suite - LEIN/NCIC Interface (Basic Queries)*

This is a two-way interface between Zuercher Suite and the Zuercher-provided NCIC server. The following basic queries will be generated by Zuercher Suite and passed to the NCIC server: QA (Article), QB (Boat), 47:35 (Driver's License), QG (Gun), 47:27 (Snowmobile/Boat Operator), 47:15 (Vehicle Registration), Data mining (MI only). The Zuercher-provided NCIC server then sends the queries on to NCIC and collects the results. Those query results are then sent back to Zuercher Suite.

Customer is responsible for providing a network connection and the necessary authentication to the state message switch from the NCIC server. NCIC data mining results will only be returned for the state in which Customer is located.

1.1.19 *Zuercher Suite - Additional Agency LEIN/NCIC Interface – Monroe County SO*
This interface allows for additional agencies on the same system to access and use the NCIC functionality available to Primary Customer.

1.1.20 *Zuercher Suite - Additional Agency LEIN/NCIC Interface – Monroe PD*
This interface allows for additional agencies on the same system to access and use the NCIC functionality available to Primary Customer.

1.1.21 *Zuercher Suite - Additional Agency LEIN/NCIC Interface – South Rockwood PD*
This interface allows for additional agencies on the same system to access and use the NCIC functionality available to Primary Customer.

1.1.22 *Zuercher Suite - Additional Agency LEIN/NCIC Interface – Carleton PD*
This interface allows for additional agencies on the same system to access and use the NCIC functionality available to Primary Customer.

1.1.23 *Zuercher Suite - Additional Agency LEIN/NCIC Interface – Luna Pier PD*
This interface allows for additional agencies on the same system to access and use the NCIC functionality available to Primary Customer.

1.1.24 *Zuercher Suite - Additional Agency LEIN/NCIC Interface – Erie Township PD*
This interface allows for additional agencies on the same system to access and use the NCIC functionality available to Primary Customer.

1.1.25 *Zuercher Suite - Additional Agency LEIN/NCIC Interface – Dundee PD*
This interface allows for additional agencies on the same system to access and use the NCIC functionality available to Primary Customer.

1.1.26 *Zuercher Suite – LEIN/NCIC Interface (Criminal History)*
This is a two-way interface between Zuercher Suite and the Zuercher-provided NCIC server. The following criminal history queries will be generated by Zuercher Suite and passed to the NCIC server: AQ, AR, QH, QH 10, QHW, QR. The Zuercher-provided NCIC server then sends the queries on to NCIC and collects the results. Those query results are then sent back to Zuercher Suite.

1.1.27 *Zuercher Suite – LEIN/NCIC Interface (Additional States Data Mining)*
This interface will allow users to run NLETS Data Mining queries (data returns) for the following states directly from Zuercher Suite: IN, OH. This data mining is provided in addition to the MI data mining which is included in the Statement of Work.

1.1.28 *Zuercher Suite - Time Synchronization Interface*
This is a one-way interface that uses NTP to keep all Zuercher Servers' clocks in sync.

1.1.29 *CAD - Priority SMS Paging Subscription Core – Monroe Central Dispatch*
This is a one-way interface from CAD to Priority SMS. This interface allows pages (messages) to be sent to individuals and groups via SMS directly from CAD. The connection to the Priority SMS interface is set up by Zuercher.

Customer will perform all entry and configuration of phone numbers for SMS users.

Non- Standard Interfaces

The following interfaces are sold as requiring Zuercher Development. Zuercher will work with the Customer and Vendor on scope requirements prior to development:

1.1.30 *Jail - JPIS Interface (Export)*
This is a one-way interface from Zuercher Jail to the Michigan Jail Population Information System (JPIS). Once per day, Jail exports the current active inmate roster as a flat ASCII file to a data repository hosted by the state of Michigan. Facility information, inmate name, demographics, identification numbers, and charge information are exported per the MI JPIS specifications to the repository, and logged accordingly within Jail.

1.1.31 *Records - MSP TCRS Interface (Import)*
This is a one-way interface from the Michigan State Accident (MSA) system to Zuercher Records. MSA will export accident reports as XML files to a shared repository. Records will then import those files where they will be reviewed and approved into the master accident report log.

1.1.32 *Records - ImageSoft OnBase CMS Interface (Import and Export)*
This is a two-way interface between Zuercher RMS and OnBase (ImageSoft) CMS. At 'x' event, Zuercher RMS will export arrest and subpoena information in a JSON format to OnBase via a RESTful web service hosted by OnBase. The data is imported into the OnBase system via a process completely external to Zuercher RMS. Dispositions, subpoenas and other information are sent from the OnBase system to a network share or FTP location for the interface to process/update the corresponding case.

1.2 Data Conversion

Zuercher will provide data conversion services from one (1) of Customer's current software database sources to one (1) Zuercher database module. For example, Customer's current CAD database will be converted to Zuercher CAD. The contents of the data conversion will be determined by the Data Conversion Specification documents.

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

The listed data conversion services and their associated costs are based on Zuercher's understanding of Customer's needs and current system. Any modules not explicitly listed in this section are not a part of the current project scope and will not be included in implementation. If additional module conversions are required, each one will come at an additional cost based on the scope of the work required for each.

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

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

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

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

(d) MS Access 2003 or newer .mdb files

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

(f) Oracle 10g or newer backup files

1.2.1 *NewWorld CAD*

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

1.2.2 *Custom RMS*

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

1.2.3 *One-time GIS Data Set Up*

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

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

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

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

2.0 Customer Hardware, Network and Power Requirements

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

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

2.1 Server Hardware

1. Three (3) rack-mount servers will be purchased by Customer as part of this agreement.

2. Three (3) Zuercher Suite servers will be configured as follows:

    (a) One (1) Production server with Lantronix remote access device

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

    (c) One (1) Testing/Training server