

**SERVICES AGREEMENT
(Not Construction Related)
CI TECHNOLOGIES, INC.**

This Services Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and CI Technologies, Inc., a Florida, Corporation ("Consultant") as of the _____ day of _____, 2017 ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit A**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with services ("Services") consistent with industry-best practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

- 1.1 Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.

2. Schedule. The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project. Nevertheless, this Agreement terminates five years from the effective date.

3. Consultant's Work.

- 3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.
- 3.2 Licensing. Consultant warrants that:
 - a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
 - b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
 - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

- a. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.
- b. Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, City will also remove any seal and title block from the Work Product.

4. Compensation for the Project.

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$61,300.00 as specifically detailed in **Exhibit A** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
 - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Allowances. An "Allowance" may be identified only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

- a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts and any unused allowance at the completion of the Project will remain with City.
- b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
- c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
- d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

5. **Billings and Payment.**

5.1 Applications.

- a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Consultant and its Subconsultants; and
 - (2) Unconditional waivers and releases on final payment from all Subconsultants as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. **Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than

the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.

- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- c. **Worker's Compensation:** Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

8.2 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
- b. **For any claims related to this Project, the Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

- 8.4 **Waiver of Subrogation.** Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).
- 8.5 **Verification of Coverage.** Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.
- Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.
- 8.6 **Subcontractors.** Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.
- 8.7 **Special Risk or Circumstances.** The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.
9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrants its compliance and that of its Subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or Subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and Subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The Consultant and Subconsultant shall cooperate with the City's random inspections, including granting the City entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
10. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
11. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
12. **Notices.**
- 12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
- The Notice is in writing; and
 - Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).

- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 Representatives.

- a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

CI Technologies, Inc.
c/o Timothy Conner
PO Box 534
Townsend, Massachusetts 01469

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Glendale Police Department
6835 North 57th Drive
Glendale, Arizona 85301

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.
 - (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
 - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
 - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

13. Entire Agreement; Survival; Counterparts; Signatures.

- 13.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts, if any,, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

13.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

14. Term. The term of this Agreement commences upon the effective date and continues for a five year period. There are no automatic renewals.

15. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

16. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A Project; Scope of Work; and Compensation

[SIGNATURES ON FOLLOWING PAGE.]

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager


ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

CI Technologies, Inc.,
a Florida corporation



By: Timothy Conner
Its: Vice President

EXHIBIT A
Services Agreement

PROJECT; SCOPE OF WORK; AND COMPENSATION

Exhibit A

IAPRO

The Leading Police Integrity Software. Worldwide.

Proposal for Software and Related Services for Glendale Police Department

Prepared by: Tim Conner, CI Technologies

Submitted: June, 2017

CI Technologies, Inc.
Townsend Massachusetts USA/Vancouver, BC Canada

CI Technologies, Inc. Proposal for the Glendale Police Department

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Executive Summary

This proposal envisions the adoption of CI Technologies' IAPro and BlueTeam software by the Glendale Police Department, along with related training, Data migration and HR data integration services

The proposal costs are split between those for base licensing and services that are typical of implementations conducted by our company, costs related to migrating data from your existing AIM system, and integration of data from your HR system needed to refresh the IAPro employee data nightly.

We will be pleased to respond to any questions or requests for clarifications regarding this document.

We appreciate the interest shown in obtaining our software and services by the Glendale Police Department!

Tim Conner
Michael Blumberg
CI Technologies, Inc.

Implementation Plan Overview

Part I - Core Implementation

Core implementation envisions implementation of IAPro, BlueTeam and EIPro applications, in conjunction with related consulting, training, and data integration (HR system only) services.

1. IAPro production implementation

- Installation, on-site training and then production use.
- HR Integration development – Designed to link to the Glendale Police Department HR database and run nightly in order to refresh employee data in our solution
- Data Migration of one AIM System SQL Server database – off-site development

2. BlueTeam production implementation

- Installation of BlueTeam software on IIS web server
- On-site train-the-trainer training and configuration of software
- Assumes a progressive roll-out (i.e. staged implementation) of BlueTeam to the front-line uniform, supervisory and other organizational elements over an established period of time set forth by the Glendale Police Department.

3. EIPro production implementation

- Installation of EIPro
- Virtual Training – Train the Trainer model

Products, Services and Related Costs

Part I - Core Implementation

<u>Item</u>	<u>Price</u>	<u>Annual Maintenance</u>	<u>Phase</u>
Application Licensing			
IAPro Unlimited Use Site License – <ul style="list-style-type: none"> - Can be installed & run on unlimited number of agency workstations - Unlimited concurrent use - Includes installation assistance via phone/e-mail - For use by employees and other personnel working for or at the Glendale Police Department. Related annual maintenance – <ul style="list-style-type: none"> - No charge during 1st year of ownership - \$ 3,000.00 each year commencing the 2nd year of product ownership 	\$ 15,000.00	\$ 3,000.00	Phase I
BlueTeam (Optional Item) Unlimited Use Site <ul style="list-style-type: none"> - Licensed on same basis as IAPro above Related annual maintenance – <ul style="list-style-type: none"> - No charge during 1st year of ownership - \$ 1,700.00 each year commencing the 2nd year of product ownership 	\$ 8,500.00	\$ 1,700.00	Phase II
EIPro (Optional Item) Unlimited Use Site License <ul style="list-style-type: none"> - Licensed on same basis as IAPro above 	*\$ 1,500.00	\$ 1,500.00	Phase II

*Early adopter pricing valid through June, 2016 Related annual maintenance -- - No charge during 1st year of ownership - \$ 1,500.00 each year commencing the 2nd year of product ownership			
Total Licensing costs	\$ 25,000.00	\$ 6,200.00	
Services:			
IAPro training Training cost includes daily rate + estimated travel - 3 days: Training of core and high-frequency users of IAPro	\$ 3,000.00		Phase I
Phase II BlueTeam training Training cost includes daily rate + estimated travel - Use-of-force, vehicle pursuits, firearm discharge, etc. - 2 days on-site + travel - Train the trainer format - Training to be conducted in conjunction with roll-out of BlueTeam Investigative support - Advanced IAPro training can be provided as needed	\$ 2,000.00		Phase II
Phase II EIPro Virtual training - One day – Virtual training - Train the Trainer format	Included		Phase II
HRMS data integration service:			
Creation of integration process with the current HR system data - TeleStaff <ul style="list-style-type: none"> Stored procedure/ODBC connection with HR data Essential to be completed prior to production use of IAPro/BlueTeam 	\$ 2,000.00		Phase I

<ul style="list-style-type: none"> Scheduled recurring process Off-site development 			
Data Migration service:			
Data migration of data from 1 AIM System - SQL Server Database: <ul style="list-style-type: none"> Assumption: Sample data extracts will be provided, at least 2 months in advance Migrate only those data elements from currently used systems that map to existing IAPro/BlueTeam elements. Off-site development Includes follow-up fine-tuning of migrated data that may be requested by the customer. NOTE: On-site data migration option \$7,500 (Includes travel expenses)	\$ 4,500.00		Phase I
Related Services total	\$ 11,500.00		
Products and Services Total	\$ 36,500.00	\$ 6,200.00	

5 Year Annual Maintenance Projection	\$ 24,800.00		
1 st year – Included			
2 nd – 5 th year – (\$6,200 * 4)			
Products and Services Total with 5 year annual maintenance projection	\$ 61,300.00		

Annual Maintenance and Technical Support

Annual maintenance includes provision of all new versions of the IAPro and BlueTeam software and related materials such as manuals and technical documentation that are released during the period it is in-effect. Technical support services will be provided via phone and e-mail in a timely manner during the period it is in-effect.

The first year of annual maintenance is provided free of charge. Thereafter annual maintenance is provided on a year-to-year basis at a rate of 20% of the site license amount.

Provision of product upgrades

Major and minor IAPro and BlueTeam upgrades are obtainable by customers from the IAPro web-site customer support area. Minor upgrades are released roughly quarterly, and major ones are release roughly annually.

Provision of technical support

While the annual maintenance agreement is in-effect, CI Technologies will provide technical support to Glendale Police Department as follows:

Availability: Via our 1-800 number and personal cell phones during normal working hours. Also, e-mail for lower priority issues. We typically make ourselves available after working hours if a high priority problem is pending.

Two hours is our typical response time to medium and high priority calls. We typically respond to call or e-mails related to training or usage issues within 24 hours.

The following escalation procedures will be employed to insure an appropriate response to any interruption of service in order to minimize downtime. Problems are addressed quickly during the hours of 8:00am and 6:00pm EST Monday through Friday excluding Holidays and weekends.

General problem reporting and resolution procedures

When a problem is encountered during regular business hours, the following steps will be preformed:

Glendale Police Department users will ideally first contact the IAPro designated coordinator of Glendale Police Department. This will probably be a person in either the IA or IT areas who is most familiar with the applications.

(Please note: Users are also welcome to call CI Technologies directly, but including the IAPro designated coordinator in problem resolution is desired.)

If the problem seems to require assistance from CI Technologies, they will be contacted at this point. Otherwise, the Glendale Police Department IAPro designated coordinator will attempt to correct the problems. The IAPro designated coordinator will verify network connects, resolve printer problems and any desktop issues associated with using IAPro.

If Internal City resources are unable to determine the cause of the failure, the IAPro designated coordinator will contact CI Technologies. CI technologies will be notified through E-Mail and via phone.

CI Technologies resources will work with the Glendale Police Department to diagnose the problem. After investigating the issue, CI Technologies and the Glendale Police Department will jointly categorize the problem into:

Type of Problem	Ownership
Server Hardware Problem	IT
Desktop Hardware Problem	IT
Network Communication	IT
Isolated Workstation Issue	IT
Database Performance/storage	CI Technologies
Application or software related	CI Technologies

Problem Definition and Priority:

The following table provides a list of the types of problems that can be experienced. CI Technologies is responsible for (but not limited to):

Description of Problem	Category	Priority
All services unavailable: (City Wide) The system is unavailable. Cases cannot be processed.	Showstopper	High
Efficiency/Performance/Throughput: System is functional but does not match the performance criteria.	Showstopper	High
System not performing as specified: Functions are not executing correctly and are stopping cases from being processed. No workaround available.	Showstopper	High
User Error: Problem reported by user that was a result of user error or misunderstanding. Isolated workstation failure.	Training Issue/Questions	Low
Enhancement: System does not perform the required functionality. Functionality was not within requirements.	Enhancement - These will be added to the enhancement list and addressed with CI Technologies as needed.	Low
System not performing as specified (workaround available). An error is experienced but the problem can be worked around.	Workaround Available Complex workaround Decrease system's efficiency/performance/throughput Decreases user/department's efficiency in completing tasks	Medium
	Workaround available Easy to implement workaround. No impact on system performance No impact on user/department's efficiency	Low

Support Restore Requirements

The following table provides a guideline for restoration times in case of a problem:

Priority	Restore Time
High	Response within 2 hours of contact. Resolution within 6 hours from time of notifying the vendor contact(s) through voice mail (first level support contact) and e-mail. If feasible, CI Technologies will provide after hours support into the evening or during early morning hours.
Med	Resolution within 2 business days from time of notifying the vendor contact(s) through voice mail (first level support contact) and e-mail to the entire list.
Low	No resolution time designated. Added to enhancement list or addressed through updates to user documentation.

Future releases are supported in the above manner as long as the annual maintenance agreement is in-effect.

We provide a 24 hour toll free product support line with either a person or voice mail answering. From 8:30 AM – 5:30 PM EST a person is most likely to answer.

Old releases are supported up to 2 years after release of succeeding versions. Please note that customers with a current annual maintenance agreement are provided the latest version of the software to include all customizations.

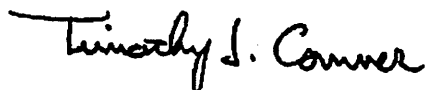
Insurance

CI Technologies, Inc. currently has comprehensive general liability, commercial auto, workers compensation and professional liability insurance coverage's with Travelers Insurance Company.

In the normal course of business, we provide the customer with policy endorsement listing them as named insured.

We appreciate the opportunity to provide our software and services to your agency!

Sincerely,

A handwritten signature in black ink that reads "Timothy J. Conner". The signature is written in a cursive, flowing style.

Timothy Conner
Managing Director
CI Technologies, Inc.

tconner@ci-technologies.com

Office: 1.978.597.2131
Mobile: 978.855.3087

www.iapro.com