

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO ENTER INTO AN AGREEMENT WITH TRI-TECH/VISIONAIR SOFTWARE SYSTEMS FOR THE ANNUAL SUPPORT AND MAINTENANCE OF THE RMS SYSTEM FOR THE PERIOD OF JULY 1, 2013 THROUGH JUNE 30, 2014, FOR AN AMOUNT NOT TO EXCEED TWO HUNDRED TWENTY-FOUR THOUSAND SIX HUNDRED AND 13/100 DOLLARS (\$224,600.13).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, that it is hereby authorizing the Chief of Police to enter into an agreement with Tri-Tech/Visionair Software Systems for the annual support and maintenance of the RMS System for the period of July 1, 2013 through June 30, 2014, for an amount not to exceed \$224,600.13.

ADOPTED: _____, 2013

/mms

City of Chattanooga



Resolution/Ordinance Request Form

Date Prepared: September 16, 2013

Preparer: Marcie Hubbard

Brief Description of Purpose for Resolution/Ordinance: Res./Ord. # _____ Council District # _____

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO ENTER INTO AN AGREEMENT WITH TRI-TECH/VISIONAIR SOFTWARE SYSTEMS FOR THE ANNUAL SUPPORT & MAINTENANCE OF THE RMS SYSTEM. FOR THE PERIOD JULY 1, 2013 THROUGH JUNE 30, 2014, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED AND TWENTY FOUR THOUSAND, SIX HUNDRED AND 13/100 DOLLARS (\$224,600.13).

Name of Vendor/Contractor/Grant, etc. TRI-TECH SOFTWARE
Total project cost \$ 224,600.13
Total City of Chattanooga Portion \$ 224,600.13
City Amount Funded \$ _____
New City Funding Required \$ _____
City's Match Percentage % _____

New Contract/Project? (Yes or No) NO
Funds Budgeted? (YES or NO) YES
Provide Fund _____
Provide Cost Center _____
Proposed Funding Source if not budgeted _____
Grant Period (if applicable) _____

List all other funding sources and amount for each contributor.

Amount(s)	Grantor(s)
\$ _____	_____
\$ _____	_____
\$ _____	_____

Agency Grant Number _____

CFDA Number if known _____

Other comments: (Include contingency amount, contractor, and other information useful in preparing resolution)

Approved by: Chief Bobby H. Dodd/mh

Reviewed by: FINANCE OFFICE

DESIGNATED OFFICIAL/ADMINISTRATOR

Please submit completed form to @budget, City Attorney and City Finance Officer

Revised: 1/26/09

79409



Invoice	IVC4003153
Date	6/25/2013
Page	1
Date Due	7/1/2013
User	tj

5601 Barbados Boulevard
 Castle Hayne, NC 28429

www.tritech.com
 800-882-2108
 Fax: 910-602-6190

Bill To:

Chattanooga Police Department
 3410 Amnicola Highway
 Chattanooga TN 37406

Tax ID: EXEMPT
 Contact: Daniel Ramsey
 Email: ramsey_dan@chattanooga.gov
 Fax: (423) 643-5254 Ext. 0000

Purchase Order No.	Customer ID	Maint. Beg. Date	Maint. End Date	Payment Due Date:	Master No.
	TN026	7/1/2013	6/30/2014	7/1/2013	

Quantity	Item Number	Description	Unit Price	Ext. Price
1	V-VMEMBL002	Mobile 24x7 Software Support	\$72,514.20	\$72,514.20
1	V-VMEMBL001	Mobile 8x5 Software Support #12061073: 50 Mobile Law Vehicle Software License prorated 04.11.14 to 06.30.14 80 days	\$2,249.60	\$2,249.60
1	V-VMERMS001	RMS 8x5 Software Support	\$130,765.94	\$130,765.94
1	V-VMEOTH002	Custom Solution Software Support Vinpower	\$1,607.28	\$1,607.28
1	V-VMEOTH002	Custom Solution Software Support Pawn, Positron Interface	\$5,143.28	\$5,143.28
1	V-VMEOTH002	Custom Solution Software Support Incode Interface	\$2,557.75	\$2,557.75
1	V-VMEOTH002	Call for Server/Operational Data Store Importer #12061073 prorated 02.19.14 to 06.30.14 131 days	\$2,942.30	\$2,942.30
1	V-VMEOTH002	CJIS to RMS Warrant Importer #12091073 prorated 02.19.14 to 06.30.14 131 days	\$2,418.30	\$2,418.30
1	V-VMEINF001	INFORM 8x5 Software Support	\$1,607.28	\$1,607.28
1	V-VMEFBR001	FBR 8x5 Software Support #12061073:50 FBR Workstation Software license prorated 04.11.14 to 06.30.14 80 days	\$1,242.80	\$1,242.80
1	V-VSETRN010	LMS User Subscription #12061073: 25 licenses prorated 01.30.14 to 06.30.14 151 days	\$1,551.40	\$1,551.40
1	V-GEOMTE011	GeoComm GeoLynx DMS GIS Manager Support #C3051 dated 04.24.13 change order to return on job 12061073 DMS GIS Data Manager, DMS GIS Data Manager Support and Training -cancelled	\$0.00	\$0.00
1	V-GEOMTE018	VisionGIS 150 < 300k Pop Annual Support 2 years in original contract support from 06.01.13 to 05.31.15	\$0.00	\$0.00

Tax ID 95-3871079
 For questions-call 800 882 2108 ext 5162

Subtotal	\$224,600.13
Misc	\$0.00
Tax	\$0.00
Total	\$224,600.13

Remit to: TriTech Software Systems, PO Box 203223, Dallas, TX 75320-3226

REQUISITION REQUEST FOR EQUIPMENT, MATERIALS, SUPPLIES, ETC.

Requested By: Mike Evans	DATE: June 25, 2013
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Division, Section, Unit or Office

3410 AMNICOLA HWY, CHATTANOOGA, TN 37406

Address (Street Number & Name, City, State & Zip Code)

Item #	Quantity	Unit	Specifications or Description	Unit Price	Total
8	1		V-VMEOTH002 – CJIS to RMS Warrant Importer #12091073 prorated 02.19.14 to 06-30.14 131 days	\$2,418.30	\$2,418.30
9	1		V-VMEINF001 – Inform 8x5 Software Support	\$1,607.28	\$1,607.28
10	1		V-VMEFBR001 – FBR 8x5 Soft- Ware Support - #12062073:50 FBR Workstation Software License Prorated 04.11.14 to 06.30.14 80 Days	\$1,242.80	\$1,242.80
11	1		V-VSETR010 – LMS User Subscription #12061073: 25 Licenses Prorated 01.30.14 to 06.30.14 151 days	\$1,551.40	\$1,551.40
12	1		V-GEOMTE011 – GeoComm GeoLynx DMS GIS Manager Support #C3051 dated 04.24.13 Change Order to Return on Job 12061073 DMS GIS Data Manager, DMS GIS Data Manager Support and Training - Cancelled (Continued)	\$0.00	\$0.00

Cost Center: H00101	
SOURCE OF SUPPLY, IF KNOWN: TriTech Software Systems	
REQUESTED BY: Mike Evans	DATE: June 25, 2013
PREPARED BY: Terri Norman	DATE: June 25, 2013
SUPERVISOR APPROVAL:	DATE:
ASSISTANT CHIEF APPROVAL: <i>Stanley C. Wofford</i>	DATE: 6/26/2013
DEPUTY CHIEF APPROVAL:	DATE:
CHIEF OF POLICE APPROVAL: <i>Bob Dodd</i>	DATE: 6/28/13

ABOVE EQUIPMENT, MATERIALS, SUPPLIES, ETC. RECEIVED BY:	DATE:
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REQUISITION REQUEST FOR EQUIPMENT, MATE5RIALS, SUPPLIES, ETC.

Requested By: Mike Evans	DATE: June 25, 2013
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Division, Section, Unit or Office

3410 AMNICOLA HWY, CHATTANOOGA, TN 37406

Address (Street Number & Name, City, State & Zip Code)

Item #	/ Quantity	/ Unit	Specifications or Description	/ Unit Price	/ Total
1	1		V-VMEMBL002 – Mobile 24x7 Software Support	\$72,514.20	\$72,514.20
2	1		V-VMEMBL001 – Mobile 8x5 Software Support #12061073: 50 Mobile Law Vehicle Software License prorated 04.11.14 to 06.30.14 80 days	\$2,249.60	\$2,249.60
3	1		V-VMERMS001 – RMS 8x5 Software Support	\$130,765.94	\$130,765.94
4	1		V-VMEOTH002 – Custom Solution Software Support Vinpower	\$1,607.28	\$1,607.28
5	1		V-VMEOTH002 – Custom Solution Software Support, Pawn Positron Interface	\$5,143.28	\$5,143.28
6	1		V-VMEOTH002 – Custom Solution Software Support Incode Interface	\$2,557.75	\$2,557.75
7	1		V-VMEOTH002 – Call for Service Operational Data Store Importer #12061073 prorated 2-19-14 to 06.30.14 131 days	\$2,942.30	\$2,942.30
(CONTINUED)					

Cost Center: H00101 <i>.702221</i>	
SOURCE OF SUPPLY, IF KNOWN: Tri-Tech Software Systems	
REQUESTED BY: Mike Evans	DATE: June 25, 2013
PREPARED BY: Terri Norman	DATE: June 25, 2013
SUPERVISOR APPROVAL:	DATE:
ASSISTANT CHIEF APPROVAL: <i>Stanley C. Myrtle</i>	DATE: 6/26/2013
DEPUTY CHIEF APPROVAL:	DATE:
CHIEF OF POLICE APPROVAL: <i>B. J. Dodd</i>	DATE: 6/28/13

ABOVE EQUIPMENT, MATERIALS, SUPPLIES, ETC. RECEIVED BY:	DATE:
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JUSTIFICATION FORM FOR REQUEST FOR REQUISITION PURCHASES

1. What will the item be used for, (its purpose)? Tri-Tech/VisionAir yearly maintenance renewal.

2. Where can this item be found or where was it used?

Found: PSC

Used: Same as above

AUTHORIZED SIGNATURES:

Person Placing the Order: Terri Norman	Date: June 26, 2013
Captain of Unit:	Date:
Assistant Chief: <i>Stanley C. Inghett</i>	Date: <i>6/26/2013</i>
Deputy Chief:	Date:
Chief of Police: <i>BH Dodd</i>	Date: <i>6/28/13</i>

NOTE: ALL requests and receipts MUST BE ORIGINALS.

Purchase Card CANNOT be used for items on contract.

PURCHASER of merchandise MUST SIGN receipt and MUST PRINT their name on RECEIPT.

RECIPIENT of merchandise MUST SIGN as recipient and MUST PRINT their name on the PACKING SLIP.

RE M I N D E R

We do not pay sales tax to vendors. If you need a tax exempt form please contact Budget/Finance Unit. Be prepared to give the vendor name, address and telephone/fax number and contact person.

****SUBMIT THIS SHEET WITH YOUR REQUISITION REQUEST FORM****

V I S I O N A I R[®]

System Maintenance Agreement

VISIONAIR CONTACT:

AMANDA DELFOSSE, CONTRACTS ADMINISTRATOR

VISIONAIR, INC.

5601 BARBADOS BLVD.

CASTLE HAYNE, NC 28429

amanda.delfosse@tritech.com

V I S I O N A I R[®]

System Maintenance Agreement

This **SYSTEM MAINTENANCE AGREEMENT** (hereinafter "Agreement") is entered into on 19 June, 2012, by and between City of Chattanooga c/o Chattanooga Police Department with its principal operation located at 3410 Amnicola Highway, Chattanooga, TN 37406 (hereinafter "Client") and VisionAIR, Inc., a North Carolina based company with offices located at 5601 Barbados Blvd., Castle Hayne, North Carolina 28429 (hereinafter "VisionAIR").

WHEREAS, VisionAIR shall perform maintenance services and Client shall accept and pay for such services, pursuant to the terms and conditions provided herein. Such maintenance services shall be provided for the baseline and custom VisionAIR software applications (hereinafter "VisionAIR Licensed Software") as defined in Exhibit A – VisionAIR Licensed Software of this Agreement (incorporated herein by reference) and if applicable for the supporting third party products (hereinafter "Third Party Products") as defined in Exhibit B – Third Party Products of this Agreement (incorporated herein by reference.)

WHEREAS, this Agreement supersedes all prior written agreements between the Client and VisionAIR with respect to the maintenance coverage for the VisionAIR License Software licensed by the Client and maintained by VisionAIR.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

Section 1: Term, Renewal and Termination

1.1 **Effective Date.** This Agreement shall become effective on the date shown above (hereinafter "Effective Date").

1.2 **Maintenance Commencement Date.** The Maintenance Commencement Date shall be the date that maintenance coverage actually begins on the first product covered under maintenance as defined in Exhibit A – VisionAIR Licensed Software of this Agreement and if applicable in Exhibit B – Third Party Products of this Agreement.

1.3 **Initial Term.** Unless otherwise terminated as hereinafter provided, this Agreement shall remain in full force and effect for a period of twelve (12) months following the Maintenance Commencement Date ("hereinafter "Initial Term").

1.4 **Automatic Renewal.** Upon expiration of the Initial Term (as defined in Section 1.3 (above), this Agreement shall be automatically extended on a year-to-year basis (hereinafter "Renewal Term") unless either party hereto gives written notice to the other party of its intent to terminate the Agreement at least thirty (30) days prior to the expiration date of the Initial Term, or any Renewal Term.

Section 2: Fees and Payments

2.1 **Annual Fees for Covered Maintenance.** The applicable fees (hereinafter referred to as "Annual Maintenance Fees") for the VisionAIR Licensed Software and, if applicable, the Third Party Products covered under maintenance are based upon the fees for twelve (12) months of

maintenance coverage as defined in VisionAIR's Itemized Quote for the Initial Term and corresponding Itemized Quotes for each successive Renewal Term.

2.2 Changes in Products Covered Under Maintenance. All Annual Maintenance Fees referenced herein are subject to increase or decrease based upon changes in the quantity of VisionAIR Software Licenses, the addition of new software licenses, changes in the quantity of Third Party Products and/or the addition of new third party products. Such changes will be presented to Client in the form of an Itemized Quote for said product(s).

2.3 Changes in Fees. At least ninety (90) days prior to the expiration date of the Initial Term, or subsequent Renewal Term(s), VisionAIR shall provide Client notice of any changes to the Annual Maintenance Fees, if any. Such changes in Annual Maintenance Fees will not become effective until the next Renewal Term.

2.4 Payment. VisionAIR will invoice Client approximately ninety (90) days in advance of the Initial Term and each subsequent Renewal Term of Covered Maintenance. Such invoices will include pro rata charges or credits for any Covered Maintenance changes during the Initial Term or previous Renewal Term, as applicable, and as provided for in Section 2.2 above. All payments for annual maintenance fees are due upon commencement of the Initial Term and each subsequent Renewal Term (hereinafter "Maintenance Anniversary Date"). In order to avoid late fees, payment for annual maintenance fees shall be paid by Client within ninety (90) days of the Maintenance Anniversary Date. A monthly late fee equal to one and one half percent (1.5%) of the past due invoice will be due and payable for invoices not paid within ninety (90) days of the Maintenance Anniversary Date.

2.5 Refunds. Annual Maintenance Fees paid by Client are non refundable.

2.6 Default for Non-Payment. Default for Non-Payment is defined as any failure by Client to pay the quoted Annual Maintenance Fees within ninety (90) days following commencement of the Initial Term or subsequent Maintenance Anniversary Dates. If Client is in default due to non-payment, both parties understand and agree that this Agreement will be deemed inactive and VisionAIR will suspend all maintenance coverage otherwise provided under this Agreement.

2.7 Reactivation. If client wishes to reactivate the Agreement following deactivation as defined in Section 2.6 (above), Client agrees to pay VisionAIR, prior to maintenance reactivation, Annual Maintenance Fees for the new Renewal Term based upon the Annual Maintenance Fees that were in effect prior to the date of deactivation, plus a fee equal to 50% of the new Annual Maintenance Fees, or a Maintenance Recertification Fee, whichever is greater. The Maintenance Recertification Fee will be based upon the technical services that VisionAIR deems necessary to restore the VisionAIR Licensed Software and, if applicable, the Third Party Products to a maintainable status. The Maintenance Recertification Fee may include, but not be limited to: installation/upgrade services, data migration services, training, and related project management.

Section 3: Covered Maintenance for Baseline VisionAIR Licensed Software

3.1 Baseline VisionAIR Licensed Software. The term "Baseline VisionAIR Licensed Software" as used herein means those VisionAIR application software deliverables listed in Exhibit A – VisionAIR Licensed Software that are standard, unaltered Commercial-Off-the-Shelf (COTS) software products that VisionAIR makes generally available to the Public Safety marketplace.

3.2 Covered Maintenance. The term "Covered Maintenance" as used herein means the periodic and on-call remedial maintenance VisionAIR deems reasonably appropriate and

necessary to keep the Baseline VisionAIR Licensed Software functioning in accordance with the applicable VisionAIR product documentation.

3.3 VisionAIR will provide the following Maintenance Services to Client:

(a) Telephone Support for the Baseline VisionAIR Licensed Software, utilizing a toll free telephone line provided by VisionAIR. Telephone support will be based on the maintenance coverage plan as defined in VisionAIR's Itemized Quote for the Baseline VisionAIR Licensed Software.

(b) Access to the VisionAIR Online Client Service Center website. This site provides the ability to report and track requests for maintenance support of the Baseline VisionAIR Licensed Software, while granting access to VisionAIR's product documentation and online Knowledge Base.

(c) Resolution of reported malfunctions ("defects") in the Baseline VisionAIR Licensed Software. A "defect" is defined as an error in the Baseline VisionAIR Licensed Software which prevents the software from functioning in material conformance with the applicable VisionAIR product documentation.

(d) Standard corrections and upgrades to the Baseline VisionAIR Licensed Software. VisionAIR disseminates corrections for reported software malfunctions ("defects") and software functional upgrades to the Baseline VisionAIR Licensed Software installed at Client site through the following delivery models:

(i) Hot Fixes – typically a single package to resolve a specific critical (Priority 0) defect to an installed software product that cannot wait for a Maintenance Update.

(ii) Maintenance Updates – typically routine software updates that resolve a collection of defects in an installed software product.

(iii) Releases – typically a collection of minor functional enhancements and fixes that resolve multiple defects in an installed software product.

(iv) Versions – typically a collection of minor and major functional enhancements to an installed software product.

(e) Initial diagnostic or fact-finding (Tier 1) support for non-VisionAIR software embedded in or used within the Baseline VisionAIR Licensed Software. This Tier 1 support does not include defect resolution or modifications from VisionAIR. VisionAIR will escalate service requests of non-VisionAIR software products to the appropriate vendor(s).

(f) Remote technical support in applying new Versions, Releases, Maintenance Updates and Hot Fixes of the Baseline VisionAIR Licensed Software on the Client's servers.

(g) Recording Client's request(s) for changes to the Baseline VisionAIR Licensed Software. VisionAIR will provide a method for submission of Client request(s) for changes and submit each for consideration in future Versions or Releases of the Baseline VisionAIR Licensed Software. VisionAIR is under no obligation to include the Client's request for change in any future Version or Release of the Baseline VisionAIR Licensed Software.

(h) Provide modifications to installed Uniform Crime Reporting (UCR) Program or National Incident Based Reporting System (NIBRS) facilities within the Baseline VisionAIR Licensed Software as necessary to accommodate Government Mandated Changes dictated by State and Federal agencies having authority over these programs.

(i) Provide modifications to installed Baseline VisionAIR Licensed Software that operates with State and National Criminal Justice Information Systems (State CJIS/NCIC) systems to accommodate Government Mandated Changes dictated by State and Federal agencies having authority over these programs.

Section 4: Covered Maintenance for Custom VisionAIR Licensed Software

4.1 Custom VisionAIR Licensed Software. The term "Custom VisionAIR Licensed Software" as used herein means those custom VisionAIR application software or custom interface deliverables listed in Exhibit A – VisionAIR Licensed Software that VisionAIR has developed specifically for Client.

4.2 Covered Maintenance. The term "Covered Maintenance" as used herein means the periodic and on-call remedial maintenance VisionAIR deems reasonably appropriate and necessary to keep the Custom VisionAIR Licensed Software functioning in accordance with the applicable VisionAIR Functional Specification Document (FSD) and/or Interface Definition Document (IDD) as applicable.

4.3 VisionAIR will provide the following Maintenance Services to Client:

(a) Telephone Support for the Custom VisionAIR Licensed Software, utilizing a toll free telephone line provided by VisionAIR. Telephone support will be based on the maintenance coverage plan as defined in VisionAIR's Itemized Quote for the Custom VisionAIR Licensed Software.

(b) Access to the VisionAIR Online Client Service Center website. This site provides the ability to report and track requests for maintenance support of the Custom VisionAIR Licensed Software.

(c) Resolution of reported malfunctions ("defects") in the Custom VisionAIR Licensed Software. A "defect" is defined as an error in the Custom VisionAIR Licensed Software which prevents the software from functioning in material conformance with the applicable VisionAIR Functional Specification Document (FSD) and/or Interface Definition Document (IDD) as applicable.

(d) Changes to the Custom VisionAIR Licensed Software required as a result of VisionAIR developed changes to Baseline VisionAIR Licensed Software which prevents the Custom VisionAIR Licensed Software from functioning in material conformance with the applicable VisionAIR Functional Specification Document (FSD) and/or Interface Definition Document (IDD) as applicable.

Section 5: Covered Maintenance for Third Party Products

5.1 Covered Maintenance. The term "Covered Maintenance" as used herein means the periodic and on-call remedial maintenance VisionAIR deems reasonably appropriate and necessary to keep the Third Party Products listed in Exhibit B – Third Party Products functioning in accordance with the applicable specification(s).

5.2 VisionAIR will provide the following Maintenance Services to Client:

- (a) Telephone Support for the Third Party Products, utilizing a toll free telephone line provided by VisionAIR. Telephone support will be based on the maintenance coverage plan as defined in VisionAIR's Itemized Quote for the Third Party Products.
- (b) Access to the VisionAIR Online Client Service Center website. This site provides the ability to report and track requests for maintenance support of the Third Party Products.
- (c) Correction of reported malfunctions ("defects") in the Third Party Products. A "defect" is defined as an error in the Third Party Products which prevent the product(s) from functioning in material conformance with the applicable specification. Both parties understand and agree that VisionAIR's maintenance support of the third party product(s) as defined in Exhibit B – Third Party Products of this Agreement is limited to initial diagnostic or data gathering (Tier 1) support. Once the initial diagnostic data is collected, VisionAIR will transfer requests for third party maintenance support to the appropriate third party vendor(s), will coordinate the activities of the third party vendors, and will manage such requests from Client initiation, to final disposition.

Section 6: Exclusions from Covered Maintenance

6.1 The following services are not covered under the Annual Maintenance Fees referenced in this Agreement:

- (a) The repair of damage(s) to VisionAIR Licensed Software and/or Third Party Products not caused by VisionAIR, including without limitation, damage resulting from accident, transportation, neglect or misuse, lightning, failure or fluctuation of electrical power, air conditioning, or humidity control, telephone equipment or communication line failure, failure of network/communications components, or causes other than normal operational procedures.
- (b) Service which is impractical for VisionAIR to render because of: alterations in the VisionAIR Licensed Software and/or Third Party Products made by persons other than VisionAIR and its third party vendors, or the connection of computer equipment and/or software which is not authorized by VisionAIR and adversely affects the operation of, or VisionAIR's access to, the VisionAIR Licensed Software and/or Third Party Products.
- (c) The resolution of problems and/or the repair of defects in the VisionAIR Licensed Software and/or Third Party Products that are caused by the operation of any computer equipment, software or firmware that is not supported by VisionAIR.
- (d) The resolution of problems and/or the repair of defects in the VisionAIR Licensed Software and/or Third Party Products that are caused by changes to third party products that are not authorized by VisionAIR and which adversely affect the operation of the VisionAIR Licensed Software.
- (e) Requests for changes in the VisionAIR Licensed Software and/or Third Party Products.
- (f) The resolution of problems and/or the repair of defects in the VisionAIR Licensed Software and/or Third Party Products that are caused by the any modification or change in the software, computer hardware, system software and/or communications infrastructure which adversely affects the VisionAIR Licensed Software and/or Third Party Products and which is not initiated by or authorized by VisionAIR.
- (g) The assurance of defect correction for any non-VisionAIR or Third Party Product.
- (h) Any technical and professional services not specifically provided under Sections 3, 4 or 5 (above) including, but not limited to: training services, onsite installation or upgrades services

of VisionAIR or third party software products, data migration services, or the services required to affect changes in operating systems, computer servers, client workstations, and network/communication infrastructures. Although not covered under the annual maintenance fees, these services are available for an additional fee as provided for under Section 9.1 (below).

Section 7: Client Responsibilities

7.1 Maintenance Support Information. Client shall provide all information requested by VisionAIR which is reasonably required by VisionAIR to complete its maintenance support responsibilities provided herein.

7.2 Authorized Client Representative. Client shall designate, in a written notice delivered in accordance with Section 10.3 Notices (below) an individual, or individuals to act as the Client's authorized representative(s) for the purposes of this Agreement. Such individual(s) shall: a) be authorized to act on the Client's behalf on matters relating to this Agreement; b) serve as VisionAIR's Client contact(s) on all matters relating to this Agreement; c) ensure Client's compliance with the responsibilities defined under this Agreement; and d) serve as the Client's internal coordinator(s) or point(s) of contact for all Client personnel requiring maintenance support from VisionAIR.

7.3 Remote Connectivity Maintenance Service. Client shall supply remote access to Client's network, servers and workstations in order for VisionAIR to perform Covered Maintenance services via secure Internet access and the latest version of Microsoft's Internet browser software (Internet Explorer). Client shall maintain a license to a VisionAIR-prescribed remote access support tool.

7.4 Backup of data. Client is responsible for maintaining proper backups of all data in the event that it becomes necessary to recover from a disk storage failure, a catastrophic system failure, or a disaster affecting the Client facilities.

7.5 Hardware and Network Upgrades. Client acknowledges that due to the dynamic nature of the information technology industry and frequent product replacements and/or upgrades developed independently by third party hardware and software vendors, VisionAIR has no control over the turnover of product or obsolescence of technology of third party products. Client also acknowledges that VisionAIR develops its Minimum Recommended Hardware Configuration specifications based upon the third party product information available at the time of publication. Therefore, with respect to third party hardware and software, Client shall retain the responsibility for the costs of purchase and installation of hardware and software upgrades necessary to maintain the functionality of the VisionAIR Licensed Software. VisionAIR develops the Minimum Recommended Hardware Configuration specifications without consideration for other non-VisionAIR supplied software applications. Additional hardware specifications should be considered if the Client intends to support other software applications on the server and/ or network infrastructure being used to support the VisionAIR Licensed Software. Additionally, the accumulation of data in Client's database over a period of time may require expanding the capacity of disk drives and memory of the system servers and workstations in order to maintain acceptable system performance. Subject to all of the affirmative duties and obligations of VisionAIR under this System Maintenance Agreement, it is the Client's sole responsibility to maintain the system according to VisionAIR's Minimum Recommended Hardware Configuration specifications to ensure adequate performance and availability of the VisionAIR Licensed Software.

Section 8: Warranty and Limitation of Liability

8.1 **DISCLAIMER OF WARRANTY.** VISIONAIR MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SUBJECT MATTER HEREOF AND THE MAINTENANCE TO BE PERFORMED BY VISIONAIR PURSUANT TO THE TERMS HEREOF

8.2 **LIMITATION OF LIABILITY.** VISIONAIR SHALL NOT BE LIABLE FOR ANY DAMAGES INCURRED, UNLESS SUCH DAMAGES ARE CAUSED BY THE NEGLIGENT OR INTENTIONALLY TORTIOUS ACT OR OMISSION OF VISIONAIR, ITS EMPLOYEES OR REPRESENTATIVES. IN NO CASE, HOWEVER, SHALL VISIONAIR BE HELD LIABLE FOR ANY LOSS OR DAMAGE RELATED TO THE OPERATION, DELAY, OR FAILURE OF THE VISIONAIR LICENSED SOFTWARE AND/OR SUPPORTING THIRD PARTY PRODUCTS, FOR THE ACCURACY OR COMPLETENESS OF DATA OR FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES. UNDER NO CIRCUMSTANCE SHALL VISIONAIR'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT ACTUALLY PAID TO VISIONAIR BY THE CLIENT UNDER THIS AGREEMENT DURING THE INITIAL TERM, OR THE RENEWAL TERM THAT THE LIABILITY IS INCURED.

Section 9: Additional Products and Services

9.1 **Onsite Professional and Technical Services.** Client may from time-to-time request that VisionAIR perform additional professional and technical services to install, upgrade, re-platform, migrate data, and/or provide onsite training for the VisionAIR Licensed Software and/or the supporting Third Party Products. VisionAIR and, if applicable, its third party vendors shall perform these services and Client shall accept and pay for such services, pursuant to the terms and conditions provided herein. Such services shall be provided for a fee in addition to the annual maintenance fees, but only by the mutual agreement of both parties based upon the services defined by VisionAIR in an Itemized Quote for Professional and Technical Services and shall be subject to the terms and conditions contained in this Agreement.

9.2 **Additional Products and Services.** Client may from time-to-time request that VisionAIR perform additional professional and technical services to deliver, install, and train on additional VisionAIR licensed software products and/or additional third party products. VisionAIR and, if applicable its third party vendors, shall deliver these products and perform these services and Client shall accept and pay for such products and services, pursuant to the terms and conditions provided herein. Such products and related professional and technical services shall be provided for a fee in addition to the annual maintenance fees, but only by the mutual agreement of both parties based upon the products and services defined by VisionAIR in an Itemized Quote for Products and Services incorporated herein under an Exhibit C – Additional Products and Services and, as applicable, related attachments incorporated therein and shall be subject to the terms and conditions contained in this Agreement.

Section 10: General

10.1 **Product Versions/Releases and Support.** VisionAIR's obligation to provide support of the VisionAIR Licensed Software under this Agreement diminishes as products are

replaced by more current Releases or Versions. The current, generally available (referred to as GA) Release or Version of the VisionAIR Licensed Software and the Version or Release immediately preceding it are fully supported. These two Versions/Releases qualify for the support defined under Section 3. (above). Any Versions or Releases older than these two referenced above will be eligible to receive telephone support and resolution of critical (Priority 0) defects only as they occur up to the announced End-of-Life date for VisionAIR Licensed Software product. VisionAIR will announce the availability of new software Releases and Versions to facilitate timely upgrades to avoid product obsolescence.

10.2 Force Majeure. Neither party shall be liable or deemed in default for any failure in performance hereunder resulting from any cause beyond its reasonable control.

10.3 Notices. Any Notice, request, instruction or other document pertaining to this Agreement shall be sent to the appropriate contacts listed below and shall be deemed to have been duly given or served if delivered in person or deposited in the United States mail, certified mail, return receipt requested:

If to VisionAIR:

Contracts Administrator
5601 Barbados Blvd.
Castle Hayne, NC 28429

If to Client:

City of Chattanooga c/o Chattanooga Police Department
3410 Amnicola Highway
Chattanooga, TN 37046

10.4 Construction. This Agreement has been prepared jointly and will not be strictly construed against either party.

10.5 Venue and Jurisdiction. This Agreement shall be governed by the laws of the state of Tennessee. All claims concerning the validity, interpretation, or performance of any of its terms and provisions, or any of the rights or obligations of the parties hereto, shall be instituted and prosecuted in Hamilton County, TN or if applicable, the appropriate federal jurisdiction.

10.6 Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto with respect to maintenance of the VisionAIR Licensed Software and Third Party Products and shall supersede all previous or contemporaneous negotiations, commitments and writings with respect to matters set forth herein. This Agreement may be only modified by writing signed by authorized representatives of both parties. The terms and provisions of this Agreement shall prevail over any conflicting, additional or other terms appearing on any purchase order submitted by the Client at any time.

IN WITNESS WHEREOF, the parties have caused the terms and conditions of this Agreement to be duly executed as of the date first written above.

VisionAIR, Inc.

Client Name

Signature: _____

Signature: B H Dodd

Name: Mike Lyons

Name: Bobby H. Dodd

Title: Vice President of Operations

Title: Chief of Police

Date: _____

Date: 6/19/2012

Exhibit A – VisionAIR Licensed Software
to
System Maintenance Agreement

This Exhibit is attached to, incorporated in and forms part of the System Maintenance Agreement (herein referred to as the “Agreement”), dated 19 June, 2012, between the Client and VisionAIR. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

VisionAIR will provide the Covered Maintenance as described in Sections 3 and 4 of the Agreement for the VisionAIR Licensed Software products listed in the table on the following pages:

Product	Qty	Warranty Begins	Warranty Term	Response Time	Coverage	Supplier
Chattanooga Police Department						
FBR Server Software License	1	N/A	N/A	Remote Support	8 x 5	VisionAIR
FBR Workstation Software License	300	N/A	N/A	Remote Support	8 x 5	VisionAIR
FBR Workstation Software License	50	Go-Live	12 Months	Remote Support	8 x 5	VisionAIR
GeoComm GeoLynx DMS Manager	1	Go-Live	12 Months	Remote Support	8 x 5	VisionAIR
GIS Server	1	Go-Live	12 Months	Remote Support	8 x 5	VisionAIR
Incode Court Interface	1	N/A	N/A	Remote Support	8 x 5	VisionAIR
INFORM	1	N/A	N/A	Remote Support	8 x 5	VisionAIR
Mobile Law Vehicle Workstation Software License	300	N/A	N/A	Remote Support	8 x 5	VisionAIR
Mobile Law Vehicle Workstation Software License	50	Go-Live	12 Months	Remote Support	8 x 5	VisionAIR
Mobile Server Software License	1	N/A	N/A	Remote Support	8 x 5	VisionAIR
NCIC Access RMS, Jail, CAD	500	N/A	N/A	Remote Support	24 x 7	VisionAIR
Pawn and Positron Interface	1	N/A	N/A	Remote Support	8 x 5	VisionAIR
Remote Connectivity (Formerly Go To Assist)	1	N/A	N/A	Remote Support	8 x 5	VisionAIR
RMS Server Software License	1	N/A	N/A	Remote Support	8 x 5	VisionAIR
RMS Workstation Software License	500	N/A	N/A	Remote Support	8 x 5	VisionAIR
RMS Administration and Personnel	500	N/A	N/A	Remote Support	8 x 5	VisionAIR
RMS Citations	500	N/A	N/A	Remote Support	8 x 5	VisionAIR
RMS Equipment Maintenance	500	N/A	N/A	Remote Support	8 x 5	VisionAIR
RMS Evidence and Bar Code	500	N/A	N/A	Remote Support	8 x 5	VisionAIR
RMS Imaging/Mugshots	500	N/A	N/A	Remote Support	8 x 5	VisionAIR
RMS Officer Activity Log	500	N/A	N/A	Remote Support	8 x 5	VisionAIR
RMS Pawn	500	N/A	N/A	Remote Support	8 x 5	VisionAIR
RMS Traffic Accidents	500	N/A	N/A	Remote Support	8 x 5	VisionAIR
RMS Towing	500	N/A	N/A	Remote Support	8 x 5	VisionAIR
RMS Wants and Warrants	500	N/A	N/A	Remote Support	8 x 5	VisionAIR
Vinpower ESP Data Solutions	1	N/A	N/A	Remote Support	8 x 5	VisionAIR

Warranty/Maintenance Expiration

VisionAIR agrees to support Client in synchronizing the Renewal Terms on all VisionAIR Licensed Software products so as to make each coterminous with Client's fiscal year. VisionAIR shall support Client in this process upon Client request at any point following expiration of any applicable warranties on the VisionAIR Licensed Software products.

Exhibit B – Third-Party Products
to
System Maintenance Agreement

This Exhibit is attached to, incorporated in and forms part of the System Maintenance Agreement (herein referred to as the “Agreement”), dated 19 June, 2012, between the Client and VisionAIR. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

VisionAIR will provide the Covered Maintenance as described in Section 5 of the Agreement for the Third Party Products as listed in the table on the following pages:

Product	Qty	Warranty Begins	Warranty Term	Response Time	Coverage	Supplier
Vinpower ESP Data Solutions	1	N/A	N/A	Remote Support	8 x 5	VisionAIR
Remote Support Connectivity	1	N/A	N/A	Remote Support	8 x 5	VisionAIR
GeoComm GeoLynx DMS GIS Manager Software	1	Go-Live	12 Months	Remote Support	8 x 5	VisionAIR

Warranty/Maintenance Expiration

The expiration date of the Initial Term (1 year of warranty/maintenance support) for each product may vary based upon the actual project schedule and the warranty initiation events defined above.