


# ZUERCHER

## Software License and Service Agreement

Upshur County Sheriff's Office

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COUNTY CLERK

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UPSHUR COUNTY, TX.  
BY   
DEPUTY

This Software License and Service Agreement (this "Agreement") entered into as of this 15 day of NOVEMBER 2019 by and between Upshur County Sheriff ("Customer"), having its principal place of business at 405 North Titus Street, Gilmer, TX 75644, 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

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.

### 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 Texas 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 Texas, 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 Texas 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.

Upshur County Sheriff's Office

Zuercher Suite Contract

**ZUERCHER**

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.

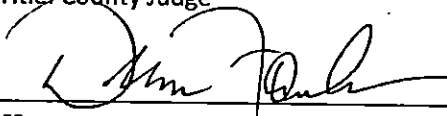
*Upshur County Sheriff's Office*

Signer's Name: ~~Larry Webb~~ DEAN FOWLER  
Signer's Title: ~~Sheriff~~ UPSHUR COUNTY JUDGE

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

Signer's Name: Dean Fowler  
Signer's Title: County Judge

  
\_\_\_\_\_  
*Signature*

NOVEMBER 15, 2018  
\_\_\_\_\_  
*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.

<b>Zuercher Suite Base</b>	<ul style="list-style-type: none"> <li>• Operating system software</li> <li>• Database software</li> <li>• Master name index</li> <li>• Master address index</li> <li>• Master vehicle index</li> </ul>	<ul style="list-style-type: none"> <li>• Secure intra-Customer messaging</li> <li>• Configurable dashboard</li> <li>• Web address links</li> <li>• No duplicate data entry</li> <li>• Authentication</li> </ul>
<b>Administration (Core)</b>	<ul style="list-style-type: none"> <li>• Equipment</li> <li>• Fleet Management</li> <li>• Inventory Management</li> <li>• Purchase Requisitions</li> </ul>	<ul style="list-style-type: none"> <li>• Service Dogs</li> <li>• Policy Manual</li> <li>• Full audit trail</li> <li>• Custom Forms</li> </ul>
<b>CAD (Core)</b>	<ul style="list-style-type: none"> <li>• Command-line entry</li> <li>• Bulletins</li> <li>• Configurable CAD Windows</li> <li>• Inactivity Alarms</li> <li>• Rip and Run</li> <li>• Full audit trail</li> </ul>	<ul style="list-style-type: none"> <li>• Command Log</li> <li>• Triple I</li> <li>• Custom CAD Commands</li> <li>• Unit Alarms</li> <li>• ANI/ALI</li> </ul>
<b>CAD (Advanced)</b>	<ul style="list-style-type: none"> <li>• Alarm Billing</li> <li>• Alarm Calls</li> <li>• Nurse Calls</li> <li>• Scheduled and Recurring Scheduled Calls</li> <li>• Tow Calls</li> <li>• Custom Forms</li> </ul>	<ul style="list-style-type: none"> <li>• NCIC Automation</li> <li>• Basic Paging</li> <li>• Run Cards and Unit Recommendation</li> <li>• Unit Specialties</li> <li>• Web windows</li> </ul>

<b>Mapping (Core) – Server Based</b>	<ul style="list-style-type: none"> <li>• Command-line entry</li> <li>• Drag and drop commands</li> <li>• Visual status alerts</li> <li>• User-configurable map layers</li> <li>• GIS functions with map window closed</li> </ul>	<ul style="list-style-type: none"> <li>• Active calls for service</li> <li>• Call for service click-through</li> <li>• Custom map markers</li> <li>• Address verification</li> <li>• Faster map functions (compared with non-server version)</li> <li>• Required for 15 or more AVL units</li> </ul>
<b>Mapping AVL</b>	<ul style="list-style-type: none"> <li>• Vehicle locations on map</li> </ul>	<ul style="list-style-type: none"> <li>• Call for service integration</li> </ul>
<b>Civil (Core)</b>	<ul style="list-style-type: none"> <li>• Civil Papers</li> <li>• Configurable paper types</li> </ul>	<ul style="list-style-type: none"> <li>• Service attempt log</li> <li>• Full audit trail</li> </ul>
<b>Civil (Advanced)</b>	<ul style="list-style-type: none"> <li>• Executions, distress warrants, and foreclosures</li> <li>• Civil Cases</li> <li>• Automatic invoice creation</li> </ul>	<ul style="list-style-type: none"> <li>• Receipts and statements</li> <li>• Interest calculations</li> <li>• Deadline calculations</li> <li>• Custom Forms</li> </ul>
<b>Financial (Core)</b>	<ul style="list-style-type: none"> <li>• Double-entry accounting</li> <li>• Automatic invoice creation</li> <li>• Configurable addition of fees based on Records workflow</li> <li>• Account reconciliation</li> </ul>	<ul style="list-style-type: none"> <li>• Receipt generation</li> <li>• Statement printing</li> <li>• Bulk Invoice Payments</li> <li>• Full audit trail</li> </ul>
<b>Jail (Core)</b>	<ul style="list-style-type: none"> <li>• Booking, Intake, and Release Wizard</li> <li>• Cell Occupancy Log</li> <li>• Activities</li> <li>• Basic Bank</li> <li>• Issued Property</li> <li>• Medicine</li> <li>• Jail Billing</li> <li>• Bond Payments</li> <li>• Sentence calculation and Good Time</li> </ul>	<ul style="list-style-type: none"> <li>• Inmate Property</li> <li>• Victim Notification</li> <li>• Visitor logging</li> <li>• Jail Log</li> <li>• Shift Log</li> <li>• Court Events</li> <li>• Classification</li> <li>• Cell Recommendation</li> <li>• Inmate Classes and Transportation</li> <li>• Full audit trail</li> </ul>



<b>Jail (Advanced)</b>	<ul style="list-style-type: none"> <li>• Advanced Inmate Bank</li> <li>• Expenses</li> <li>• Expungement Log</li> <li>• Sentence Reductions</li> <li>• Inmate Checks</li> </ul>	<ul style="list-style-type: none"> <li>• Inmate Work Shifts</li> <li>• Stay Scheduling (Weekenders)</li> <li>• Multiple Facilities</li> <li>• Jail workflow</li> <li>• Custom Forms</li> </ul>
<b>Mobile Core</b>	<ul style="list-style-type: none"> <li>• Grants access to the Zuercher Mobile application</li> </ul>	
<b>Mobile AVL</b>	<ul style="list-style-type: none"> <li>• Vehicles shown on map</li> </ul>	<ul style="list-style-type: none"> <li>• Call for service integration</li> </ul>
<b>Mobile CAD</b>	<ul style="list-style-type: none"> <li>• User-configurable layouts</li> <li>• Day/Night mode</li> <li>• Instant messaging</li> </ul>	<ul style="list-style-type: none"> <li>• Silent dispatch</li> <li>• Bulletins/BOLOS</li> <li>• NCIC queries</li> </ul>
<b>Mobile Civil</b>	<ul style="list-style-type: none"> <li>• Service attempts log</li> </ul>	<ul style="list-style-type: none"> <li>• Print out papers</li> </ul>
<b>Mobile Mapping</b>	<ul style="list-style-type: none"> <li>• Active calls for service</li> <li>• Map Markers</li> <li>• Visual status alerts</li> </ul>	<ul style="list-style-type: none"> <li>• User configurable map layers</li> <li>• Route from current location to CFS location</li> </ul>
<b>Mobile Records</b>	<ul style="list-style-type: none"> <li>• Cases</li> <li>• Warrants</li> </ul>	<ul style="list-style-type: none"> <li>• Master index access (including mug shots and alerts)</li> </ul>
<b>Personnel (Core)</b>	<ul style="list-style-type: none"> <li>• Personnel Log</li> </ul>	<ul style="list-style-type: none"> <li>• Full audit trail</li> </ul>
<b>Records (Core)</b>	<ul style="list-style-type: none"> <li>• Case Reports</li> <li>• NIBRS/UCR Submission</li> <li>• Master Record Notes</li> <li>• Protection Orders</li> <li>• Warrants</li> <li>• Juvenile Referral List</li> </ul>	<ul style="list-style-type: none"> <li>• Pawn Property</li> <li>• Pistol Permits</li> <li>• Sex Offenders</li> <li>• Full audit trail</li> </ul>

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**Records (Advanced)**

- Field Identifications
- Expungement
- Intelligence Cases
- Investigative Leads
- Form Requirements
- Tow Calls
- Bicycle Registrations
- Parking Tickets
- Custom Forms

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**Reporting (Core)**

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

## **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 Interface (SMTP/Email) (Export)**

This is a one-way interface from Zuercher CAD. Pages are sent via email and/or SMTP from Zuercher 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 (Import)**

This is a one-way interface from the 911 service provider to Zuercher CAD. It prepopulates calls for service by parsing raw spill data from the 911 service and importing it.

*Customer is responsible for ensuring that:*

- (a) 911 service provider sets up the serial connection from the 911 controller to Zuercher CAD.*
- (b) 911 spill data can be pushed to Zuercher CAD at a decided upon frequency.*
- (c) ALI data meets NENA standards*

#### **1.1.3 CAD – Rip and Run Interface (Fax/Email)**

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. Zuercher provides the connection from Zuercher Suite to the SMTP server.

*Customer will provide Zuercher with SMTP information for setup and will manage all user configurations.*

**1.1.4 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.

**1.1.5 Jail – Inmate Phone Interface (Export) (NCIC)**

This is a one-way interface from Zuercher Jail to the ICS inmate phone system. Jail will send inmate demographic and location data as XML to the ICS Enforcer web service when an inmate is booked, released, changes jacket numbers, changes cell location, or has a master name record merged. Jail will also send the ICS Enforcer web service a weekly active inmates list to keep the two systems in sync. ICS configures and manages the ICS Enforcer web service.

**1.1.6 Jail – Livescan/AFIS Interface (Export) (Identix)**

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.

**1.1.7 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.

**1.1.8 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.

**1.1.9 Records – TX Crime Reporting Interface (TIBRS)**

This is a one-way interface from Zuercher Records to TX NIBRS. 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.

**1.1.10 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.

**1.1.11 Zuercher Suite – TLETS/NCIC Interface (Basic Query Package)**

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), KQ (Driver History), QW (Driver's License), QG (Gun), QV (Vehicle Insurance), RQ (Vehicle Registration), Data Mining (TX 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 returns will only be returned for the state in which Customer is located.*

#### **1.1.12 Zuercher Suite – Time Synchronization Interface**

This is a one-way interface that uses NTP to keep all Zuercher server's clocks in sync.

### **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 will provide data conversion services for Customer's current GIS map data and from Customer's current software database vendors to Zuercher software. The contents of the data conversion will be determined by the Data Conversion Specification and GIS Specification documents.

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 NetData Records**

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

#### **1.2.2 NetData Jail**

Data will be converted into the Zuercher Jail module from the NetData 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. Two (2) rack-mount servers will be purchased by Customer as part of this agreement.
2. They will be configured as Zuercher Suite Servers as follows:
  - (a) One (1) Production Server with Lantronix remote access device
  - (b) One (1) Testing/Training server
3. The servers will be installed at Upshur County Sheriff's Office.
4. In addition to the standard Zuercher Suite operating environment, the Production Server will have the capability of running the following on a virtual machine:
  - (a) One (1) virtual NCIC server (message switch)
  - (b) One (1) virtual GIS server
5. Ten (10) inches of rack space is required at the primary server location for one (1) Zuercher Suite Production rack-mounted server (3.5"), one (1) Zuercher Suite Testing/Training rack-mounted server (3.5"), and one (1) Lantronix remote access device (3.0").

### **2.2 Production and Testing/Training Server Network Requirements**

1. Six (6) open Ethernet cables and ports to be used by one (1) Zuercher Suite Production rack-mounted server, one (1) Zuercher Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.
2. Static IP addresses that include four (4) for the Zuercher Suite Production rack-mounted server,

three (3) for the Zuercher Suite Testing/Training rack-mounted server, and one (1) for the Lantronix remote access device.

3. Network access that maintains low-latency and high bandwidth that includes a Virtual Private Network (VPN) to support remote users per the requirements that are set forth in the *Network Requirement Specifications* and *Server Requirement Specification* documents provided by Zuercher.

### **2.3 Production and Testing/Training Server Power Requirements**

1. One (1) uninterrupted power supply (UPS) that support 1000 watts.
2. Power supply that will handle dual 720 watts for one (1) Zuercher Suite Production rack-mounted server, one (1) Zuercher Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.
3. Server cooling that will ensure the appropriate temperatures for one (1) Zuercher Suite Production rack-mounted server, one (1) Zuercher Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.

### **2.4 Peripheral Hardware**

#### **2.4.1 Jail – Electronic Signature Pad (Topaz)**

This contract will provide for one (1) electronic signature pad package that will include one (1) SignatureGem LCD 1x5 pad with attached pen and one (1) USB cord.

#### **2.4.2 Mobile – GPS Receiver (Garmin)**

This contract will provide for twenty (20) GPS receivers. These GPS receivers are the Garmin 18x USB model.

#### **2.4.3 Records – Property & Evidence Barcode Scanner and Printer Package (Wasp)**

This contract will provide for one (1) property and evidence barcode scanner and printer package that will include one (1) wireless Wasp WWS550i barcode scanner, one (1) Wasp WPL305 label printer, and four (4) rolls of labels.

#### **2.4.4 Records – Electronic Signature Pad (Topaz)**

This contract will provide for one (1) electronic signature pad package that will include one (1) SignatureGem LCD 1x5 pad with attached pen and one (1) USB cord.

## **3.0 Services**

### **3.1 Project Management**

#### **3.1.1 Customer Project Manager**

Customer shall provide one primary Project Manager to be the main point of contact for Zuercher.

A single, dedicated Project Manager will be assigned to manage the project for all Customers included in this installation.

Customer will identify a Zuercher Build Team. With assistance from Zuercher Implementation Analysts,

Customer's Build Team is responsible for the configuration of Zuercher software. The Build Team should expect to devote 10-20% of each week of implementation to Zuercher configuration work.

Customer's Project Manager and Build Team will work within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday) to enable mutual availability to work with Zuercher on configuration and project activities.

Customer's Dedicated Project Manager

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**3.1.1.1 Customer's Dedicated Project Manager Responsibilities**

1. Have the authority to speak for Customer from a project perspective.
2. Designate people responsible for specific roles as needed, examples below:
  - (a) Module Subject Matter Experts (SMEs)
  - (b) Hardware Project Manager
  - (c) Zuercher Build Team Members
  - (d) Data Conversion Review Team Members
  - (e) Interface points of contact at Customer (assigned per interface)
3. Involve Customer decision makers when needed
4. Escalate issues to the Zuercher project manager
5. Eliminate roadblocks for completing project on schedule
6. Sign various project documents and ensuring signoff documents and deliverables are provided to Zuercher project manager in a timely manner
7. Organize training schedules, training rooms, and training equipment
8. Provide real world scenarios for testing and review

**3.1.2 Zuercher Project Manager and Project Team**

From the start of the project, a Zuercher project manager will work with Customer as the single point of contact for implementation of the Zuercher Suite system. The project manager will develop and manage the implementation schedule and will coordinate with Customer to keep the project on track and on schedule. The project manager will conduct weekly status meetings to provide Customer with project updates.

The Zuercher project team, under the direction of the project manager, will visit pertinent areas of Customer and will meet with key Customer personnel to understand Customer's operational needs and business rules. Team members will observe Customer's daily operations first-hand and use that information to identify how the Zuercher Suite system would best be configured to match and enhance Customer's workflows. The project team will train Customer system administrators on configuration options and code table setup.



## **3.2 Implementation Process Overview**

Zuercher uses a multi-phase approach to ensure a successful implementation for each Customer. Trained and experienced members of the Zuercher implementation team move through the process with Customers to ensure successful outcomes. Timelines will be discussed with Customer's project manager and will be mutually agreed upon to ensure a successful Go Live.

### **3.2.1 Kickoff Meeting**

Upon contract signature, a kickoff meeting is scheduled to initiate the implementation process, setting up a statement of work, server installations and scheduling the Business Practice Review (BPR).

### **3.2.2 Business Practice Review**

During this meeting, the Zuercher project team works with Customer's build team to determine the contents of the Configuration Management Document (CMD). All product needs and requests are reviewed, and the Zuercher project team documents in the CMD how the software currently meets those needs or how Zuercher plans to develop additional functionality to fulfill them. The CMD will outline configuration, interfaces, training requirements, and a projected timeline that's agreed upon with the Customer's project team.

### **3.2.3 CMD Approval**

After the CMD is composed, the Zuercher project team reviews it with Customer's project manager and build team and to ensure that all aspects of the initial proposal have been satisfied.

### **3.2.4 Configuration, Conversion, Interfaces and Enhancements**

After the CMD is approved and signed, work begins on the steps outlined in it, including the necessary configuration, data conversions, interfaces and enhancements.

#### **3.2.4.1 Configuration**

Customer plays a large part in the configuration and setup of the final system. Configuration of Zuercher software is guided by Business Analysts, via in-person or remote online sessions, but is considered a Customer responsibility to complete.

#### **3.2.4.2 Data Conversion**

Data not contained in systems listed in *Exhibit A: Statement of Work: 1.2 Data Conversion* will not be converted. Code tables, data mapping, and other system configuration will be entered by Customer with the assistance of a Zuercher Business Analyst. Code tables will not be part of the converted data.

A major part of data conversion is review of data that has been converted to Zuercher software. Customer plays a key role in this data review.

*A thorough data conversion review by Customer is imperative for an effective and organized Zuercher software Go Live. Customer should expect to devote 10-20% of each week of the data conversion process to Zuercher configuration work. Each module converted will require participation of SMEs.*

#### **3.2.4.3 Interfaces**

See *Exhibit A: Statement of Work: 1.1 Interfaces* for a list of included interfaces.

Customer tasks related to interfaces will start immediately after the initial Zuercher kickoff meeting. Customer will set up conference calls with Zuercher and each interface vendor within two weeks of

contract signing or one week of kickoff call. Interfaces to and from Zuercher software are created and tested internally before being available for Customer testing.

Customer is responsible for initiating and facilitating the relationship(s) between Zuercher and the third-party interface vendor(s).

*Zuercher software interface specifications must be clearly defined in the Interface One Sheet or Interface Specifications Document. If applicable, each interface will be thoroughly tested by Customer before Go Live.*

### **3.2.5 Final System Review**

Throughout the project, implementation analysts from Zuercher will schedule sessions with Customer's Build Team and end users to review any questions or concerns.

### **3.2.6 Train-the-Trainer and/or End User Training**

Zuercher offers several options for end user training. All of the training options provide hands-on use of the software with real-world examples. Class sizes are limited to ensure that each individual has sufficient time to practice using the system. When the go live date arrives, users are well-prepared to begin using the new software.

### **3.2.7 Go Live**

Zuercher provides on-site and/or remote support the day that the new system goes live. Any questions that arise are addressed immediately by the team, ensuring that the first day(s) using the new system goes smoothly.

## **3.3 Training and Go Live Support**

### **3.3.1 Training**

Zuercher staff will provide for on-site or remote training.

The number of days specified for 'on-site' services herein may include travel days in addition to actual days on site at Customer's location(s). Zuercher will make a good faith effort to minimize the travel time which is necessary for a project by working with Customer to most efficiently plan and schedule the delivery of on-site services.

#### **3.3.1.1 System Configuration and Training**

The first portion of training will be performed by the Zuercher project team. Team members will train and guide Customer's Build Team in configuring the Zuercher Suite system, setting up and maintaining code tables, managing users and user rights, among other options. Through Zuercher-guided configuration of the system, the Build Team becomes well versed in the Zuercher software system administration.

#### **3.3.1.2 Train-the-Trainer and/or End User Training**

Trainers will conduct detailed courses for each of Customer's user groups (such as dispatchers or officers). The content of each course will be tailored to the features and functionality in Zuercher software that each group needs to know and use.

#### **3.3.1.3 Refresher Training**

Zuercher will provide follow-up training (after successful implementation) to refresh existing personnel

on best practices with regard to using Zuercher Suite.

**3.3.2 Training Resources**

Training will be scheduled within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday).

The training facilities and equipment will be provided by Customer based on the following:

**3.3.2.1 Trainer Resources**

1. One (1) computer with a network connection
2. Most recent Zuercher Suite version installed and tested (includes login)
3. Two (2) projectors and two (2) screens set up and tested
4. One (1) podium or desk for trainer

**3.3.2.2 Trainee Resources**

1. Five (5) to ten (10) computers with network connections two (2) monitors required (three (3) monitors are suggested)
2. One (1) supervisor will attend every class to address policy questions
3. No more than ten (10) trainees in each class
4. Most recent Zuercher Suite version installed and tested (includes login)
5. All third-party devices (i.e., printers, scanners, barcode reader, mugshot camera) connected and tested

**3.3.3 Go Live Support**

Zuercher staff will assist users with questions that arise during Go Live and will reinforce skills learned during the training sessions. Zuercher staff will be on site or remote for Go Live.

**Exhibit B: Pricing Detail**

Software and Servers	Comments	Unit	Qty	Price	Total
Zuercher Suite Production Server (Physical Server, OS, DBMS, Installation & Testing)	Includes up to 4TB of disk.		1	\$ 15,040	\$ 15,040
Zuercher Suite Training/Testing Server (Physical Server, OS, DBMS, Installation & Testing)	Includes up to 4TB of disk.		1	\$ 9,360	\$ 9,360
Zuercher Suite Production NCIC Server (Virtualized Server, OS, Installation & Testing)			1	Included	Included
Zuercher Suite Production GIS Server (Virtualized Server, OS, Software, Analytics, Installation & Testing)			1	Included	Included
Esri Server License (Esri ArcGIS for Server Workgroup Standard)			1	\$ 5,000	\$ 5,000
Administration Core			1	\$ 4,000	\$ 4,000
Administration Core (Agency Site License)			1	\$ 2,940	\$ 2,940
CAD Core			1	\$ 15,000	\$ 15,000
CAD Core (Agency Site License)			1	\$ 11,250	\$ 11,250
CAD Advanced (Agency Site License)			1	\$ 3,750	\$ 3,750
CAD - Basic Paging Interface (SMTP/Email)			1	Included	Included
CAD - E911 (ANI/ALI) Interface			1	Included	Included
CAD - Rip and Run (Fax/Email) Interface			1	Included	Included
Mapping Core			1	\$ 10,000	\$ 10,000
Mapping Core (Agency Site License) for Full-Time CAD Workstations		Per Agency	1	\$ 5,000	\$ 5,000
Mapping AVL (Agency Site License) for Full-Time CAD Workstations		Per Agency	1	\$ 6,000	\$ 6,000
Civil Core			1	\$ 5,000	\$ 5,000
Civil Core (Agency Site License)			1	\$ 3,024	\$ 3,024
Civil Advanced (Agency Site License)			1	\$ 1,008	\$ 1,008
Financial Core			1	Included	Included
Financial Core (Agency Site License)			1	Included	Included
Jail Core			1	\$ 20,000	\$ 20,000
Jail Core (Agency Site License)			1	\$ 29,663	\$ 29,663
Jail Advanced (Agency Site License)			1	\$ 9,888	\$ 9,888
Jail - Commissary Interface (Export)	Keefe		1	\$ 6,130	\$ 6,130
Jail - Inmate Phone Interface (Export)	NCIC		1	\$ 6,130	\$ 6,130
Jail - Livescan/AFIS Interface (Export)	Identix		1	\$ 8,260	\$ 8,260
Jail - N-DEx Adapter (IA IEPD)			1	Included	Included
Jail - VINE Interface (Export)			1	\$ 6,130	\$ 6,130
Mobile Core			1	\$ 5,000	\$ 5,000
Mobile AVL		Per Unit	20	\$ 200	\$ 4,000
Mobile CAD		Per Unit	20	\$ 450	\$ 9,000
Mobile Civil		Per Unit	20	Included	Included
Mobile Mapping		Per Unit	20	\$ 550	\$ 11,000
Mobile NCIC		Per Unit	20	Included	Included
Mobile Records		Per Unit	20	\$ 950	\$ 19,000
Personnel Core			1	Included	Included
Personnel Core (Agency Site License)			1	Included	Included
Records Core			1	\$ 7,500	\$ 7,500
Records Core (Agency Site License)			1	\$ 15,300	\$ 15,300
Records Advanced (Agency Site License)			1	\$ 5,100	\$ 5,100
Records - TX Crime Reporting (TIBRS) Interface			1	Included	Included
Records - N-DEx Adapter (IA IEPD)			1	Included	Included

Upshur County Sheriff's Office

Zuercher Suite Contract

**ZUERCHER**

Reporting Core			1	Included	Included
Reporting Universal Interface Engine			1	Included	Included
Zuercher Suite - TLETS/NCIC Interface (Basic Queries)	QA (Article), QB (Boat), KQ (Driver History), QW (Drivers License), QG (Gun), QV (Vehicle Insurance), RQ (Vehicle Registration), Data Mining (TX only)		1	\$ 10,000	\$ 10,000
Zuercher Suite - Time Synchronization Interface			1	Included	Included
<b>Software and Servers Pre-Discount Subtotal</b>					\$ 268,472
<b>Software and Servers Discount</b>					\$ (8,487)
<b>Software and Servers Total</b>					\$ 259,985
<b>Peripheral Hardware</b>					
	<b>Comments</b>	<b>Unit</b>	<b>Qty</b>	<b>Price</b>	<b>Total</b>
Jail - Electronic Signature Pad (Topaz)			1	\$ 403	\$ 403
Mobile - GPS Receiver (Garmin)			20	\$ 89	\$ 1,780
Records - Property & Evidence Barcode Scanner and Printer Package (Wasp)			1	\$ 949	\$ 949
Records - Electronic Signature Pad (Topaz)			1	\$ 403	\$ 403
<b>Peripheral Hardware Total</b>					\$ 3,535
<b>Services</b>					
	<b>Comments</b>	<b>Unit</b>	<b>Qty</b>	<b>Price</b>	<b>Total</b>
Project Manager		Per Project	1	\$ 27,354	\$ 27,354
Configuration and Business Process Review (BPR)					
2 round-trips anticipated		Per Project	1	\$ 11,390	\$ 11,390
Training					
- Administration					
- CAD					
- Civil					
- Jail					
- Mobile					
- Records					
- Refresher					
3 round-trips anticipated		Per Project	1	\$ 19,073	\$ 19,073
Go-live Support					
1 round-trip anticipated		Per Project	1	\$ 5,695	\$ 5,695
Mapping - One-time GIS Data Set Up			1	\$ 4,500	\$ 4,500
Data Conversion	NetData RMS	Per Module	1	\$ 12,500	\$ 12,500
Data Conversion	NetData JMS	Per Module	1	\$ 12,500	\$ 12,500
<b>Services Total</b>					\$ 93,011

Upshur County Sheriff's Office

Zuercher Suite Contract



TOTALS					
Software and Servers Total					\$ 259,985
Peripheral Hardware Total					\$ 3,535
Services Total					\$ 93,011
<b>TOTAL</b>					<b>\$ 356,532</b>
Recurring (Subscriptions & Maintenance)					
Maintenance & Support (Year 1)			1		Included
Maintenance & Support (Year 2)			1		\$ 44,341
Maintenance & Support (Year 3)			1		\$ 45,671
Maintenance & Support (Year 4)			1		\$ 47,041
Maintenance & Support (Year 5)			1		\$ 48,452
Maintenance & Support (Year 6)			1		\$ 49,906
Maintenance & Support (Year 7)			1		\$ 51,403
Maintenance & Support (Year 8)			1		\$ 52,945
*Taxes are not included in the pricing.*					

### Exhibit C: Payment Schedule

The total amount of this contract is \$356,532.

The amounts due under this contract are as follows:

Upon Contract Execution	25%	\$89,133
Upon Server Installation	25%	\$89,133
Completion of CMD	30%	\$106,959.60
Go Live	20%	\$71,306.40

Commencing one year after the System reaches "Go Live," an annual maintenance fee of \$44,341 will be due. Thereafter, the annual maintenance fee shall increase by an amount not to exceed 3% from the prior year through year 8. Thereafter, the annual maintenance fee shall increase by an amount not to exceed 5% from the prior year.

These amounts do not include any taxes. See Agreement section 8.13 Taxes for more information.

## **Exhibit D: Maintenance Agreement**

### **1.0 Term**

The initial term of annual Maintenance under this Exhibit D begins on the date of Go Live and ends twelve (12) months thereafter. The fee for the initial term is included as a line item in the pricing set forth in *Exhibit B: Pricing Detail*. Maintenance is renewable on an annual basis upon payment of the applicable maintenance and support fee. Zuercher will invoice Customer prior to the end of each annual maintenance term.

### **2.0 Software Updates**

While this Agreement has not expired, Zuercher will maintain the Software by providing software updates and enhancements to Customer. All software updates provided to Customer by Zuercher pursuant to the terms of this Agreement shall be subject to the terms and conditions of Section 2.0 License of this Agreement.

At a time mutually acceptable to both parties, Zuercher will install software updates remotely.

#### **2.1 Included Updates**

Updates will be provided on an as-available basis and include the items listed below:

1. Bug fixes;
2. Enhancements to products licensed by Customer under this Agreement;

#### **2.2 Not-Included Updates**

Updates do not include:

1. Platform extensions including product extensions to different hardware platforms, different windowing system platforms, or different operating system platforms
2. New functions such as new modules, components, products, or applications.

### **3.0 Support**

#### **3.1 General Support**

Zuercher shall provide phone and email support for the Software licensed under this agreement and shall maintain a support center database to track any reported issues. No support will be provided for Software more than two versions back from the most recently released version.

Support does not include custom programming services or training.

Support is available 24 hours a day, seven days a week for Zuercher Suite customers.

#### **3.2 GIS Support**

##### **3.2.1 One-time GIS Data Set UP**

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



update includes conversion of submitted data to Zuercher Suite standard and addition or removal of map layers.

**3.2.2 GIS Data Management**

GIS data management is defined as changes to the GIS data based on actual additions or changes to points (e.g. addresses), lines (e.g. roads), or polygons (e.g. Emergency Service Zones) that occur after the date of the software install.

**3.3 Server Hardware Maintenance**

Zuercher will maintain the Server Hardware necessary to host the Software. This does not include any Hardware except Server Hardware.

**3.4 Customer Responsibilities**

**3.4.1 Access to Premises**

Customer shall provide Zuercher with reasonable and timely access to the sites and personnel necessary for Zuercher to perform its obligations under this Agreement.

**3.4.2 Zuercher Server Access**

Customer will ensure that all Zuercher Suite servers are directly network accessible to Zuercher at all times via SSH. There shall be no additional authorization or equipment required except as requested by Zuercher.

**3.4.3 System Administrator**

Customer is responsible for naming one or more System Administrators to serve as a primary point of contact between Customer and Zuercher. At least one System Administrator must be available at all times. Customer will ensure that the System Administrators possesses the appropriate technology and public safety knowledge and skills to perform this role sufficiently.

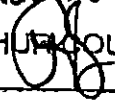
**3.4.4 Security**

Customer is responsible for providing all physical security. The customer is responsible for securing their network.

**3.4.5 System Updates**

Customer shall work in good faith to allow Zuercher to install System updates as requested by Zuercher.

FILED  
UPSHUR  
COUNTY CLERK

NOV 15 2018  
UPSHUR COUNTY, TX.  
BY  DEPUTY

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Zuercher Technologies, LLC  
San Diego, CA United States

Certificate Number:  
2018-425555

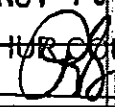
Date Filed:  
11/14/2018

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Upshur County Sheriff's Office

Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
PRF-00008379  
Public Safety Software Project for Upshur County Sheriff.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Surminsky, Brad	Lake Mary, FL United States	X	
	Angove, Simon	Lake Mary, FL United States	X	

FILED  
UPSHUR  
COUNTY CLERK  
NOV 15 2018  
UPSHUR COUNTY, TX.  
BY   
DEPUTY

**5 Check only if there is NO Interested Party.**

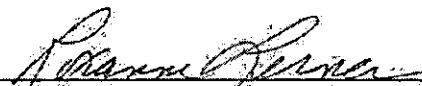
**6 UNSWORN DECLARATION**

My name is Roxanne Lerner, and my date of birth is 2/5/53

My address is 9477 Waples Street, Suite 100, San Diego, CA, 92121, USA  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in SEE ATTACHED County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)

NOV 15 2018

UPSHUR COUNTY, TX.
BY [Signature] DEPUTY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of San Diego )

On November 14, 2018 before me, Sean William Raburn
Date Here Insert Name and Title of the Officer

personally appeared Roxanne Lerner
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Upshur County Sheriff - Form 1295 Document Date:
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
[ ] Corporate Officer - Title(s):
[ ] Partner - [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other:
Signer Is Representing:

Signer's Name:
[ ] Corporate Officer - Title(s):
[ ] Partner - [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other:
Signer Is Representing: