

SYSTEM SUPPORT AGREEMENT

Titan Public Safety Solutions L.L.C.

and

City of Waukesha

This is a SYSTEM SUPPORT AGREEMENT (the “Agreement”) between:

TITAN PUBLIC SAFETY SOLUTIONS, L.L.C., with its principal office at 4624 South Biltmore Lane, Madison, WI 53718 (“TiPSS”)

And

CITY OF WAUKESHA, with its Municipal Court office at 201 Delafield Street, Waukesha, WI 53188 (“Customer”).

TiPSS and Customer have entered into a License Agreement as of April 1st, 2019 with respect to the Use of the Licensed Products and Customer’s obligation to maintain the secrecy of Confidential Information (as these and other capitalized terms are defined in the License Agreement); and Customer also desires to secure maintenance and support services from TiPSS for the Licensed Products.

SYSTEM SUPPORT AGREEMENT

RECITALS

WHEREAS, TiPSS owns all title, right and interest in and to certain proprietary computer software programs under the trademark "TiPSS" (hereinafter the "TiPSS Software" or "Software") subject to the rights granted to Customer under the License Agreement;

WHEREAS, Customer desires to engage TiPSS to maintain and support the TiPSS Software and TiPSS agrees to accept such engagement subject to the terms and conditions set forth below.

NOW, THEREFOR, in consideration of the mutual covenants, representations, warranties and agreements and the conditions set forth in this Agreement, the Customer and TiPSS hereby agree as follows:

Licensing Agreement

Customer hereby agrees and acknowledges that under the terms of the License Agreement TiPSS granted the Customer a personal, non-exclusive and non-transferable license (except as provided for by paragraph 12.1 therein) to use the TiPSS Software in the United States. Customer further agrees and acknowledges that TiPSS shall be permitted to invoke or exercise all rights, privileges, benefits and remedies of any kind possessed under the Licensing Agreement. TiPSS further agrees and acknowledges that Customer shall be permitted to invoke or exercise all rights, privileges, benefits and remedies of any kind granted under the Licensing Agreement.

1. Definitions and Interpretations

1.1 In this Agreement the following expressions shall have the following meanings:

"Casual Consulting" means technical advice and assistance on the interpretation of documentation or guidance on the use of the Software, provided via telephone during normal TiPSS working hours. Casual Consulting does not include those items excluded in Section 3.8, below.

"Change Control Request" means a request in writing, other than in the body of an email from the Customer to TiPSS, requesting Program Fix(es) and/or Program Enhancements.

"Commencement Date" means the date of this Agreement.

"Data" means that information which is input to or stored on the System by the Customer.

"Designated Premises" means the physical location where support and maintenance will be performed; including the building(s) utilized by the Customer for purposes of use of the products purchased, and at the building where the Customer's server(s) may be located at from time to time.

"Designated Computer System" or "System" means the hardware owned by the Customer and operated by Customer.

“Documentation” means instructions, specifications, guides, manuals, and other related materials.

“Errors, Malfunctions, or Defects” are defined as the failure or inability of the Software to perform material functions when it is used on the computer system meeting the specifications listed in Exhibit A attached hereto. It includes any defect in code or program architecture that prevents the Software from meeting the functionality specifications as identified in the manual(s).

“Go-Live Date” is the date that the product has been installed and is ready to be put into production by the Customer.

“Maintenance Services” means technical assistance regarding the Licensed Software, its functionality, databases, operations, utilities, and supporting documentation. Problems must be submitted to the TiPSS office via email or via phone with a TiPSS representative during regular working hours.

“On-site” means preparation time, travel time, and time on the Designated Premises.

“Program Enhancements” means new versions of or additions to the Software, developed by TiPSS at the request of Customer, which add to or alter the functions(s) of the Software. Such Program Enhancements shall become part of the Software.

“Program Fix(es)” shall mean minor corrections to the Software in an effort to correct Errors, Malfunctions, or Defects therein. Such Program Fixes shall become part of the Software.

“Program Updates” are new versions of or additions to the Licensed Products, which improve operating performance, but do not alter the basic function(s) of the Licensed Products. Such Program Updates become part of the Licensed Products.

“Program Upgrades” are replacement versions of a previously issued Licensed Product, which does not require the purchased Licensed Product to function. An upgrade version will have capabilities which may not be included or written in the older version. Upgrades are not included in the Annual System Support Fee and may be purchased as a license and/or subscription when available.

“Software” means the proprietary computer programming, related program fixes, program enhancements, and/or program upgrades included within the Licensed Products.

1.2 For the purposes of interpretation and construction of this Agreement:

1.2.1 Words importing one gender include the others: and

1.2.2 Words importing the singular or plural number include the plural and singular number respectively.

2. Term

This Agreement commences on the Commencement Date and shall remain in force until terminated. Exhibit B attached hereto sets forth the variable terms of the agreement and will be re-issued on January 1 of every year in which support services are provided by TiPSS.

3. Scope of Services

3.1 TiPSS will provide Maintenance Services during the hours specified in Exhibit B attached hereto.

3.2 Customer Support staff strive to return all calls within a 30 minute timeframe, but on occasion are prevented from doing so due to heavy utilization of services, release of new Product Updates, and/or other customer service related obligations. When necessary, calls will be assigned a level of severity and will be responded to in order of priority, as follows:

Emergency The Software is not responding. The Customer is unable to enter or process any Data.

Critical The Software is not responding accurately and consistently. The Customer is able to enter Data and complete processing in some module(s) but not consistently.

Non-Critical The Customer is able to enter Data and complete processing with the exception of some reports, queries, or non-critical functions.

3.3 Services shall be provided in a timely manner and shall be provided either at Customer's Designated Site or at such other location designated by TiPSS.

3.4 TiPSS shall make all reasonable efforts to attempt to accomplish a designated task and provide Program Fix(es). In this regard, Customer shall advise TiPSS of the necessity of a Program Fix using the Change Control Request procedures, detailed in Exhibit C attached hereto, specifying with particularity the Errors, Malfunctions, and Defects found in the System.

3.5 TiPSS shall provide Program Upgrades, to purchased TiPSS products, from time to time at its discretion and at no additional cost to the Customer. Program Upgrades may contain a new version of the Software. In such a case, the new version shall be deemed the current version of the Software TiPSS is obligated to support and maintain in accordance with the terms and conditions of this Agreement. Customer is under no obligation to accept a new version of the Software, but TiPSS may, in its sole discretion, discontinue supporting and maintaining such earlier versions of the Software. Should the Customer choose to decline updates, support services may be terminated by either party.

3.6 TiPSS shall provide Customer with new versions of Documentation, from time to time, as they become available.

3.7 Maintenance Services not covered under the System Support Agreement may be provided, at the Customer's request, at the then current hourly rate, or at another rate or fixed or not-to-exceed price as otherwise mutually agreed upon. The current hourly rate

(for 2018) is \$175.00 per billable hour; rates may be adjusted annually as circumstances dictate, up to a maximum rate increase of 5% per annum. These services do not include service where a defect is caused by:

- 3.7.1 improper use (defined as unauthorized, malicious, or illegal use of the Software; normal and/or routine unintentional errors are not considered to be improper use); or
 - 3.7.2 failure by the Customer to provide a suitable physical environment; or
 - 3.7.3 alterations, amendments or attachments to the System which directly affect the daily operation of TiPSS Software, which have not been approved in writing by TiPSS, or
 - 3.7.4 fire, flood, lightning, earthquake and any other events over which TiPSS has no control; or
 - 3.7.5 service work not performed or approved by TiPSS, excluding the Customer's routine network maintenance and back-up procedures.
- 3.8 TiPSS shall furnish the Customer with Casual Consulting requested by Customer. The following items, among others, are specifically excluded from Casual Consulting:
- 3.8.1 interpretations of program results, such as, for example, arrest and conviction results and demographic data (but not error messages or other similar messages or actions related to the Software's operation); or
 - 3.8.2 assistance with computer hardware and peripheral related questions not related to the use of the Software; or
 - 3.8.3 assistance with computer operation system questions not directly pertinent to the Software; or
 - 3.8.4 Data debugging and/or correcting; or
 - 3.8.5 Program Enhancements requested by Customer; or
 - 3.8.6 conversion of Data to upgraded versions of Licensed Products or other vendor products; or
 - 3.8.7 installation of upgrades on-site; or
 - 3.8.8 Customer training either initial or refresher; or
 - 3.8.9 services necessitated as a result of other than ordinary and proper use by the Customer of the Software, including but not limited to neglect, abuse, unauthorized modification, unauthorized maintenance, or electrical, fire, water or other damage; or
 - 3.8.10 moving database from one server to another.

4. Charges and Payments

- 4.1 Customer agrees to pay TiPSS such annual system support fees as are set forth on Exhibit D attached hereto, which are incorporated herein by reference. The prorated annual fee for support of the Software shall be billable at the Go-Live Date for the Software, and thereafter on a calendar year basis.
- 4.2 The initial annual support fees shall be due and payable upon acceptance of the Software and submission of an invoice from TiPSS. Support charges for subsequent years will be due on January 31st of that year. If Customer has not paid its annual support fees within the above stated time frame then Customer shall not be eligible to receive such support services from TiPSS unless alternate arrangements have been made previously with

TiPSS. Disputed invoices will not be considered delinquent until thirty (30) days after the issue is resolved.

- 4.3 Customer shall additionally reimburse TiPSS for services provided by TiPSS at the Customer's site in accordance with the following:
 - 4.3.1 day rate: For each day or portion thereof that TiPSS provides On-site assistance, Customer shall be charged at the then current rate, (2018 rate is \$1,400.00 per day; rates may be adjusted annually as circumstances dictate, up to a maximum rate increase of 5% per annum); and
 - 4.3.2 food and lodging expenses: Customer shall be charged at cost for all reasonable food and lodging expenses, with lodging expenses only applicable in the event of a concurrent multiple day visit, incurred by TiPSS in connection with provision of assistance at the Customer's site; and
 - 4.3.3 travel expenses: Customer shall be charged at cost for all reasonable direct travel expenses (including without limitation rental car, mileage at the then current IRS rate per mile, other ground transportation and baggage costs) incurred by TiPSS in connection with provision of On-site assistance.

5. Responsibilities of the Parties

The Customer

- 5.1 The Customer shall give TiPSS reasonable access to and use of the general facilities and services of the Designated Premises in order to enable TiPSS to perform its obligations under this Agreement.
- 5.2 Modem/Internet Support: The Customer shall make available remote telecommunications access to the System as required by TiPSS, via TeamViewer or another such program mutually agreed upon to enable services to be performed under this Agreement. Failure to install such will result in additional charges. The Customer shall initiate Modem/Internet support. The Customer and TiPSS will conduct a modem/internet test once a year.
- 5.3 The Customer will appoint two, or three at the discretion of the Customer, appropriate and authorized persons from its staff to interface with TiPSS. The Customer will ensure that such staff is reasonably available to TiPSS as required for consultation and guidance with regard to all information, facilities and services reasonably required by TiPSS for the performance of its obligations under this Agreement.
- 5.4 The Customer will be responsible for any regular maintenance that is normally undertaken by the user or operator as described below:
 - 5.4.1 backing-up the Licensed Products on a regular basis and
 - 5.4.2 backing-up the Customer Data on a regular basis. TiPSS recommends Data backups be completed every 8 hours to minimize the impact of losing Data from the time the backup was executed to the time the backup is restored; and
 - 5.4.3 in consultation with TiPSS, updating all TiPSS Software to current supported versions as accepted by Customer.

- 5.5 Before any service is provided, the Customer will follow the problem determination, problem analysis and service request procedures set out in the Customer support procedures in the attached Exhibit C.
- 5.6 The Customer will provide TiPSS with information, documentation, technical assistance from the Customer's hardware/network provider, and access to the computer System, as is reasonable and practical. If the Customer fails to provide the foregoing, TiPSS shall be released from its obligations to perform under this Agreement.

TiPSS

- 5.7 Telephone Support: TiPSS will provide telephone support for questions and problems relating to the Licensed Products as stated in Section 3 during the hours of availability identified in the attached Exhibit B. This service is intended for experienced system users and is not to be used in lieu of Customer training. TiPSS will retain a Customer Support Representative responsible for responding to Customer's request for support and problem resolution in a timely manner. If the Customer Support Representative feels a Customer is abusing their services, TiPSS will notify the Customer in writing and suggest appropriate training, on-site assistance or other alternatives to meet the Customer's needs.
- 5.8 TiPSS will thoroughly investigate the problems reported by the Customer. If the problem is the result of Errors, Malfunctions, or Defects, TiPSS will take reasonable steps to correct the problem. The Customer Support Representative will provide a solution, the determination that further research is required and the required research to achieve a solution, or confirmation that the Software works per design specifications, which is mutually agreeable.
- 5.9 Hardware Support and Operating Systems. as stated in Sections 3.8.2 and 3.8.3, above, questions regarding hardware installation, support, or maintenance are NOT covered under this Agreement.

6. Proprietary Rights

TiPSS shall own the entire right, title and interest in and for all program corrections and programs, information and work product conceived, created or developed, by TiPSS alone or with Customer or others, as a result of or related to the performance of this Agreement, including all proprietary rights therein or based thereon. Subject to the payment of the maintenance fees and taxes herein provided, TiPSS hereby grants to Customer a nonexclusive license to use that portion of such corrections, programs, information and work product that TiPSS actually delivers to Customer pursuant to this Agreement. Nothing in this section shall be construed to affect Customer's rights in information or work product acquired or developed by Customer without assistance from TiPSS.

7. Negotiation of Warranties

THE SERVICES PROVIDED BY TiPSS UNDER THIS AGREEMENT SHALL BE PROFESSIONAL AND DILIGENT. NOTWITHSTANDING THE FOREGOING, TiPSS DOES NOT WARRANT THAT THE PROVISION OF ITS SERVICES WILL PRODUCE ANY PARTICULAR RESULT OR RESULT IN THE ELIMINATION OF ALL ERRORS,

MALFUNCTIONS AND/OR DEFECTS WHICH MAY ARISE IN THE FUTURE WITH RESPECT TO THE CUSTOMER'S USE OF THE LICENSED PRODUCTS.

EXCEPT AS SET FORTH ABOVE, TiPSS PROVIDES THE SERVICES UNDER THIS AGREEMENT ON AN "AS IS" BASIS AND THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PROVIDED HEREIN.

8. Confidential Information

Customer acknowledges that the Licensed Products are unique and valuable and proprietary to TiPSS, and to the extent as set forth in the License Agreement the Customer accordingly agrees to hold in confidence the Confidential Information embodied therein and not to disclose, or permit disclosure of such Confidential Information to anyone. It is expressly understood and agreed that, to the extent as set forth in the License Agreement, Customer's obligations to keep the Confidential Information confidential shall continue even after the termination, for any reason, of this Agreement or any provision hereof.

9. Limitation of Liability

9.1 TiPSS' LIABILITY FOR DAMAGES ARISING UNDER THIS AGREEMENT BASED UPON THE SERVICES TIPSS PROVIDES TO CUSTOMER SHALL BE LIMITED TO THE FEES PAID TO TIPSS BY CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS DESCRIBED IN THE PREVIOUS SENTENCE, TIPSS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO THE SERVICES PERFORMED BY TiPSS HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF DATA OR SOFTWARE, INABILITY OF TiPSS TO CORRECT ANY ERRORS, MALFUNCTIONS AND DEFECTS IN THE SOFTWARE, OR DELAY OF TiPSS IN PERFORMING ANY SERVICES HEREUNDER.

9.2 THE FOREGOING LIMITATIONS ON LIABILITY SHALL NOT APPLY TO ANY INFRINGEMENT CLAIM WHICH ARISES SOLELY FROM THE SERVICES WHICH TiPSS PROVIDES TO CUSTOMER UNDER THIS AGREEMENT. FURTHER, THESE LIMITATIONS ON LIABILITY SHALL NOT APPLY TO ANY DAMAGES CAUSED BY TiPSS TO ANY PERSONS OR PROPERTY OF CUSTOMER TO THE EXTENT OF ANY INSURANCE PROCEEDS AVAILABLE UNDER ANY INSURANCE POLICY CARRIED BY TiPSS.

9.3 IN NO EVENT SHALL TiPSS BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF TiPSS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF OR KNEW OR SHOULD HAVE KNOWN.

10. Termination

10.1 Either party may terminate this Agreement, during the covered period; by giving the other party ninety (90) days written notice.

- 10.2 In addition, this Agreement shall terminate 30 days after non-payment of the annual system support fee as required per Section 4.2, above, except that TiPSS may extend this time frame at its discretion. Any pre-paid and unused System Support fee will be prorated and returned within 60 days of final termination of this Agreement.
- 10.3 If Customer does not renew or cancels this Agreement with TiPSS and desires to renew at a later date, certain requirements must be met. Before reinstating, Customer will pay a reinstatement fee equal to 50% of that current year's rate for that product's License Fee. The Customer will also be charged a prorated share of the current year support charges for the remainder of that calendar year.

11. Miscellaneous

- 11.1 Neither this Agreement nor any rights or obligations hereunder shall be assignable or otherwise transferable by Customer, in whole or in part, except (i) in the event of a merger of one or more municipal corporations the resulting corporation may be assigned the rights hereunder or (ii) in the event of a merger of Customer's municipal court operations with one or more other municipal court operations, TiPSS will provide a credit toward a System Support Agreement related to a multi-jurisdictional license for each annual System Support Agreement then in effect equal to the annual support fee times the prorated portion of the year remaining or will provide any other such credit as mutually agreed to.
- 11.2 The rights of TiPSS and the obligations of Customer hereunder shall inure to the benefit of TiPSS's nominees, successors and assigns, and shall be binding upon Customer and its permitted assigns, successors and legal representatives.
- 11.3 This Agreement shall be construed in accordance with the internal laws of the State of Wisconsin. In the event of a dispute arising under this Agreement, venue shall be proper only in the County Circuit Court in which the Customer is located, and both parties waive any right to commence or prosecute an action in any other forum.
- 11.4 This Agreement and the Exhibits hereto, contain the entire understanding of the parties respecting the subject matter hereof and supersedes all previous verbal and written agreements. This Agreement may not be modified except in writing, expressly to modify this Agreement and signed by the party against whom enforcement of the change is sought. Each party to this Agreement acknowledges that no other party, nor any agent or attorney of any party, has made any promise, representation or warranty whatsoever, express or implied, not contained herein, concerning the subject matter hereof, to induce the other party to execute this Agreement, and each party acknowledges that it has not executed this Agreement in reliance on any such promise, representation or warranty not contained herein.
- 11.5 No term or provision of this Agreement shall be deemed waived by either party, nor breach excused by such party, unless such waiver or excuse is in writing and signed by such party. No consent by either party to, or waiver by either party of, a breach by the other party, whether expressed or implied, shall constitute consent to, waiver of, or excuse for any other different or subsequent breach by such other party.


- 11.6 If any provision of this Agreement shall be deemed illegal or unenforceable, such illegality or unenforceability shall not affect the validity or enforceability of any legal and enforceable provision hereof.
- 11.7 The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, strictly neither for nor against any party hereto, and without implying a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agent prepared the same, it being agreed that representatives of both parties have participated in the preparation hereof.
- 11.8 No action arising out of any claimed breach of this Agreement or transactions relating hereto may be brought by either party more than two (2) years after discovery of the factual and legal basis for such claim.

EXECUTED as a System Support Agreement on the date written above.

CITY OF WAUKESHA

TITAN PUBLIC SAFETY SOLUTIONS, LLC

Signature of Authorized Representative



Signature of Authorized Representative

Name (type or print)

Xong Yang

Name (type or print)

Title

Member

Title

Date

March 14, 2019

Date

Exhibit A

TiPSS Software Products

Minimum Hardware and Software Requirements

(Subject to change)

Minimum Software/Hardware Requirements (subject to change)

- **Workstation Requirements (Minimum)**

<i>Windows version</i>	Windows 8 [®] , Windows 10 [®]
<i>Processor speed</i>	1 GHz Processor
<i>Operating System</i>	32 bit or 64 bit processor
<i>Memory</i>	2 GB RAM required/4 GB RAM recommended
<i>Disk space</i>	30 GB hard drive
<i>.NET version</i>	4.0
<i>Other</i>	A CD or DVD drive, as appropriate (required for installation from disc) Touch Screen Monitor (optional for <i>TiPSSCashRegister</i>)

- **Server Recommendations**

Server configurations may vary; minimum requirements are for a dedicated server for the WIJIS interface only. Agencies sharing workloads with other software or operating in a virtual environment should judge CPU size accordingly.

<i>Windows version</i>	Windows 2012 [®] or newer version
<i>Processor speed</i>	Pentium 4, 3.0 Ghz CPU or better
<i>Operating System</i>	32 bit or 64 bit processor
<i>Memory</i>	8 GB RAM
<i>Disk space</i>	80 GB hard drive
<i>.NET version</i>	4.6.1
<i>IIS version</i>	7 or higher (<i>TiPSSWebServices</i> only)
<i>Other</i>	A reliable backup system

- **Network Requirements if applicable**

- Current Internet Browser
- High Speed Internet Connection
- Static or unchanging public IP address

- **Additional Hardware requirements (optional)**

- Scanner
- Digital camera or photo disk (*TiPSSImaging* only)

- **Receipt/validation Printers Recommendations**
 - Epson TM-U220D USB (Receipt Only)
 - Epson TM-U325 USB (Receipt and Validation)
 - Epson TM-T88V (thermal printer)

- **Third Party Software Requirements**
 - MSWord 2010[®] or newer version (each workstation)
 - MExcel 2010[®] or newer version (1 workstation)
 - MS SQL Express 2012R2[®] or newer version (for less than 4 Workstations)
 - MS SQL Server 2012R2[®] or newer version (for 4+ Workstations or multi-jurisdictional courts)
 - MS SQL Server Management Studio must either be installed on at least 1 workstation or access to the MS SQL Server granted
 - Current SSL certificate (*TiPSSWebServices* only)
 - Team Viewer 10[®] or GoToAssist[®] for remote support (no charge)

Please be sure to contact TiPSS prior to updating your workstations, networks, and/or printers. Discussing these changes prior to making them can reduce frustrations, limit your downtime, and save you money.

Exhibit B

Annual Support Schedule

Period Covered: January 1, 2019 – December 31, 2019

Hours of Availability

TiPSS Customer Support Staff are available to answer customer questions and provide assistance. In the event that Customer Support Staff are not able to respond to all calls as received, calls will be handled in the order of call severity.

Support Hours:

8:00 a.m. to 5:00 p.m., CST, Monday
8:00 a.m. to 5:00 p.m., CST, Tuesday
8:00 a.m. to 5:00 p.m., CST, Wednesday
8:00 a.m. to 5:00 p.m., CST, Thursday; later by appointment
8:00 a.m. to 5:00 p.m., CST, Friday

Support Holidays: *(TiPSS Office will be closed)*

New Year's Day – Tuesday, January 1, 2019
Good Friday – Friday, April 19, 2019
Memorial Day – Monday, May 27, 2019
Independence Day – Thursday, July 4, 2019
Labor Day – Monday, September 2, 2019
Thanksgiving – Thursday, November 28 & Friday, November 29, 2019
Christmas – Tuesday, December 24 & Wednesday, December 25, 2019
New Year's Eve – Tuesday, December 31, 2019

Telephone and FAX Numbers

TiPSS Telephone Number: 1-608-244-1500
TiPSS Toll Free Support Number: 1-877-241-3877
TiPSS Fax Number: 1-608-244-1504
TiPSS Email Address: support@tipssllc.com
Web Page: www.tipssllc.com

Not included in the Annual System Support Fee

- ✓ Moving the database from one server to another. Server moves must be scheduled two weeks in advance. Please contact TiPSS Customer Support for a proposal.
- ✓ Additional printed manuals. Manuals can be purchased or downloaded from the TiPSS website for free.
- ✓ Support for Third Party Software products (e.g. MS Excel, MS Word, Badger TraCS, My Tax Account, etc.)
- ✓ Setting up backup file procedures.
- ✓ Restoring data from backup.
- ✓ Customer training: Full Training and Accelerated Training.

Exhibit C

Customer Support Procedures

Period Covered: January 1, 2019 – December 31, 2019

Customer Support Procedures

Please help us assist you by following the guidelines below:

- ◆ Be prepared to discuss your problem
- ◆ Do your research ahead of time
- ◆ Be familiar with the TiPSS software
- ◆ Be familiar with your local system and procedures
- ◆ Know all passwords to your system
- ◆ Know how to make connection with the modem
- ◆ Know your software and Data backup and restore procedures
- ◆ Perform backups on a regular basis
- ◆ Write down any error messages you receive
- ◆ Be prepared to duplicate the problem you are having

Change Control Procedures

Please submit request for modification and/or non-critical support problems in writing. This allows us to log, prioritize, and monitor the status of your request.

Some request may be covered under your routine System Support Agreement. If it is covered, we will provide you, in writing, the anticipated release number and estimated shipment date that contains the enhancements/modifications.

Other requests may be for Custom Program Enhancements, conversions to other software vendor products, interfaces with other vendors, refresher customer training, and/or installation of new modules, TiPSS software setup and re-configuration, or additional module licenses. If your request is for any of the services mentioned above, please indicate that you would like a price quote. Price quotes will be provided within 10 working days of TiPSS receiving the Change Control Request form.

Exhibit D

Customer Support Charges

Period Covered: January 1, 2019 – December 31, 2019

PRODUCT	2019 Support Charges	Quote Number
Annual Support Charges (will be prorated for portion of year applicable): <i>TiPSSCourts Suite – 5 full-access Concurrent plus 6 view-only Licenses</i> Including: <ul style="list-style-type: none">• <i>TiPSSDOT Interface</i>• <i>TiPSSTax Intercept Interface</i>• <i>TiPSSSDC Interface</i>• <i>TiPSSTraCS Interface</i>• <i>TiPSSCourts to Pro-Phoenix Interface</i>• <i>TiPSSWebPayment</i>	\$12,225	2018-051r2
Annual Support Charges (will be prorated for portion of year applicable): <i>TiPSSCashRegister – 3 full-access Workstation Licenses</i>	\$1,708	2018-051r2
GRAND TOTAL – full-year support	\$13,933	

Note 1: Support Charges for the first year will be prorated for the portion of the months remaining upon the Go-Live Date.

Note 2: Support Charge rates shall not increase by more than 3-5% annually.