AMENDMENT TWO TO SYSTEM PURCHASE AGREEMENT

This Amendment Two (this "Amendment") to the System Purchase Agreement (the "Purchase Agreement") by and between TriTech Software Systems ("TriTech"), and the County of Monterey ("Client"), dated as of December 15, 2015, is hereby entered into as of the last date of signature below (the "Effective Date"). Except as modified herein, all other terms and conditions of the Purchase Agreement, as previously amended, shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Purchase Agreement, the terms of this Amendment shall control.

WHEREAS, TriTech and Client desire to amend the Agreement to add an Inform CAD to Shotspotter Interface as a post Go Live Deliverable, per the attached TriTech Quotation QUO-71360-6SOTB6 dated 7/22/2016 attached hereto as Exhibit A.

NOW THEREFORE, the parties hereto agree as follows:

1. The Inform CAD to Shotspottter Interface will be implemented as a separate Deliverable, which is funded separately and will be invoiced separately from the initial Project Contract Price. Pricing and payment terms for this Amendment are set forth in TriTech Quotation QUO-71360-6SOTB6 attached hereto as Exhibit A. Implementation of the Shotspotter Interface shall not affect Go Live or Final System Acceptance for the initial Project. The Shotspotter Interface will be licensed in accordance with the license provisions of the Purchase Agreement, and supported under the terms of the Software Support Agreement entered into coincident with the Purchase Agreement. Exhibit B hereto provides the Statement of Work for implementation of the Shotspotter Interface.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Amendment as of the day and year first above written.

COUNTY OF MONTEREY

Accepted By (Signature)

Mike Derr
Printed Name

Contracts / Purchasing Officer
Title

Date

TRITECH SOFTWARE SYSTEMS

Accepted By (Signature)

Tony Eales, President and CEO
Printed Name and Title

31 May 2017
Date

Accepted By (Signature)

Blake Clark, Secretary and CFO
Printed Name and Title

31 May 2017
Date

EXHIBIT A

TriTech Quotation QUO-71360-6SOTB6 (attached)

))) TRITECH
SOFTWARE SYSTEMS

Proposal/Sales Quotation

Quotation QUO-71360-6SOTB6	Quotation Date: 7/22/2016

General & Client Information

Agency Name:	Monterey County Emergency Communications Department	**Bill To:** 1322 Natividad Road Salinas CA USA 93906
System Description:	Inform CAD - Shotspotter Interface	
Client Contact:	William Harry	
Contact Phone:	(831) 769-8880	**Ship To:** 1322 Natividad Road Salinas CA USA 93906
Contact Email:	harryw1@co.monterey.ca.us	
Expiration Date:		
Presented By:	Martha Chavez	

Project Products & Services

TriTech Implementation Service Fee(s)

Custom Solution(s)

Product Name	Unit Price	Qty	Total Price
Inform CAD - Shotspotter Interface	$55,650.00	1	$55,650.00

Custom Solution(s) Total: **$55,650.00**

Project Related Fee(s)

Product Name	Unit Price	Qty	Total Price
Project Management	$7,791.00	1	$7,791.00

Project Related Fee(s) Total: **$7,791.00**

Annual Maintenance Fee(s) (Year 1)

Product Name		Support Level		Total Price
Inform CAD - Shotspotter Interface	-	24 x 7		$12,243.00

Annual Maintenance Fee(s) (Year 1):	$10,017.00
Continuous Upgrade Fee(s) (Year 1):	$2,226.00
Annual Maintenance Fee(s) (Year 1) Total:	**$12,243.00**

Project Total: $75,684.00

Estimated Sales Tax:	Taxable sales: $0.00	Subtotal: $75,684.00
(State: at %)		Sales Tax Amount: $0.00

Quote Total: $75,684.00

Terms and Conditions

Payment terms are as follows

100% of total due at time of order.

Software License Terms:

The Software is licensed for use by Client in accordance with the software licensing terms of the System Purchase Agreement currently in effect between TriTech and Client. Acceptance for the Software may be defined in the Statement of Work ('SOW'), if not, the Software licenses shall be deemed accepted on delivery.

Acceptance for the TriTech Software licenses included in the Quotation will be governed by the standard terms set forth in TriTech's System Purchase Agreement, which shall supersede any prior System Purchase Agreement. Any changes to scope of testing may result in a price increase for services.

The annual Software Support Services for the TriTech Software licenses are provided for a period of twelve-months from the Installation date and shall be governed by the existing Software support Agreement currently in effect between TriTech and Client. Support fees will be prorated at renewal of the existing support term to adjust to the term to be co-terminous with the existing support agreement term.

Sales Tax:

Any estimated sales and/or use tax has been calculated as of the date of quotation and is provided as a convenience for budgetary purposes. TriTech reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide TriTech with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your order is placed, if you are exempt from sales tax.

General Terms:

The items in this quotation are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from TriTech.

The scope of Deliverables for this order will be limited to the Software, Services, and Support and Maintenance that is explicitly listed herein for the listed quantities.

This order provides Software licenses as well as required deployment services only for the environments that are explicitly listed herein (Production, Test, Training, Disaster Recovery, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project.

All services will be performed during normal business hours, unless otherwise stated in this quotation for specific service deliverables.

Deployment and implementation of TriTech Software and Services are based upon Client's provision and compliance with TriTech's System Planning Document.

TriTech reserves the right to adjust this Quotation as a result of changes including but not limited to project scope, deliverables (TriTech Software, or third party software or hardware, including changes in the hardware manufacturer's specifications), services, interface requirements, and Client requested enhancements.

	Send Purchase Orders To:
Quotation Issued by: Martha Chavez Email: martha.chavez@tritech.com Phone: (858) 799-7838	TriTech Software Systems 9477 Waples Street, Suite 100 San Diego, CA 92121 Or Email: salesadmin@tritech.com Or Fax: (858) 799-7015
	Remit Payments To: TriTech Software Systems PO Box # 203223 Dallas, TX 75320-3223

Accepted for Client

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate your order, check the appropriate box below and, either, (i) attach a copy of this quotation to your purchase order when it is remitted to TriTech, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this quotation to 1-858-799-7015 or email to salesadmin@tritech.com to indicate your acceptance.

☐ Purchase Order required and attached, reference PO# _____ on invoice.

☐ No Purchase Order required to invoice.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt. Please contact me if TriTech does not have my current exempt information on file.

_____
Client Agency/Entity Name

_____   _____
Client Authorized Representative   Title

_____   _____
Signature Client Authorized Representative   Date

EXHIBIT B

Statement of Work – Monterey County Shotpspotter Interface (attached)

))) TRITECH
SOFTWARE SYSTEMS

STATEMENT OF WORK

Monterey County – Shotspotter Interface

Version 1

))) TRITECH
SOFTWARE SYSTEMS

Document Control

Date	Version	Details/Changes	Author
11/08/16	1	Initial Version	D. Doepke

Table of Contents

1 OVERVIEW

1.1 Statement of Work

This Statement of Work (SOW) defines the services and Deliverables that TriTech Software Systems will be providing to **Monterey County** hereinafter referred to as "Client".

This project description includes the Services and Deliverables specified by the Agreement, including if applicable, TriTech Software and Services, Subcontractor activities, Third Party products and services for the implementation of the System and Subsystems specified in the Agreement (collectively the "Project").

The number and type of software licenses, products, or services provided by TriTech are specifically listed in the Agreement and any reference within this document does not imply or convey software licenses or services that are not explicitly listed in the Agreement.

None of the work included in the Agreement will begin until completion and acceptance of the Monterey County CAD project (SO#6372).

1.2 General Client Responsibilities

In addition to those Client responsibilities stated elsewhere in this SOW, the Client is responsible for:

1) Electrical facilities (e.g., outlets, generator and other electrical infrastructure facilities) required for this project, including necessary maintenance.

2) Cabling (e.g., power, network, interface and other electrical and data transmission lines) required for this project, including necessary maintenance.

3) Network/communications connections (e.g., LAN/WAN, commercial wireless, telephone, VPN, and other voice/data connections), or ongoing network/communications charges associated with installation, operation or support of the proposed system including the establishment and maintenance of security accounts.

4) Configuration and/or programming of network routers, switches and bridges – this includes providing information to TriTech staff on any firewalls within the overall network that the system will operate and necessary port access for the system to operate in accordance with TriTech documentation.

5) The installation, configuration, maintenance (including patch management and upgrades of Microsoft software required by the System.

6) The installation of servers into racks and the connection of such servers to network switches.

7) The assignment of machine names and IP addresses for servers to be utilized by the System. This includes joining the servers to the network and the assignment of security accounts as specified by TriTech documentation.

8) Any hardware and third party software necessary for implementing the system other than the hardware and third party software listed in the Agreement as a TriTech Deliverable (listed as a line item in the Price and Payment section) for the Agreement. This will include workstations, server hardware, network equipment, telephone or TDD equipment, performance test software, Microsoft or Disaster Recovery Software and the like.

9) Configuration, maintenance, testing, and supporting the Third Party Systems that the Client operates and which will be interfaced with as a part of this project. The Client is responsible for maintaining and supporting these systems in good working order. The Client is responsible for providing Application Programming Interface (API) documentation to these systems that document the integration process for the level of interface integration as described by TriTech's Interface IRD's. The Client is also responsible for any cost associated with the development, or configuration of the Third Party System Vendor side of the Interfaces.

10) Consoles, furniture or fixtures as well as any modifications to install equipment used for Systems or Subsystems specified by the Agreement into existing consoles, furniture, vehicles or existing facilities. Installation of Workstations into consoles, furniture, vehicles or like items is the responsibility of the Client.

11) Active participation of the appropriate personnel with the necessary background knowledge and availability in the Project meetings and working sessions during the course of the Project. Examples of such implementation sessions are planning sessions, Testing, Training, regular Project meetings, discussion regarding Interfaces, system installation planning, and the like.

12) The provision of Code Files and GIS data as requested by TriTech staff. This information must be provided on a timely basis in order to meet the project timelines. This information will be provided in a format requested by TriTech staff in accordance with TriTech Documentation.

13) The timely review and approval of Project documentation as further defined in this SOW.

14) Provide a facility with the required computer and audio-visual equipment for training.

15) TriTech pricing for this Project assumes that all Client supplied products and services required to support the project will be delivered according to this agreed to Statement of Work, based upon a mutually agreed upon project schedule. This timeline will require a commitment by Client staff to attend project meetings, attend training, and execute action items in a timely fashion. Should the Client find that it is unable to support the agreed to schedule, TriTech reserves the right to execute a mutually agreed to Project Change Order. The Change Order will make the necessary modifications to schedule and/or scope of the project and, if applicable, allow TriTech to recoup any additional costs which may be incurred by TriTech as a result of Client delays.

16) The Client is responsible for providing remote connectivity to TriTech for the purpose of installation, configuration, testing, and troubleshooting of TriTech's applications at the Client site. TriTech's approved remote connectivity methods are described in the System Planning Document.

1.3 Project Exclusions

1) TriTech Software Systems provides software applications that it develops. These applications are sold as and are considered to be "Commercial off the Shelf" (COTS) software packages. The

functionality of these products will be based on TriTech's current design and functionality of these COTS products, unless otherwise indicated in the Agreement.

2) Work, software, services, hardware, Systems, Subsystems, product/software modifications, or any other deliverables not explicitly stated in the Agreement will not be included in the Project.

3) Any modification to TriTech standard products or customizations to such products that are not explicitly stated in the Agreement are excluded from the scope of this Project.

4) Changes in scope will only be executed through a mutually agreed upon Change Management Process.

5) TriTech is not responsible for the deficiencies in the Client's internal or contracted network to support remote Inform CAD or other subsystem workstations.

6) TriTech is not responsible for the deficiencies in a Client's internal or contracted network to support some of the extended features of Inform Mobile products due to bandwidth or limitations in wireless coverage.

7) TriTech is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by the third party vendors engaged in the re-hosting of the standard or custom interfaces, unless the work is defined under a subcontract with TriTech within the scope of this Agreement.

2 PROJECT DELIVERABLES

2.1 Overview of Project Deliverables

The Statement of Work for this project incorporates the following services and major deliverables:

- Review and update an Operational Scenario Document (OSD) to confirm the operational needs and technical requirements for the support of the Shotspotter Interface only

- Engineering services to create an interface between the TriTech INFORM CAD system and the Shotspotter Interface.

- Project Management services per the Agreement in accordance with the approved plan outlined in Section **Error! Reference source not found.**, **Error! Reference source not found.**, and schedule for the project.

- All installation and configuration activities, as well as upgrades for this project will be performed remotely.

The project is organized in several tasks, based on a mutual agreement between the parties. The details of these tasks are described in later sections of this SOW.

The Agreement specifies the project installation and project management services included in this Project by subtask and in the quantities agreed upon. This includes the performance of their respective tasks as per TriTech standard processes; using TriTech approved tools and methodologies.

The only reference for the number and type of project installation and project management services is in the Agreement. Any reference within this document to services associated with a specific task does not imply or convey a service or requirement not listed in the Agreement.

Please note that all project services will be performed during normal business hours, defined as 8:00-5:00 PM Pacific Time. If the Client desires to perform the services outside of these hours, additional fees will apply.

2.1.1.1 Standard TriTech Software Deliverables

The functionality provided by Standard TriTech Software Products, including Interfaces (the core TriTech Software and Interfaces without any Modifications) is defined by TriTech Standard documentation such as User and Administration Guides for TriTech's major Subsystems such as Inform CAD, Inform Mobile, Inform CAD Browser, and Inform CAD GISLink and other Standard Software products at the agreed upon revision level of each product per the Agreement. Standard Interface Requirement Documents (IRD) defines the functionality of the Standard Interfaces. These documents are standard, published TriTech documents, and are not specific to a Client.

Any Modification to the functionality of Standard TriTech Software within the System, or Subsystems, shall follow the Change Management Process as described in 5.2, Change Management Process. The scope of the Modification will be described in an OSD. Release of all Modifications to TriTech's Standard Interfaces will follow Subsystem release cycles (i.e., Inform CAD, and the like).

2.1.1.2 Contracted Custom Interface Software

Custom Interfaces to be created by TriTech are identified as individual software licenses in the Purchase Agreement. A high level description of the intended functionality and scope is attached as part of **Error! Reference source not found.** to this SOW. The detailed functional scope of any custom Interface procured through the Purchase Agreement will be defined by an OSD, which will be developed and delivered to the Client during the project.

Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

3 TRITECH PROJECT ROLES AND RESPONSIBILITY

3.1 Overview

TriTech will appoint a team of specialized personnel that will implement the Project under the direction of TriTech's Project Manager. The team will be multi-disciplinary and the team members may specialize in different products or Subsystems. Team members may be engaged in different phases of the Project as necessary and in some cases are involved in the Project for a limited timeframe. Any personnel changes by TriTech will be discussed with and agreed upon by the Client in advance. Such agreement will not be unreasonably withheld.

The descriptions of personnel roles noted below provide an overview of typical Project team members. Other personnel may be involved under the direction of the TriTech Project Manager in order to complete the requirements of the Project.

3.2 TriTech Project Manager

TriTech has appointed a TriTech Project Manager as the principal TriTech contact who will be responsible for managing TriTech's responsibilities related to the implementation of the Project, as described in this SOW and within the scope of the Agreement.

The Project Manager utilizes a standardized methodology for project implementation, project management, and risk identification and management. TriTech's Project Manager is responsible for Project scheduling and management of TriTech Project personnel and applicable Subcontractor/supplier resources, budget management, identification and management of Project risks, and communication with the Client's Project team. The TriTech Project Manager will be responsible for the collaborative coordination of Client resources in an effort to ensure that avoidable Project delays will be minimized.

The Project Manager will not be managing other sales related activities, unless they are added to the scope of this Project.

3.3 System Engineer

During implementation, a Systems Engineer's involvement is typically limited to assisting the Client Installation Services team with non-standard or complex interfaces, such as Proxy (Records Check), that they may need additional expertise to assist with, or to participate in troubleshooting issues that come up during the re-host.

3.4 Technical Upgrade Analyst

TriTech's Technical Upgrade Analyst (TUA) provides the TriTech software to be applied during the upgrade process works with the Client to ensure the environment has been prepared for the upgrade by reviewing required software revision levels and verifies the software is available in the expected directories for use. The TUA then performs the upgrade and a post-upgrade verification.

4 RECOMMENDED CLIENT ROLES AND RESPONSIBILITIES

4.1 Overview

Implementation of the Subsystems in a manner that meets the Client's operational needs requires collaboration with the Client's team. In general, the Client's Project team should include staff experienced in the operation and administration of the Client's current public safety technology systems as applicable to the scope of this project. For this project, active participation of City of Austin IT staff and subject matter experts will be a key factor in the success of the Project.

4.2 Project Manager

The Client's Project Manager is the principal Client contact who will manage a team of Client Project personnel. The Client's Project Manager manages and coordinates Client's resources responsible for completing assigned Project tasks and activities.

Activities include facilitating Project Schedules and meetings, timely approval and processing of invoices, review and approval of Task Completion Reports ("TCRs"), Project plans, applicable configuration sheets such as Installation Service Worksheets, approval of the Project documentation and management of the Client's staff. Additionally the Client's Project Manager is responsible for coordinating the efforts, activities, and communications between TriTech and third party vendors that are not TriTech Subcontractors, as well as any deliverables from these vendors to the Project.

4.3 System Administrator

The Client's System Administrator is the individual primarily responsible for managing the technical back-end of the System including Windows, SQL Server, network, hardware, data back-ups and log management. This individual is the primary technical point of contact representing the Client.

Activities for this position include 1) management of Microsoft Windows Operating System including patches and service packs; 2) management of Microsoft SQL Server including patches and service packs; 3) implementation of software prerequisites (in accordance with TriTech Documentation) on computers as needed for current operations and System upgrades; 4) monitoring, management and maintenance of the Client's network including LANs, WANs, wireless networks, security accounts and support connectivity (in accordance with TriTech Documentation); and 5) hardware maintenance and troubleshooting; file and data back-ups and software and error log management.

Time commitment will vary with the number of computers on the system, the complexity of the network (including the use of a WAN) and the number of personnel to be managed in network access. If the System LAN is connected to the Client's administrative LAN/WAN[1], coordination will be important to avoid problems with the Client's network traffic.

4.4 Subject Matter Experts

Input from subject matter experts in all applicable areas (Inform CAD, Inform Mobile, Inform RMS, Inform FBR, Inform Jail, and each of the Interfaces and external Systems that integrate with TriTech Systems) is essential to successful implementation of the system. The subject matter expert(s) in each area are the individuals who are knowledgeable about the current operational and technical specifications of

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[1] TriTech recommends a dedicated LAN for CAD as documented in the System Planning Document.

the system, the data flow between and among different applications, and any limitations associated with each application.

For Standard and Custom Interfaces, subject matter experts may be from the Client Agency, and third party vendors. If the vendors are not TriTech Subcontractors, the Client will be responsible for engaging them in necessary discussions and documentation of the requirements.

The Client should involve a fully dedicated person or persons during the scheduled activities, such as requirements analysis, demonstration of the applications (if applicable), review of requirements documentation, the testing process, and other events that are described in later sections of this SOW. Post implementation, the involvement of the subject matter experts should be limited to maintenance only.

5 PROJECT CONTROLLING PROCESSES

5.1 Overview

Project Controlling Processes are established early in the Project life cycle during the Planning Phase and described within the Project Management plans. Project Control is the process that includes completing regularly scheduled Project progress meetings and the use of regularly delivered Project progress reports, as well as implementing the processes needed for Communication Management, Risk Management, and Change Management. The process begins during the initiation process and concludes at the end of the Project.

The establishment of defined processes for Client communication (contact persons and reporting methods) provides a basis for effective and regular communication. This supports the previously noted processes necessary for successful Project outcome.

As part of the Controlling Processes, TriTech utilizes a series of measurements and management reviews to mitigate the effect of these variances. Checkpoints or milestones are planned into each phase of the Project to measure performance and determine if the Project is ready for the next phase.

Checkpoints are key tasks that act as gates to the next phase of a project. A delay in a milestone may cause a delay in starting or completing subsequent tasks; in effect creating a risk to the overall Project. Therefore, TriTech's Project staff closely monitors checkpoint tasks and milestones and promptly notifies the Project Manager of any delay or failure with a milestone task. Milestone delays on the part of either party will trigger an overall review of Project activities so that risks can be assessed and properly managed. In the event that either party becomes aware of a delay, notification shall be provided to the other party as soon as reasonably possible.

Evaluation of overall Project status at each checkpoint is essential to ensure that the Project is effectively progressing toward completion and that new risks are not being introduced. In many cases, Project activities leading to a checkpoint are interrelated to later scheduled tasks. Success at checkpoints diminishes the risk to the Project going forward.

Incomplete actions at a checkpoint may prompt delays and a rescheduling of the Project. Depending upon the importance of the Deliverable, these kinds of delays can have a cascading effect upon the Project Schedule including training and Go Live Task Completion Reports

As part of the Project controlling process, upon completion of significant milestones and or tasks, TriTech will submit a Task Completion Report ("TCR") to the Client. The TCR serves as a formal tool for the purpose of verifying with the Client that the work has been performed, services rendered, and products delivered according to the requirements specified within the SOW and/or related documents.

TCRs are presented to the Client by TriTech's Project Manager for signature. Some TCRs may trigger a Project payment, in accordance with the payment terms within the Purchase Agreement. Upon execution of a TCR that is tied to a Project payment milestone, the Client will receive an invoice from TriTech's accounting department which must be paid based on the terms and conditions of the Purchase Agreement.

The TCR will include the following information:

1. Description of Work performed and products delivered.
2. Comments noting any special circumstances.
3. Product/Service deliverables listing the contract line items that are being recognized as delivered and will be invoiced.
4. Related Payment Terms in accordance with the Purchase Agreement, for contract line items that will be invoiced relative to the TCR.

5.1.1 TriTech Responsibilities

a) TriTech will prepare and submit TCRs for Client's signature upon completion of the applicable task.

b) The TCR will cite the appropriate SOW reference.

c) TCRs that trigger a payment will include the payment amount in accordance with the Purchase Agreement payment schedule.

5.1.2 Client Responsibilities

a) Client will review and approve TCRs within a five (5) business day period from the time of receipt less any challenges to the validity of the report.

b) In the event that Client disagrees with a TCR, Client shall submit to TriTech a written explanation detailing why the Client believes that the subject of the TCR and/or tasks have not been completed in accordance with the Purchase Agreement or this SOW. Such notification from the Client shall be provided to the TriTech Project Manager within five (5) business days of receipt of the TCR.

5.2 Change Management Process

Either party can request changes to the scope of the project at any time. Since a change may affect the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Purchase Agreement for this SOW, both parties must approve each change in writing and agree on the impact each change may have on the Purchase Agreement and related attachments.

The purpose of the Change Management Process is to manage any significant changes to the Project as described in this SOW or related documents as referenced within the SOW. These changes may include, but are not limited to a modification to Project scope, Standard or Custom products' functionality, TriTech and Client's identified roles and responsibilities, Project payment terms, and modifications to the scope or delivery location of services within the Project. All significant changes must be documented

through the Change Management Process. The type of documentation needed will depend on the nature and significance of the change.

A Project Change Order will be the vehicle for communicating and approval of the changes. Whether initiated by the Client or TriTech, all Change Orders will be documented by the TriTech Project Manager. The Change Order shall describe the requested change, the party requesting the change, and the effect the change will have on the project, including the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Purchase Agreement for this SOW.

All Change Orders must go through the TriTech's internal approval process before they can be presented to the Client for review and approval. Once the Change Order is generated, the Client Project Manager and TriTech Project Manager will review the proposed change and communicate as necessary to answer any questions, and/or work to resolve any issues preventing acceptance of the Change Order by both parties. Upon the approval by both parties the Change Order will be authorized for implementation.

The creation of some Change Orders may, depending upon the scope of the requested change, require fees in order for TriTech to properly investigate and scope of the requested change. If additional fees are required by TriTech to create a Change Order, those fees will be identified and communicated to the Client Project Manager prior to TriTech's investigation of the requested change. In such situations, TriTech will only proceed with the investigation required to create the Change Order if the Client has agreed to pay the additional fees associated with creation of the Change Order.

Additional deliverables or Project deletions in terms of Software and services will require a mutually agreed upon Change Order. It must be noted that the later in the Project that a change is requested, the greater the likely impact in terms of costs, risks, and timescale. It is recommended that the Client not delay any review activity as it is a best practice to discover potential changes as early as possible. In some cases, it may be more appropriate to plan modifications for post Go Live delivery.

5.2.1 TriTech Responsibilities

a) Change Orders will be prepared for submission to the Client when required.

b) Where Project changes require Engineering-level modifications, TriTech will perform requirements capture necessary to prepare required documentation including a high level description of the change for Client review and approval.

c) Where Project changes require Engineering-level modifications, Client will be informed of the delivery mechanism (version and schedule).

5.2.2 Client Responsibilities

a) When applicable, the Client will identify the services or deliverables that will be subject to a Change Order, per the Purchase Agreement between both parties.

b) When applicable, the Client will identify changes to features or functionality related to CAD, Mobile, Interfaces or any other Subsystems that will require a change order. This process may also include participation with the requirements process.

c) Client will approve and process Change Orders as in a timely manner.

6 IMPLEMENTATION TASKS

The installation and configuration upgrade activities for this Project have been organized in several "Tasks". The following list of tasks to be completed is provided based upon to-date planning for the execution of the steps involved in this project. These steps may change based upon more current information at the time of their execution or as the result of the outcome of any previous step. Any changes in the tasks to be completed, or their order of execution must be mutually agreed upon by both TriTech and the Client, and documented via the Change Control Process.

6.1 Task 1 – Review OSD

Review and update of the OSD to confirm the operational needs and technical requiements for the support of the Shotspotter interface.

6.1.1 Client Responsibilities

a) Review OSD and provide input for any required changes

b) Provide requested third party documentation to assist in this effort (i.e. API, SDK)

c) Insure all proper technical and operational staff are involved in the review process

d) Sign the provided TCR

6.1.2 TriTech Responsibilities

a) Facilitate the review of the OSD, and provide input for any required changes

b) Update the OSD

c) Provide a TCR to Client, documenting agreement on the completed OSD

Completion Criteria:

This task is complete when both parties have agreed upon the compelted OSD. Completion will be documented with a TCR.

6.2 Task 2 – Engineering of Interface

Based on the OSD, TriTech staff will create the interface. All work will be performed remotely.

6.2.1 Client Responsibilities

a) Assist with any questions or clarifications requested by TriTech

6.2.2 TriTech Responsibilities

a) Create the interface, per the agreed upon OSD

Completion Criteria:

This task is complete upon TriTech's notification to Client that interface is ready for testing.

6.3 Task 3 – Interface Testing

Installation and testing of the Interface in the Client's Test system.   Testing may take multiple iterations.

6.3.1 Client Responsibilities

a) Provide remote access to TriTech staff to support installation and testing

b) Coordinate necessary third party participation in testing

c) Coordinate all necessary operational notifications to support testing

d) Perform system configuration changes, as instructed by TriTech

e) Perform interface testing with TriTech

f) Report issues to TriTech, per the guidelines of the agreed upon System Support Agreement

g) Sign the provided TCR

6.3.2 TriTech Responsibilities

a) Install interface on Client's Test Server

b) Provide necessary system configuration changes needed to support the interface to Client

c) Perform interface testing with Client

d) Correct identified issues found during testing

e) Provide a TCR to Client, documenting agreement on the completed OSD

Completion Criteria:

This task is complete when TriTech and Client has completed testing of the Interface, and agreement is made that the Interface can be installed in the Live environment. Completion will be documented with a TCR.

6.4 Task 4 – Installation of Interface in Live Environment

Upon successful completion of testing, the Interface will be installed into the Client's Live environment at an agreed upon time. All work related to this installation will occur remotely, and during regular business

hours. Any required system downtime to facilitate this installation with be identified and communicated to the Client.

6.4.1 Client Responsibilities

a) Work with TriTech to determine an appropriate time for installation of the interface into the Live environment

b) Make all proper Operational notifications

c) Coordinate all Third Parties to support the interface

d) Perform all System Configuration changes necessary to support the interface

e) Monitor and notify TriTech of any issues, per the System Support Agreement

f) Sign the provided TCR

6.4.2 TriTech Responsibilities

a) Work with Client to determine an appropriate time for installation of the interface into the Live environment

b) Notify Client of any expected downtime or system impact

c) Install Interface onto the Client's Live system

d) Notify Customer Support of completed status

e) Provide a TCR to Client, documenting agreement on the completed OSD

Completion Criteria:

This task is complete when the interface has been installed into the Live system. Upon completion of this task, the project will be deemed completed and closed.

7 PROJECT CLOSURE

When all pre and post go live project deliverables have been completed, Project Closure activities will take place. Support of the System and Subsystems are transitioned to TriTech's Technical Services Group. Any remaining Project related administrative tasks are completed by TriTech and Client. Project documentation is archived and primary Client interaction is officially handed over from the TriTech Project Manager to the TriTech Account Executive.

7.1 System Transition

Following completion of the tasks involved in the project, the systems transition from the project team to the support team. This transition will change the Client's primary point of contact from the Project Manager to a designated Account Executive(s). Software support will be handled through the Client Services Department. The Client's issues will be entered, tracked and managed via SalesForce, a computerized and web-enabled issues tracking system.

7.1.1 TriTech Responsibilities

a) Provide payment reconciliation, final TCRs and final invoices.
b) Transition the TriTech point of contact from the Project Manager to the Regional Sales Manager and Support department.
c) Provide continued support based on terms of Purchase Agreement.

7.1.2 Client Responsibilities

a) Provide approval of Project TCRs within five (5) business days.
b) Provide payment reconciliation and payment of final invoices.