AMENDMENT THREE TO SYSTEM PURCHASE AGREEMENT

This Amendment Three (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 interface to Harris Symphony Fire Station Alerting (the "Interface"), per the attached TriTech Quotation QUO-39431-3KRDC3 dated 12/17/2017 attached hereto as Exhibit A.

NOW THEREFORE, the parties hereto agree as follows:

1. The addition of the Interface 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 Exhibit A. Acceptance of the Interface will occur at completion of implementation.

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
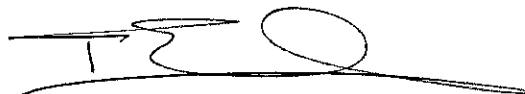
Accepted By (Signature)

Mike Derr
Printed Name

Contracts / Purchasing Officer
Title

5-18-18
Date

TRITECH SOFTWARE SYSTEMS

Accepted By (Signature)

Tony Eales, President and CEO
Printed Name and Title

21 December 2017
Date

Accepted By (Signature)

Blake Clark, Secretary and CFO
Printed Name and Title

21 December 2017
Date

EXHIBIT A

TriTech Quotation QUO-34931-3KRDC3 (attached)

))) TRITECH
SOFTWARE SYSTEMS

Proposal/Sales Quotation	
Quotation QUO-39431-3KRDC3	Quotation Date: 12/17/2017

General & Client Information

Agency Name:	Monterey County Emergency Communications Department	**Bill To:** 1322 Natividad Road Salinas CA USA 93906
System Description:	Monterey County Inform CAD Interface to Harris FSA	
Client Contact:	William E. Harry, ENP	
Contact Phone:	(831) 769-8880	**Ship To:** 1322 Natividad Road Salinas CA USA 93906
Contact Email:	harryw1@co.monterey.ca.us	
Expiration Date:	2/28/2018	
Presented By:	Nicholas Dunigan	

Project Products & Services

TriTech Implementation Service Fee(s)

Custom Solution(s)

Product Name	Unit Price	Qty	Total Price
Inform CAD to Harris Symphony Fire Station Alerting	$7,000.00	1	$7,000.00

Custom Solution(s) Total: **$7,000.00**

Project Related Fee(s)

Product Name	Unit Price	Qty	Total Price
Project Management	$980.00	1	$980.00

Project Related Fee(s) Total: **$980.00**

Annual Maintenance Fee(s) (Year 1)

Product Name	Support Level	Total Price
Inform CAD to Harris Symphony Fire Station Alerting	8 x 5	$1,260.00

Annual Maintenance Fee(s) (Year 1):	*$980.00*
Continuous Upgrade Fee(s) (Year 1):	*$280.00*
Annual Maintenance Fee(s) (Year 1) Total:	*$1,260.00*

Project Total: $9,240.00

Estimated Sales Tax:	Taxable sales: $0.00	Subtotal: $9,240.00
(State: at %)		
		Sales Tax Amount: $0.00

Quote Total: $9,240.00

Terms and Conditions

Payment terms are as follows

50% of all Software, Services, Support and fixed travel fees are due at time of order -and- 50% of all Software, Services, Support and fixed travel fees are due upon installation or completion of services (whichever comes later).

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.

Quotation Issued by: Nicholas Dunigan **Email: nicholas.dunigan@tritech.com** **Phone: (858) 799-7813**	Send Purchase Orders To: **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.
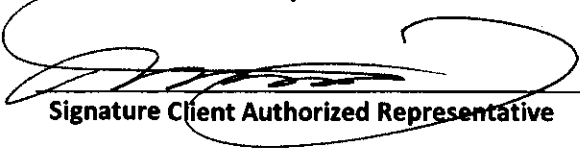
County of Monterey
Client Agency/Entity Name

CONTRACTS / PURCHASING OFFICER
COUNTY OF MONTEREY

Michael R. Derr
Client Authorized Representative   **Title**

5-18-18
Signature Client Authorized Representative   **Date**