

AMENDMENT FOUR TO SYSTEM PURCHASE AGREEMENT

This Amendment Four (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 a Standard Inform CAD to Third Party CAD Interface, in accordance with TriTech Quotation QUO-49224-4MZSC4, dated 11/6/2018, 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

TRITECH SOFTWARE SYSTEMS

Accepted By (Signature)
Mike Derr
Printed Name
Contracts / Purchasing Officer
Title
Date

Accepted By (Signature)
Simon Angove, CEO and President
Printed Name and Title
11/28/18
Date
Accepted By (Signature)
Brad Surminsky, CFO and Secretary
Printed Name and Title
11/28/18
Date

EXHIBIT A

TriTech Quotation QUO-49224-4MZSC4 dated 11/6/2018

(Attached)

Proposal/Sales Quotation

Quotation QUO-49224-4MZSC4

Quotation Date: 11/6/2018

General & Client Information

Agency Name: Monterey County Emergency Communications Department CA System Description: Monterey CAD to CAD Client Contact: Olivia Madrigal Contact Phone: (831) 769-8884 Contact Email: madrigalo@co.monterey.ca.us Expiration Date: 8/24/2018 Presented By: Mistiza Colebank	<u>Bill To:</u> 1322 Natividad Rd Salinas, CA, USA, 93906 <u>Ship To:</u> 1322 Natividad Rd Salinas, CA, USA, 93906
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Project Products & Services

TriTech Software License Fee(s)

Inform CAD Software License Fee(s)	Unit Price	Qty	Total Price
Standard Inform CAD to Third-Party CAD Basic Interface	\$40,000.00	1	\$40,000.00
<i>Inform CAD Software License Fee(s) Subtotal:</i>			<i>\$40,000.00</i>

TriTech Software License Fee(s) Total: \$40,000.00

TriTech Implementation Service Fee(s)

Custom Solution(s)

Product Name	Unit Price	Qty	Total Price
Additional Engineering Services Not to Exceed 40 hours	\$8,000.00	1	\$8,000.00
Custom Solution(s) Total:			<u>\$8,000.00</u>

Project Related Fee(s)

Product Name	Unit Price	Qty	Total Price
Project Management	\$6,720.00	1	\$6,720.00

Project Related Fee(s) Total: **\$6,720.00**

Annual Maintenance Fee(s) (Year 1)

Product Name	Support Level	Total Price
Standard Inform CAD to Third-Party CAD Basic Interface	24 x 7	\$8,800.00
	<i>Annual Maintenance Fee(s) (Year 1):</i>	<i>\$8,448.00</i>
	<i>Continuous Upgrade Fee(s) (Year 1):</i>	<i>\$352.00</i>
	Annual Maintenance Fee(s) (Year 1) Total:	\$8,800.00

Project Total: \$63,520.00

Estimated Sales Tax: (State: at %)	Taxable sales: \$0.00	Subtotal: \$63,520.00
		Sales Tax Amount: \$0.00

Quote Total: \$63,520.00

Summary Information & Project Notes

This proposal is for a Basic Inform CAD To 3rd party CAD interface utilizing the Inform CAD API.

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. Except as expressly identified in this Quotation as a line item to be provided by TriTech, all required computer hardware, third party system/database software, peripherals, network components and third party items shall be provided by the Client. All such Client provided third party items must meet TriTech's recommended specifications.

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.

Standard Interfaces are developed and enhanced within TriTech's version process for the TriTech Software applications (such as CAD). Changes to standard Interfaces will require adherence to the development life cycle therein. Updates or upgrades to standard Interfaces that are delivered within this life cycle will require the Client's system to be on the current production release of the TriTech Software application(s).

<p>Quotation Issued by: Ann Conway Email: ann.conway@tritech.com Phone: (858) 799-7929</p>	<p><u>Send Purchase Orders To:</u></p> <p>TriTech Software Systems 9477 Waples Street, Suite 100 San Diego, CA 92121</p> <p>Or Email: salesadmin@tritech.com Or Fax: (858) 799-7015</p>
	<p><u>Remit Payments To:</u></p> <p>TriTech Software Systems PO Box # 203223 Dallas, TX 75320-3223</p>

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