

**NORTH CAROLINA
DURHAM COUNTY**

IT SERVICE CONTRACT

THIS CONTRACT is made and entered into this __ day of _____, 2018, by and between the **COUNTY of DURHAM**, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and **TRITECH SOFTWARE SYSTEMS**, a corporation duly authorized to do business in the state of North Carolina, (hereinafter referred to as "CONTRACTOR").

COUNTY is a current end user of CONTRACTOR Software Applications (VisionCAD, and VisionMobile) and desires to upgrade to CONTRACTOR'S Inform CAD and Mobile applications as further defined in this Contract.

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

- 1. DEFINITIONS.** Capitalized terms not otherwise defined herein shall have the meanings set forth in "Attachment D" hereto.
- 2. SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this contract pursuant to the Scope of Services attached hereto as "Attachment A" (also referred to herein as the "Services"); and for the pricing set for in CONTRACTOR'S quotation attached hereto as "Attachment B". The project is more fully defined in CONTRACTOR's Statement of Work, attached hereto as "Attachment G". The timeframe for provision of the Services will be set forth in the mutually agreed upon Project Schedule to be developed following contract signature. In the case of any conflict between the terms within the body of this contract and its Attachments, the terms of this contract shall control.

The COUNTY and SHERIFF OF DURHAM COUNTY (hereinafter referred to as "SHERIFF") will perform on-going contract monitoring to ensure that the terms of this contract are complied with. CONTRACTOR agrees to cooperate with the COUNTY and SHERIFF in its monitoring process and provide documentation and/or information requested during the term of this Agreement for the purpose of monitoring the services provided by CONTRACTOR.

- 3. TERM OF CONTRACT.** The Term of this contract for services is from the 1st of November, 2017 to the 30th of June 2019 unless otherwise terminated as provided herein. The software licenses granted to the COUNTY under this Agreement in accordance with "Attachment E" are perpetual unless otherwise terminated in accordance with the termination provisions of this Agreement. Support for the CONTRACTOR Software applications licensed to the COUNTY is provided on an annual basis in accordance with "Attachment F" hereto, and shall be consolidated into the Annual Support Renewal contract.
- 4. PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from COUNTY an amount not to exceed Two Hundred Sixty-Three Thousand Four Hundred Thirty-Seven Dollars and Fifty Cents (\$263,437.50) as full compensation for the provision of Services, with the COUNTY receiving a pro-rata credit for any overlap for support fee payments made pursuant to the Annual Support Renewal contract for VisionCAD and VisionMobile up to the date of Go Live for Inform CAD and Inform Mobile. COUNTY agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the COUNTY, in accordance with this contract, and Attachments A and B. CONTRACTOR shall submit invoices in accordance with the payment milestones set forth in this Section 4. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.

Payment Milestones:

25%	Due at Contract Signature	\$50,585.87
25%	Due at Installation of Inform CAD Server Software	\$50,585.87
25%	Due at Completion of pre-Go Live End User Training	\$50,585.88
25%	Due at Go Live	\$50,585.88
100%	Year 1 Annual Software Support fees due at Go Live	\$61,094.00
	Total	\$263,437.50

- 5. INDEPENDENT CONTRACTOR.** COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY or SHERIFF for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

- 6. SOFTWARE LICENSE.** COUNTY shall be granted a license to use the CONTRACTOR's software as set forth in "Attachment E" hereto.
- 7. INDEMNIFICATION AND LIMITATION OF LIABILITY.**

Intellectual Property Infringement

CONTRACTOR agrees to hold harmless, and indemnify COUNTY and SHERIFF, their directors, officers, employees and agents, from and against any and all costs, damages and attorney's fees that may be awarded by final judgment of a court of competent jurisdiction in the United States ("U.S.") for any third-party claims, and to defend COUNTY and SHERIFF against such claims, at CONTRACTOR's expense, in connection with any product, materials or programs created by CONTRACTOR and provided to the COUNTY and SHERIFF pursuant to this Agreement ("Covered Product") for infringement of any U.S. patent, copyright or trademark held by any third party, except to the extent attributable to the acts or omissions of the COUNTY and/or SHERIFF.

If a claim covered under this Section 5 is made or threatened, CONTRACTOR may, at its option, (i) provide to the COUNTY and SHERIFF the rights necessary to continue to use the Covered Product; (ii) modify the Covered Product to render it non-infringing; (iii) furnish the COUNTY and SHERIFF with a non-infringing substitute for the Covered Product that is comparable in function and performance; or (iv) refund to COUNTY and/or SHERIFF any license fees paid to CONTRACTOR for the Covered Product less a pro-rated portion for the COUNTY'S use of the Covered Product. The provisions of this Section 5 set forth the entire obligation of CONTRACTOR, and the COUNTY and/or SHERIFF's sole remedy(ies), with respect to any claim or matter related to intellectual property infringement.

General Indemnification

To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and SHERIFF and its officials, agents, and employees from and against all claims, damages, losses, and expenses, directly arising out of or resulting from CONTRACTOR's performance wrongful or negligent acts, errors or omissions in performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or subcontractors under this Contract or under contracts entered into by the CONTRACTOR, its employees, agents, or contractors. CONTRACTOR shall not be required to indemnify COUNTY for any claims or actions to the extent due to the negligence or wrongful act of COUNTY, 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 COUNTY, or its employees, agents or contractors, CONTRACTOR'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 TOTAL LIABILITY OF CONTRACTOR FOR ANY CLAIM OR DAMAGE (SAVE THOSE INVOLVING INTELLECTUAL PROPERTY OR COPYRIGHT INFRINGEMENT) ARISING FROM OR OTHERWISE RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, TORT, BY WAY OF INDEMNIFICATION OR UNDER STATUTE SHALL BE LIMITED TO DIRECT DAMAGES SHALL NOT EXCEED (I) THE CONTRACT PRICE OR (II) IN THE CASE OF BODILY INJURY, PERSONAL INJURY OR PROPERTY DAMAGE FOR WHICH DEFENSE AND INDEMNITY COVERAGE IS PROVIDED BY CONTRACTOR'S INSURANCE CARRIER, THE LESSER OF THE COVERAGE LIMITS OF SUCH INSURANCE OR THE AMOUNT ACTUALLY PAID TO CONTRACTOR OR COUNTY BY THE APPLICABLE INSURANCE CARRIER FOR SUCH DAMAGE.

IN NO EVENT SHALL EITHER PARTY OR 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 A PARTY HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE

8. **INSURANCE.** CONTRACTOR shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) possessing a rating of A-VII or higher from the A.M. Best Company and licensed to do business in North Carolina. All of the policies required

of the CONTRACTOR shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the COUNTY and SHERIFF. In the event CONTRACTOR'S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "waiver of subrogation" this contract shall govern. CONTRACTOR shall advise the COUNTY and SHERIFF of any cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. CONTRACTOR'S insurance shall be primary and any insurance or self-funded liability programs maintained by the COUNTY shall not contribute with respect to the CONTRACTOR's insurance. COUNTY shall not be listed as an additional insured on any Insurance Policy or Certificate of Insurance of the CONTRACTOR. In the event CONTRACTOR'S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "additional insured" this contract shall govern.

8.1 Commercial General Liability: Insurance Services Office (ISO) Form CG 00 01 on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.

8.2 Commercial Automobile Liability: ISO Form CA 00 01 covering any auto with limit not less than **\$1,000,000** per accident for bodily injury and property damage.

8.3 Worker's Compensation and Employers Liability: as required by The State of North Carolina, with statutory limits, and Employers Liability Insurance with a limit of no less than \$1,000,000 per occurrence.

By requiring insurance herein, the COUNTY does not represent that coverage and limits will necessarily be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR's liability under the indemnities granted to the COUNTY and SHERIFF in this Contract. CONTRACTOR shall provide the COUNTY and SHERIFF a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage required. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

The failure of the COUNTY or SHERIFF at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce obligations of the CONTRACTOR to maintain such insurance or to meet its obligations under the indemnification provisions. Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the COUNTY and SHERIFF, which immunity is hereby reserved to the COUNTY and SHERIFF.

9. TERMINATION.

9.1. EVENT OF DEFAULT. COUNTY or CONTRACTOR may terminate this Contract upon ninety (90) days prior written notice to the other party in the event of a material breach of any terms or conditions of this Contract; provided that the defaulting party has not cured such breach within said ninety (90) day period., unless otherwise agreed to in writing by COUNTY and CONTRACTOR .

9.2 TERMINATION FOR CONVENIENCE. This Contract may be terminated, without cause, by either party upon ninety (90) days written notice to the other party. This termination notice period shall begin upon receipt of the Notice of Termination.

Termination of this Contract, under either section 7.1 or 7.2, shall not form the basis of any claim for loss of anticipated profits by either party.

CONTRACTOR shall be paid for all fees earned up to the date of termination which are not in dispute.

Upon termination, COUNTY shall permanently remove and destroy all copies of the CONTRACTOR Software from its computer system, media, or other locations, destroy all copies of the Documentation and associated confidential information of CONTRACTOR, and certify to CONTRACTOR in writing that COUNTY has performed said actions and has not retained or permitted others to retain any such copies whether on a computer system or Server, hard copy or CD-ROM, magnetic or other media, backup or archival copies, or otherwise. CONTRACTOR shall remove any COUNTY confidential information from its computer system and destroy all such copies. Neither party shall retain any confidential information, except as may be required by law, of the other party.

10. COUNTY NOT RESPONSIBLE FOR EXPENSES. Except for the fees set forth in Attachment B, COUNTY or SHERIFF shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing. COUNTY shall be responsible for providing all computer equipment on which the CONTRACTOR Software will operate. Such COUNTY provided equipment must meet CONTRACTOR's minimum recommended specifications, which are provided in CONTRACTOR'S System Planning Document. The System Planning Document will be provided as a deliverable.

11. EQUIPMENT. CONTRACTOR shall supply, at its sole expense, all equipment, excluding computer equipment on which the CONTRACTOR Software will operate, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

12. CONFIDENTIALITY AND PROPRIETARY RIGHTS.

12.1 CONTRACTOR agrees to maintain COUNTY'S confidential business information and confidential data, including patient identifying data, to which CONTRACTOR gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. COUNTY 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, CONTRACTOR 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 Contract to make modifications and enhancements to CONTRACTOR'S Software or Documentation. COUNTY shall acquire no intellectual property ownership rights to CONTRACTOR 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 CONTRACTOR or any violation of confidentiality; (b) is disclosed to CONTRACTOR by third parties without breach of confidentiality obligations; (c) is already in the lawful or rightful possession of CONTRACTOR prior to receipt of the confidential information or (d) is developed independently by CONTRACTOR without use of the confidential information.

12.2 COUNTY understands and agrees that the CONTRACTOR Software and Documentation including, but not limited to, the Source Code, Object Code, the Operational

Scenario Documents, Interface Requirements Documents, Functional Acceptance Test documents, the Statement of Work, the software design, structure and organization, software screens, the user interface and the engineering know-how implemented in the software, together with any other information identified by CONTRACTOR as confidential or proprietary (collectively "CONTRACTOR Proprietary Information") constitute the valuable properties and trade secrets of CONTRACTOR, embodying substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to CONTRACTOR a competitive advantage.

12.2.1 The material presented in CONTRACTOR'S training courses is CONTRACTOR Proprietary Information and not intended for public disclosure or disclosure to third parties. COUNTY may videotape training sessions provided on-site at the COUNTY'S facilities by CONTRACTOR staff for the COUNTY'S own internal use only; provided, however, that the CONTRACTOR training staff have consented in writing to such videotaping. The COUNTY is responsible for managing secure access to and copying or distribution of any CONTRACTOR provided training materials or COUNTY-made videotapes of CONTRACTOR training sessions.

12.3 CONTRACTOR agrees during the term of the license granted under this Contract, and thereafter, to hold the CONTRACTOR Proprietary Information, including any copies thereof and any documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for COUNTY'S exercise of the license rights granted hereunder. Nothing in this Contract is intended to or shall limit any rights or remedies under applicable law relating to trade secrets, including the Uniform Trade Secrets Act as enacted in applicable jurisdictions.

12.4 COUNTY shall not attempt or authorize others to attempt to learn the trade secrets, technology, ideas, processes, methods of operation, know-how and/or confidential information contained in the CONTRACTOR Software by duplication, decompilation, disassembly, other forms of reverse engineering, or other methods now known or later developed. COUNTY may not access or allow access to Source Code by any person and for any reason.

12.5 COUNTY shall inform CONTRACTOR promptly in writing of any actual or suspected unauthorized Use, copying, or disclosure of CONTRACTOR Proprietary Information.

12.6 It is expressly understood that as a governmental entity, the CONTRACTOR is subject to the North Carolina Public Records Act and information related to this contract may be requested pursuant to same. In response to any request for properly labeled confidential information (designation to be set forth in the Footer of the affected pages as follows "Confidential-Trade Secret"), it will assert that those are exempt as a Trade Secret under that Act. Should the requestor initiate legal action to compel production, COUNTY shall notify CONTRACTOR of the action and offer it the opportunity to intervene and defend same. COUNTY shall have no duty to defend the action and CONTRACTOR agrees to fully indemnify it for all costs related to such litigation. Should COUNTY receive a subpoena or court order for the protected information, it will contact CONTRACTOR and afford it the opportunity to intervene in the action under the same terms and conditions as noted above. COUNTY shall have no other or further obligations to protect information which the CONTRACTOR seeks to treat as confidential.

12.7 The obligations specified under this Section 12 shall survive any termination or rescission of this Contract.

13. COMPLIANCE WITH LAWS. CONTRACTOR shall abide by all statutes, rules, regulations, laws, and executive orders Federal, State and Local as they relate to, but are not limited to, (i) services in general, (ii) payment of employees, subcontractors and agents, (iii) the Fair Labor Standards Act and (iv) the Wage and Hour Division. In the event CONTRACTOR is determined by the final order of a court or appropriate agency to be in violation of any Federal, State or Local statute, rule, regulation, law or executive order or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY and/or SHERIFF and CONTRACTOR may be declared ineligible for further COUNTY and SHERIFF contracts.

14. HEALTH AND SAFETY. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

15. NON-DISCRIMINATION IN EMPLOYMENT. CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY and/or SHERIFF, and CONTRACTOR may be declared ineligible for further COUNTY and SHERIFF contracts.

16. EMPLOYMENT ADVERTISING REQUIREMENTS. CONTRACTOR shall post local job openings, in connection with this contract, with the City of Durham's Office of Economic and Workforce Development, the North Carolina Department of Commerce-Division of Employment Services (formerly ESC, Employment Security Commission) and with the Durham County Department of Social Services throughout the term of this Agreement; provided that the foregoing requirement does not limit CONTRACTOR'S ability to advertise and/or otherwise post job openings with other organizations or media outlets.

17. E-VERIFY. As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY and/or SHERIFF.

18. SECURITY BACKGROUND CHECKS.

CONTRACTOR maintains a security program for managing access to client 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. CONTRACTOR will work with COUNTY to provide reasonably required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

If required by COUNTY, CONTRACTOR will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the CONTRACTOR staff's job assignment. If COUNTY requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the COUNTY'S site, the COUNTY will reimburse CONTRACTOR for the cost of CONTRACTOR Security Approved Personnel traveling to the COUNTY'S site or for a vendor (such as Live Scan) to travel to the applicable CONTRACTOR office location. This provision will apply during the installation of the project to be implemented under this Contract, and for the duration of the COUNTY'S Software Support Agreement.

Additional background screening may be necessary at specific county buildings. The Contractor shall provide names of all individuals in the Contractor communications log and to the County Representative. This information will be reviewed annually.

For those Contractor employees who will be working at the Courthouse or Detention Center, the Sheriff's Office will make the security determination. The Contractor will provide the results of their background check to the Major for Support Services who will conduct an additional investigation and then individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in the Courthouse or Detention Facility. A Contractor can appeal a negative determination to the Chief Deputy for final disposition. Appeals need to be submitted in writing to the Chief Deputy within 30 days of notice of a decision to remove or deny an individual from working the contract due to adverse information in the background check. While an appeal is pending, the employee will not be allowed access to the Courthouse or Detention Facility.

This information will be updated by the Contractor and submitted to the Sheriff's Office annually, 90 days prior to the renewal or extension of the contract. Personnel without a currently approved background check will have their access to those buildings restricted.

19. AUDIT RIGHTS. For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.

20. DISPUTE RESOLUTION PROCEDURE. To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between COUNTY and the CONTRACTOR, arising from this Agreement or the services and/or materials being provided by the CONTRACTOR, shall be sent to the Durham County Manager who shall appoint a qualified, impartial mediator to address the issue. Such request shall be submitted to the County Manager in writing within ten (10) days of the claim or dispute. Upon receipt of a timely written claim, the Manager, or his designee, shall notify the Mediator who will conduct a mediation and notify the CONTRACTOR in writing of the decision within forty-five (45) calendar days from the date of the submission of the claim or dispute, unless the Mediator requires additional time to gather information or allow the parties to provide additional information. The Mediator's orders, decisions and decrees shall be non-binding. Mediation, pursuant to this provision, shall be a pre-condition to initiating litigation concerning the dispute. During the pendency of any dispute and after a determination thereof, parties to the dispute shall act in good faith to mitigate any potential damages including utilization of schedule changes and alternate means of providing services and/or materials. The costs of mediation shall be divided equally between parties to the dispute.

The mediation session shall be private and shall be held in Durham County, North Carolina. Mediation under this provision shall not be the cause for a delay of services and/or materials being provided which is the focus of the dispute.

If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the County of Durham and the State of North Carolina. If a party fails to comply in strict accordance with the requirements of this provision, the non-complying party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

21. LIMITED WARRANTIES

As an existing Client of CONTRACTOR, support for the CONTRACTOR Software will begin upon the date of Go Live as further defined in Attachment F hereto.

If mapping information is supplied with the CONTRACTOR Software, CONTRACTOR makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CONTRACTOR Software. The completeness or accuracy of such data is solely dependent on the information supplied by the COUNTY or the mapping database vendor to CONTRACTOR.

Problems in the CONTRACTOR 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 CONTRACTOR, or covered under the terms of this Contract. COUNTY'S use of services provided by wireless service providers or carriers, 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 COUNTY'S sole risk.

COUNTY is responsible for maintaining the required certifications for access to COUNTY'S state CJIS system(s), NCIC and any local state, federal or other applicable systems.

EXCEPT AS SPECIFICALLY STATED IN THIS SECTION 18, CONTRACTOR MAKES AND COUNTY RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. CONTRACTOR RESELLS AND PASSES THROUGH THIRD PARTY PRODUCTS ON AN "AS IS, WHEN AVAILABLE" BASIS. CONTRACTOR DOES NOT REPRESENT OR WARRANT THAT ANY CONTRACTOR PRODUCT OR THIRD PARTY ITEMS, INCLUDING HARDWARE, SOFTWARE OR SERVICES, WILL BE FREE FROM ERRORS, DEFECTS OR INFRINGEMENT.

22. MAINTENANCE AND SUPPORT.

Support for the CONTRACTOR Software licensed under this Agreement shall be provided in accordance Attachment F hereto.

23. EXISTENCE. CONTRACTOR warrants that it is a corporation or otherwise legal entity duly organized, validly existing, and in good standing under the laws of the State of California and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

24. **CORPORATE AUTHORITY.** By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the CONTRACTOR.

25. **SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY and/or SHERIFF.

26. **NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

COUNTY OF DURHAM

**ATTN: PURCHASING DEPARTMENT
4TH FLOOR, 200 EAST MAIN STREET
DURHAM, NORTH CAROLINA 27701**

TRITECH SOFTWARE SYSTEMS

**ATTN: CONTRACTS
9477 WAPLES STREET, SUITE 100
SAN DIEGO, CALIFORNIA 92121**

27. **HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

25. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Durham and the State of North Carolina.

26. **ENTIRE CONTRACT.** This contract, including Attachments 1 and 1A, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized officer or agent.

COUNTY OF DURHAM

Wendell Davis
Durham County Manager

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Susan Tezai, Durham County Chief Financial Officer

CONTRACTOR

By: 
Authorized Representative

Print Name/Title: Blake Clark, CFO

ATTACHMENTS "A,B, C, D, E and F" to follow