Agenda Date: 11/10/2015
Agenda Item: 4.8

CITY of OAKLEY
CALIFORNIA
A PLACE for FAMILIES in the HEART of the DELTA

STAFF REPORT

Approved and Forwarded to the City Council:

Bryan Montgomery, City Manager

Date: October 28, 2015

To: Bryan H. Montgomery, City Manager

From: Chris Thorsen, Chief of Police

SUBJECT: **A Resolution Authorizing the City Manager to Execute a Contract Between the City of Oakley and Tiburon Software Systems for the Provision of a Records Management System, Automated Report Writing System and Evidence Management System**

Background and Analysis

In 1999, the City of Oakley incorporated. Since that time, we have contracted with the Office of the Sheriff for police services. Part of the contract was the provision and maintenance of a Records Management System (RMS), Automated Reporting System (ARS) and the storage/tracking of all property and evidence seized by our staff.

A Law Enforcement Records Management System (RMS) is an agency-wide system that provides for the storage, retrieval, retention, manipulation, archiving, and viewing of information, records, documents, or files pertaining to law enforcement operations. RMS covers the entire life span of records development from the initial generation to its completion. Such records include incident and accident reports, arrests, citations, warrants, case management, field contacts, and other operations-oriented records.

The ARS allows officers to write police reports electronically in a word processing program. Information from those written reports is categorized and routed to different locations within the RMS system. Those reports and the information gleaned from them can be recalled or recovered via our computer systems.

The Evidence Management System allows staff to barcode, track, inventory and maintain the chain of custody on all property/evidence seized by our staff working in the field.

Data reported to both the State and Federal government for crime statistics is automatically generated through the ARS and RMS systems. Information regarding suspects, victims and other parties in a crime report is stored in the RMS for later use. Reports generated by our officers are saved electronically for later dissemination to the District Attorney's Office, Public Defenders Office and other interested parties.

The RMS system is further tied into the Computer Aided Dispatch (CAD) system. Information received by the dispatcher during a 911 call is entered into the system. That information can be accessed by our staff via the RMS.

We will be contracting with the Office of the Sheriff for our dispatch services. Therefore our RMS system needs to communicate with the Sheriff's Office CAD system. Currently the Sheriff's Office uses Tiburon for their CAD/RMS systems. As a result, we are somewhat tied to Tiburon for services. By using a common system, there is efficiency gained for the City of Oakley.

Through our contract, Tiburon will work with the Sheriff's Office to build a "system within a system". Data received by the Sheriff's Office at the time of the initial 911 call will go into the Oakley system. Both the Sheriff's Office and Oakley are using the Tiburon system, there are no operational changes needed on the part of the dispatcher. Our staff currently uses Tiburon through the Sheriff's Office. The learning curve for our employees is greatly reduced when compared to going to a completely new system.

The service model we are using is similar to that employed by the City of San Ramon when they moved toward a standalone police department. In speaking with the staff at San Ramon and the staff at Tiburon, it is estimated that the cost to "start from scratch" and build our own RMS would be between $500,000 and $800,000. Additionally, we would need to build a software bridge to allow the Sheriffs CAD system to "talk" to our RMS system. By partnering with Tiburon for this required service, we are being as efficient as possible with the taxpayers dollar.

Fiscal Impact

The Contract with Tiburon calls for the expenditure of $90,240 for licensing, development, training and implementation services in the first year. Additionally, there is an annual maintenance agreement of $9,540. The maintenance portion covers the twelve month period after our "cut over" date.

Recommendation

Staff recommends the City Council adopt the resolution authorizing the City Manager to execute the attached Cooperation Agreement.

Attachments

1. Resolution
2. Sales Quotation-Tiburon Systems
3. Tiburon Software License Agreement
4. Tiburon Master Support Agreement

Attachment 1

RESOLUTION NO. _____-10

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH TIBRUON SYSTEMS FOR THE PROVISION OF A RECORDS MANAGEMENT SYSTEM, AUTOMATED REPORT WRITING SYSTEM AND EVIDENCE MANAGEMENT SYSTEM

BE IT RESOLVED by the City Council of the City of Oakley that the City Manager is hereby authorized and directed to sign on behalf of the City to contract with Tiburon Systems for the provision of a Records Management, Reporting and Property Management System.

The foregoing resolution was introduced at a regular meeting of the Oakley City held on the 27th day of October 2015, by Councilmember _____, who moved its adoption, which motion being duly seconded by Councilmember _____, was upon voice vote carried and the resolution adopted by the following vote:

AYES:

NOES:

ABSTENTION:

ABSENT:

APPROVED:

_____
Doug Hardcastle, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

_____
Date

TIBURON®
A TriTech Software Systems Company

Proposal Sales/Quotation

Quotation # 4134 Quotation Date: 10/23/2015

General & Client Information

Client Name: Oakley, CA
System Description: Total Command RMS
Great Plains ID: TBD
Sales Order # TBD
Client Purchase Order # TBD
Client P.O. Date TBD

Client Contact: Chief Chris Thorsen
Contact Phone:
Contact Email Address:

Credit Terms: TBD
Account Executive: Bob Brown
Project Manager TBD

Bill To:
City of Oakley
3231 Main St.
Oakley, CA 94561

Ship To:
City of Oakley
3231 Main St.
Oakley, CA 94561

Project Products & Services

Qty.	Item Description	Unit Price	Qty*Unit $		Extended Price
3	RMS Production Workstation License	$ 1,500	$ 4,500	$	4,500
11	Mobile Reports Client License	$ 1,000	$ 11,000	$	11,000
1	Property Room Module License	$ 30,000	$ 30,000	$	30,000
2	Property Room Client License	$ 500	$ 1,000	$	1,000
1	Additional Agency Deployment Services	$ 22,750	$ 22,750	$	22,750
1	Property Room Deployment Services	$ 5,600	$ 5,600	$	5,600
1	Project Management	$ 7,175	$ 7,175	$	7,175
1	Fixed Travel & Expenses	$ 6,605	$ 6,605	$	6,605
			Subtotal:	$	88,630

Annual Maintenance & Recurring Fees

Annual Maintenance		
RMS Production Workstation License	$	810
Mobile Reports Client License	$	1,980
Property Room Module License	$	5,400
Property Room Client License	$	180
Subtotal:	$	8,370
Total Payments:	$	**97,000**

Project Payment Terms: Net 30 days from date of invoice

Quote valid for 60 days after date of issue.

Payment Schedule
- 50% Upon Tiburon's delivery of a Statement of Work.
- 50% Upon achievement of the completion criteria set forth in the SOW.

Note: No scheduling of resources will occur until after the first payment milestone is paid and all outstanding accounts receivable payments have been made. This Proposal may be cancelled at Tiburon's discretion upon written notice to Client if the first payment milestone is not paid when due.

Assumptions
This Quotation does not include:

- Warranty
- Documentation or training
- Hardware or third party products or services
- Travel and on-site time

Summary Information & Project Notes

Quotation Issued by: Bob Brown **Contact info:** 925.621.2388 bob.brown@tritech.com	Send Purchase Orders to: **Tiburon** **Attn: Kelley Chavez FAX: (925) 621-2799** Kelley.chavez@tritech.com Remit Payments to: **Tiburon** **3000 Executive Parkway, Suite 500** **San Ramon, CA 94583**

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 Tiburon, 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 (925) 621-2799 or email to kelley.chavez@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 Tiburon does not have my current exempt information on file.

Accepted for Client

Client Agency/Entity Name

Print Name & Title
Client Authorized Representative

Signature **Date**
Client Authorized Representative

Software License Terms:

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

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

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 Tiburon.

The Tiburon Software license price does not include any services for installation. Services, if applicable are listed as separate line items.

The scope of Deliverables for this order will be limited to the Tiburon Software, Services, and Support, and if applicable third party items (collectively the "System") that are explicitly listed herein for the listed quantities.

This order provides Tiburon 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 Tiburon Software and Services are based upon Tiburon's standard processes and procedures.

Scope Description

Remotely, Tiburon will provide the services to define the new RMS agency, setup the online multi-agency modules, and create the SQL Server database tables, indexes and views. The Client will advise Tiburon in advance, which modules the new agency will be setup as multi-agency separating all future data by those users from the other agencies.

All work will be completed during Tiburon's normal business hours Monday through Friday (0800 - 1700).

Modules included are the ones currently installed at Contra Costa County as listed below as configured for Contra Costa County. **Any new configuration and/or training for modules not in use by Contra Costa County can be provided at additional costs**

- Web Browser
- Automated Reporting System
- Incident System
- Pawned Property
- Special Flags
- Service Request (Follow-Up Request System)
- Field Contact (Interview) System
- Beat Book (Web)
- Gun Registration
- Crime Analysis
- Crime Watch
- Criminal Records
- False Alarms (Excluding Customizations)
- Fleet Maintenance
- Gang Module
- License and Permits
- Special Intelligence
- Traffic Management
- Warrants
- UCR BCS – California Only
- Property Room

Assumptions

- No effect to historical data involved.
- All standard Tiburon multi-agency processing remains as is.
- Due to the fact that multi agency RMS does not allow one agency to view the others case reports, Oakley's reports that were entered prior to becoming its own agency will not be viewable or maintainable by Oakley. Tiburon recommends that Oakley personnel continue to maintain existing user profiles under the Contra Costa agency so that they can access historical cases.

Tiburon Responsibilities

1) Modify the RMS application to add one agency per the Scope Description.

2) Configure CAD to RMS transfer for the new agency.
3) Provide baseline documentation.
4) Provide up to eight (8) hours onsite for System Admin training on code tables and user profiles.
5) Provide up to four (4) hours onsite for RMS overview.
6) Provide up to four (4) hours Property Room training.
7) Provide up to twelve (12) hours onsite UCR training.
8) Remotely provide up to eight (8) hours refresher for UCR after cutover to assist with the first UCR submission.
9) Provide sixteen (16) hours onsite for ARS end user training (two eight (8) hour sessions, consecutive days).
10) Upon Client's testing, correct any discrepancies in operation based on the Scope Description.
11) Add the agency in Client's production environment.
12) Provide remote cutover support (up to 4 hours, one trainer).

Client Responsibilities

1) Designate a person to be the principal point of contact for all technical questions and administrative arrangements relating to this Proposal.
2) Provide VPN access to Tiburon.
3) Ensure students attend the scheduled classes per the project schedule.
4) Add user profiles and code table entries in agency specific code tables.
5) Complete testing of the modified code within ten (10) business days from receipt of Tiburon's notification the code is ready for testing to ensure conformance with the Scope Description.
6) Cutover to RMS Production.

Contra Costa County Responsibilities:

1) Add the new agency to CAD in TRN and PRD.
2) Attend the 8 hour RMS overview.
3) As required, coordinate the participation of non-Tiburon provided third parties and outside agencies.

Completion Criteria

This work will be considered complete ten (10) business days after Tiburon has provided Client with written notification that the new agency is ready for testing in the test system, or has been placed into production, whichever comes first. If Client does not confirm completion with a sign off letter presented by the Tiburon project manager within ten (10) business days of submittal of such letter, or otherwise notifies Tiburon in writing why completion sign-off has not been provided any final invoice(s) will be issued and will be payable in accordance with the payment terms of this Proposal.

SOFTWARE LICENSE AGREEMENT

This Software License Agreement is made and entered into as of the _____ day of October ___, 2015 (the "Effective Date"), by and between the City of Oakley, California (the "Licensee"), and Tiburon, Inc., a Virginia corporation, with its principal place of business at 3000 Executive Parkway, Suite 500, San Ramon, California 94583 ("Tiburon").

RECITALS

WHEREAS, Tiburon has developed certain software applications that have been installed on the Licensee's automated computer system and the Licensee desires to obtain a license and right to use such software applications on such system in accordance with the terms, and subject to the conditions, set forth below; and

WHEREAS, Tiburon has the right to sublicense certain software applications developed by third parties that have been installed on the Licensee's automated computer system and the Licensee desires to obtain a sublicense and right to use such third party software applications on such system in accordance with the terms, and subject to the conditions, set forth below;

NOW THEREFORE, in consideration of the mutual covenants contained herein this Agreement, the Licensee and Tiburon hereby agree as follows:

AGREEMENT

1. Definitions

The following definitions apply to the terms used within this Agreement:

1.1. "Agreement" shall mean this Software License Agreement and its exhibits, as the same may from time to time be amended in accordance with the terms hereof.

1.2. "As-Built Specification Document" shall mean, with respect to any Licensed Application, the document setting forth the specifications for such Licensed Application delivered upon acceptance of the Licensed Application in accordance with the applicable implementation agreement, as such specifications may thereafter be modified or supplemented from time to time to reflect Enhancements subsequently provided by Tiburon.

1.3. "Authorized Server" shall mean, with respect to any Licensed Application, the server identified as corresponding to such Licensed Application on Exhibit 1 attached hereto and incorporated herein by this reference.

1.4. "Authorized Site" shall mean, with respect to any Authorized Server, the address and room number identified as corresponding to such Authorized Server on Exhibit 1 attached hereto and incorporated herein by this reference.

1.5. "Derivative Works" shall mean, with respect to any Licensed Application, any translation, abridgement, revision, modification, or other form in which such Licensed Application may be recast, transformed, modified, adapted or approved after acceptance of the As-Built Specifications for such Licensed Application in accordance with the applicable implementation agreement.

1.6. "Documentation" shall mean any written, electronic, or recorded work that describes the use, functions, features, or purpose of the System, or any component or subsystem thereof, and that is published or provided to the Licensee by Tiburon, Tiburon's subcontractors or the original manufacturers or developers of third party products provided to the Licensee by Tiburon, including, without limitation, all end user manuals, training manuals, guides, program listings, data models, flow charts, logic diagrams, and other

materials related to or for use with the System.

1.7. "Effective Date" is defined in the preamble hereof.

1.8. "Enhancement" shall mean, with respect to any Licensed Application, a computer program modification or addition, other than a Maintenance Modification, that alters the functionality of, or adds new functions to, such Licensed Application and that is integrated with such Licensed Application after acceptance of the As-Built Specifications for such Licensed Application in accordance with the applicable implementation agreement, or that is related to a given Licensed Application but offered separately by Tiburon after acceptance of the As-Built Specifications for such Licensed Application in accordance with the applicable implementation agreement.

1.9. "Error" shall mean, with respect to any Licensed Application, a defect in the Source Code for such Licensed Application that prevents such Licensed Application from functioning in substantial conformity with the As-Built Specifications with respect thereto.

1.10. "Licensed Application" shall mean each of the software applications set forth on Exhibit 1 attached hereto and incorporated herein by this reference, which software applications were developed by Tiburon and furnished to the Licensee in conformity with the As-Built Specifications with respect thereto, together with all Derivative Works, all Maintenance Modifications and all Documentation with respect thereto; provided, however, that Licensed Applications shall consist of Object Code only and shall not include any Enhancements.

1.11. "Licensee" is defined in the preamble hereof.

1.12. "Maintenance Modifications" shall mean, with respect to any Licensed Application, a computer software change to correct an Error in, and integrated into, such Licensed Application, but that does not alter the functionality of such Licensed Application and that is provided to the Licensee by Tiburon after acceptance of the As-Built Specifications for such Licensed Application in accordance with the applicable implementation agreement.

1.13. "Object Code" shall mean computer programs assembled or compiled in magnetic or electronic binary form on software media, which are readable and usable by machines, but not generally readable by humans without reverse-assembly, reverse-compiling, or reverse-engineering.

1.14. "Source Code" shall mean computer programs written in higher-level programming languages, sometimes accompanied by English language comments. Source Code is intelligible to trained programmers and may be translated to Object Code for operation on computer equipment through the process of compiling.

1.15. "Sublicensed Applications" shall mean the software application specified on Exhibit 1 attached hereto developed by any source external to Tiburon, such as a subcontractor, distributor, re-seller, personal computer software supplier or system software supplier, and furnished to the Licensee by Tiburon for integration into the System.

1.16. "System" shall mean the Licensee's computer automated system consisting of the Licensed Applications combined with any of the Authorized Servers, the operating systems installed on each of the Authorized Servers, any database or other third party software products installed on any of the Authorized Servers, any PC or other workstation equipment having access to any of the Licensed Applications, any communications interfaces installed on any of the Authorized Servers, any network communications equipment and any other third party software, wiring, cabling and connections and other hardware relating to any such Authorized Servers, workstation or network communications equipment located at any of the Authorized Sites.

1.17. "Tiburon" is defined in the preamble hereof.

1.18. "Tiburon Confidential Information" is defined in Section 6.1 hereof.

2. Licenses and Restrictions

2.1. Grant of Licenses. Subject to the conditions set forth in Section 2.2 hereof, Tiburon hereby grants to the Licensee, pursuant to the terms and conditions hereof, a perpetual, nonexclusive, nontransferable license:

(a) to use each Licensed Application, in Object Code only, on the Authorized Server with respect thereto and at the Authorized Sites with respect thereto;

(b) to conduct internal training and testing on each Licensed Application;

(c) to perform disaster recovery, backup, archive and restoration testing, and implementation with respect to each Licensed Application;

(d) to make no more than two (2) archival copies of any Licensed Application, provided that each copy of any Licensed Application shall include Tiburon's copyright and other proprietary notices;

(e) to perform all of the above with regards to any Sublicensed Application, in accordance with and subject to the terms and conditions of the manufacturer's license agreement for such Sublicensed Application.

2.2. Conditions to Grant of Licenses. No grant of any license or right pursuant to Section 2.1 hereof with respect to any Licensed Application or any Sublicensed Application shall be effective, and the Licensee shall have no license or right to use such Licensed Application or such Sublicensed Application, until such Licensed Application or such Sublicensed Application has been accepted by the Licensee in accordance with the acceptance terms set forth in the applicable implementation agreement and all license fees, sublicense fees or royalties with respect to such Licensed Application or such Sublicensed Application have been paid in full in accordance with the payment terms set forth in the applicable implementation agreement.

2.3. Restrictions on Use

(a) The Licensee agrees to use the Licensed Applications and the Sublicensed Applications only for the Licensee's own use. The Licensee shall not allow use of any Licensed Application or any Sublicensed Application by any parent, subsidiaries, affiliated entities, or other third parties, or allow any Licensed Application or any Sublicensed Application to be used on other than on the Authorized Server at the Authorized Site with respect thereto.

(b) Except as otherwise specifically set forth in Section 2.1 hereof, the Licensee shall have no right to copy any Licensed Application or any Sublicensed Application. Any copy of any Licensed Application (whether or not such copy is permitted) shall be the exclusive property of Tiburon. Any copy of any Sublicensed Application (whether or not such copy is permitted) shall be the exclusive property of the developer of such Sublicensed Application. The Licensee shall not distribute or allow distribution of any Licensed Application or any Sublicensed Application or any Documentation or other materials relating thereto without Tiburon's prior written consent.

(c) The Licensee's license and right to use the Licensed Applications and the Sublicensed Applications is limited to a license and right to use only the Object Code relating thereto. The Licensee shall have no license or right with respect to the Source Code for any Licensed Application or any Sublicensed Application.

(d) The Licensee shall not, and shall not permit any other party to, make any alteration,

modification or enhancement to any Licensed Application or any Sublicensed Application unless, and only to the extent, specifically authorized by Tiburon. The Licensee shall not, and shall not permit any other party to, disassemble, de-compile or reverse-engineer any Licensed Application or any Sublicensed Application.

(e) The Licensee shall not use any Licensed Application or any Sublicensed Application, and shall not permit any third party to use any Licensed Application or any Sublicensed Application, for processing data of any entity other than the Licensee.

3. Ownership. Except for the rights expressly granted therein pursuant to Section 2 hereof, Tiburon shall at all times retain all right, title and interest in and to each Licensed Application and all copies thereof (whether or not permitted), including all Derivative Works, Maintenance Modifications, Enhancements and Documentation with respect thereto (whether or not developed by Tiburon) and the respective owners of the Sublicensed Applications shall retain all right, title and interest in and to each Sublicensed Application and all Derivative Works thereof. By this Agreement, the Licensee hereby assigns to Tiburon any and all rights it may have or later acquire to any and all Derivative Works (whether or not developed by Tiburon).

4. Term and Termination

4.1. Effective Date. This Agreement shall take effect on the Effective Date after (i) it has been fully executed by duly authorized representatives of both parties, and (ii) Tiburon's receipt of written notification from the Licensee that any certification or approval of this Agreement required by statute, ordinance, or established policy of the Licensee has been obtained.

4.2. Term. This Agreement shall continue in effect until terminated as set forth under Section 4.3 hereof.

4.3. Termination. Tiburon may terminate this Agreement immediately if the Licensee breaches any material provision of this Agreement.

4.4. Effect of Termination. Upon termination of this Agreement, all licenses granted to the Licensee hereunder shall be revoked. Upon termination of this Agreement, (a) the Licensee shall return to Tiburon, within ten (10) business days of such termination, all Tiburon Confidential Information and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment other documents or property relating thereto and all copies of any of the foregoing (in whatever medium recorded); (b) the Licensee shall discontinue all use of the Licensed Applications and the Sublicensed Applications; and (c) the Licensee shall certify in a written document signed by an authorized representative that the material specified in the preceding clause (a) has been returned to Tiburon, that all copies of the Licensed Applications and the Sublicensed Applications have been permanently deleted or destroyed, and that all use of the Licensed Applications and the Sublicensed Applications has been discontinued. The expiration or termination of this Agreement will not relieve the Licensee of its obligations under Section 6 hereof regarding Tiburon Confidential Information.

5. Limited Warranties and Liability

5.1. Warranty. THE LICENSED APPLICATIONS ARE LICENSED "AS IS". NO EXPRESS OR IMPLIED WARRANTIES FOR THE LICENSED APPLICATIONS, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE CREATED BY THIS SOFTWARE LICENSE AGREEMENT.

5.2. Limitation of Liability. NEITHER TIBURON NOR ANY PERSON ASSOCIATED WITH TIBURON SHALL BE LIABLE TO ANY PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OR FAILURE TO PERFORM UNDER THIS AGREEMENT, EVEN IF TIBURON HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED BENEFITS OR PROFITS RESULTING FROM THE OPERATION OR FAILURE TO OPERATE OF THE LICENSED PROGRAMS. THIS CLAUSE SHALL SURVIVE THE FAILURE OF ANY EXCLUSIVE REMEDY FOR BREACH OF WARRANTY OR ANY OTHER PROVISION OF THIS AGREEMENT.

6. Confidential Information

6.1. Tiburon Confidential Information. The Licensee agrees to maintain the confidentiality of any Tiburon Confidential Information (as defined below) and to treat such information with the same degree of care and security as it treats its own most confidential information. The Licensee shall not, without Tiburon's prior written consent, disclose such information to any person or entity other than to the Licensee's employees or consultants legally bound to abide by the terms hereof and having a need to know such information, or sell, license, publish, display, distribute or otherwise use such information except as authorized by this Agreement. The term "Tiburon Confidential Information" shall include all Licensed Applications and any other Tiburon software applications (whether or not licensed to the Licensee), all Sublicensed Applications, and all Derivative Works, Enhancements, Maintenance Modifications and Documentation with respect thereto as well as any written information of a confidential nature clearly labeled by Tiburon as being confidential or otherwise indicated by Tiburon in writing as being confidential. The Licensee understands and agrees that Tiburon Confidential Information constitutes a valuable business asset of Tiburon, the unauthorized use or disclosure of which may irreparably damage Tiburon. In the event of the Licensee's breach or threatened breach of any of the provisions in this Agreement, Tiburon shall be entitled to an injunction obtained from any court having appropriate jurisdiction restraining the Licensee from any unauthorized use or disclosure of any Tiburon Confidential Information.

6.2. Exclusions. Notwithstanding Section 6.1 hereof, Tiburon Confidential Information shall not include information which the Licensee can demonstrate by competent written proof (a) is now, or hereafter becomes, through no act or failure to act on the part of the Licensee, generally known or available or otherwise part of the public domain; (b) is rightfully known by the Licensee without restriction on use prior to its first receipt of such information from Tiburon as evidenced by its records; (c) is hereafter furnished to the Licensee by a third party authorized to furnish the information to the Licensee, as a matter of right and without restriction on disclosure; or (d) is the subject of a written permission by Tiburon to disclose.

6.3. Exceptions. Notwithstanding Section 6.1 hereof, disclosure of Tiburon Confidential Information shall not be precluded if:

(a) such disclosure is in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof; provided, however, that the Licensee shall first have given notice to Tiburon and shall have made a reasonable effort to obtain a protective order requiring that the information to be disclosed be used only for the purposes for which the order was issued;

(b) such disclosure is necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary for such purpose; or

(c) the Licensee received the prior written consent to such disclosure from Tiburon, but only to the extent permitted in such consent.

6.4. Survival. Unless mutually agreed otherwise in writing, the obligations hereunder with respect to each item of Tiburon Confidential Information shall survive the termination or expiration of this Agreement.

7. Miscellaneous

7.1. Relationship. The relationship created hereby is that of Licensor and Licensee. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

7.2. No Rights in Third Parties. This Agreement is entered into for the sole benefit of the Tiburon and the Licensee and, where permitted above, their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

7.3. Entire Agreement. This Agreement sets forth the final, complete and exclusive agreement and understanding between Tiburon and the Licensee relating to the subject matter hereof and supersedes all quotes, proposals understandings, representations, conditions, warranties, covenants, and all other communications between the parties (oral or written) relating to the subject matter hereof. Tiburon shall not be bound by any terms or conditions contained in any purchase order or other form provided by the Licensee in connection with this Agreement and any such terms and conditions shall have force or effect. No affirmation, representation or warranty relating to the subject matter hereof by any employee, agent or other representative of Tiburon shall bind Tiburon or be enforceable by the Licensee unless specifically set forth in this Agreement.

7.4. Amendments. No amendment or other modification of this Agreement shall be valid unless pursuant to a written instrument referencing this Agreement signed by duly authorized representatives of each of the parties hereto.

7.5. Assignment. Neither party hereto may assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that Tiburon may assign this Agreement to its successor in connection with a sale of its business without obtaining consent of any party. Subject to the foregoing, each and every covenant, term, provision and agreement contained in this Agreement shall be binding upon and inure to the benefit of the parties' permitted successors, executors, representatives, administrators and assigns. Any assignment attempted in contravention of this section will be void.

7.6. Governing Law. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Agreement shall in all respects be governed by and determined in accordance with the laws of the State of California without giving effect to the choice of law principles thereof. The United Nations Convention on the International Sale of Goods shall not apply to any transactions contemplated by this Agreement.

7.7. Arbitration. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Agreement, or the breach thereof, must be submitted to and resolved by final and binding arbitration by the American Arbitration Association in accordance with its Commercial Arbitration Rules then in effect. The parties understand and agree that the arbitration will be instead of any civil litigation, except that either party may petition a court for a provisional remedy pursuant to Code of Civil Procedure Section 1281.8, and that the arbitrator's decision will be final and binding to the maximum extent permitted by law and enforceable by any court having jurisdiction thereof.

7.8. Venue. All legal proceedings brought in connection with this Agreement may only be brought in a state or federal court located in the State of California. Each party hereby agrees to submit to the

personal jurisdiction of those courts for any lawsuits filed there against such party arising under or in connection with this Agreement.

7.9. Waiver. In order to be effective, any waiver of any right, benefit or power hereunder must be in writing and must be signed by an authorized representative of the party against whom enforcement of such waiver would be sought, it being intended that the conduct or failure to act of either party shall imply no waiver. Neither party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of this Agreement. No waiver of any right, benefit or power hereunder on a specific occasion shall be applicable to any facts or circumstances other than the facts and circumstances specifically addressed by such waiver or to any future events, even if such future events involve facts and circumstances substantially similar to those specifically addressed by such waiver. No waiver of any right, benefit or power hereunder shall constitute, or be deemed to constitute, a waiver of any other right, benefit or power hereunder. Unless otherwise specifically set forth herein, neither party shall be required to give notice to the other party, or to any other third party, to enforce strict adherence to all terms of this Agreement.

7.10. Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

7.11. Survival of Provisions. All provisions of this Agreement that by their nature would reasonably be expected to continue after the termination of this Agreement, including but not limited to Section 6.1, will survive the termination of this Agreement.

7.12. Notices. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and other communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

To Tiburon:

Tiburon, Inc.
9477 Waples Street, Suite 100
San Diego, CA 92121
Attention: Contracts Manager
Phone: 858-799-7000

To Licensee:

City of Oakley, California
Attention: Chris Thorsen, Chief of Police
3231 Main Street
Oakley, CA 94561
925-625-8820

7.13. Construction. The paragraph and section headings used in this Agreement or in any exhibit hereto are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

7.14. Counterparts. This Agreement may be signed in two or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have hereunto set their hands as set forth below.

City of Oakley, California	Tiburon, Inc.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT 1
To
Software License Agreement

LICENSED APPLICATIONS AND AUTHORIZED ENVIRONMENTS

This Exhibit is attached to, incorporated into and forms part of the Software License Agreement, dated October ___, 2015, between the Licensee and Tiburon (herein referred to as the "Agreement"). Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

LICENSED APPLICATIONS

The following software applications constitute Licensed Applications under the Agreement. The server and site locations corresponding to each Licensed Application shall constitute the Authorized Server and Authorized Site with respect to such Licensed Application for purposes of the Agreement.

Quantity/Type	Name of Application	Address and Room Number of Authorized Site of Authorized Server
3	Law Records Client License	3231 Main Street Oakley, CA 94561
11	Mobile Reports Client License	3231 Main Street Oakley, CA 94561
1	Property Room Module License	3231 Main Street Oakley, CA 94561
2	Property Room Client License	3231 Main Street Oakley, CA 94561

SUBLICENSED APPLICATIONS

The following software applications constitute Sublicensed Applications under the Agreement. The server and site locations corresponding to each Sublicensed Application shall constitute the Authorized Server and Authorized Site with respect to such Sublicensed Application for purposes of the Agreement.

Quantity/Type	Name of Application	Address and Room Number of Authorized Site of Authorized Server

MASTER SUPPORT AGREEMENT

This Master Support Agreement (this "Agreement") is entered into this _____ day of October, 2015 (the "Effective Date"), by and between **The City of Oakley, California** (the "Client") and **Tiburon, Inc.**, a Virginia corporation having its primary place of business at 3000 Executive Parkway, Suite 500, San Ramon, California 94583 ("Tiburon").

WHEREAS, the Client has determined that it desires to obtain from Tiburon certain support services relating to a computer automated system previously implemented by Tiburon for the Client; and

WHEREAS, Tiburon is qualified to provide the support services specified in this Agreement and, subject to the terms and conditions set forth in this Agreement, Tiburon desires to provide such support services;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Client and Tiburon hereby agree as follows:

1. Definitions

Capitalized terms used herein and in any exhibit hereto shall have the definitions set forth on Exhibit 1 attached hereto and incorporated herein by this reference, unless otherwise defined herein.

2. Scope of Work

2.1. Basic Support. Subject to the terms and conditions set forth in this Agreement, Tiburon shall provide the following support for the Covered Applications ("Basic Support").

(a) Application Errors. Tiburon will correct Errors in any of the Covered Applications discovered by the Client during the term of this Agreement, provided (a) the Client provides all information regarding such Error that may be requested by Tiburon in accordance with Section 5.1 hereof (Technical Service Requests], (b) such Error is reproduced by the Client in accordance with Section 5.13 hereof (Error Reproduction), and (c) the Client has provided Tiburon with remote access to the System as required under Section 5.2 hereof (Remote Access).

(b) Client Support Center. Tiburon will provide toll-free telephone support for operational and technical assistance. Support for Priority 1 Calls relating to Tiburon's Computer Aided Dispatch (CAD) software applications, Corrections Management (JailRECORDS, Premier IMS, JMS and CorrMedica) software applications, Mobile Dispatch (MobileCOM) software applications, Message Switch System (MSS) software applications and any critical interfaces to those systems shall be available twenty four hours a day, seven days a week (24x7). Support for all other calls and other Tiburon applications will be available during Tiburon's normal support hours of 8:00 a.m. to 5:30 p.m. local time in the Client's time zone (not including weekends and Tiburon holidays). Tiburon reserves the right to charge reasonable call-out fees for any call received other than during Tiburon's normal support hours. Support will be provided in accordance with the attached Warranty and Maintenance Guidelines, which are attached hereto and incorporated herein as Exhibit 7.

(c) Status Reports. Tiburon will provide the Client with a monthly status report (a "Monthly Status Report"). Each Status Report will include a summary of site activity and a summary of requests by the Client for technical services delivered in accordance with Section 5.1 hereof (Technical Service Requests). Each Monthly Status Report will be delivered to the Client in accordance with the notice provisions set forth in Section 24 hereof (Notices).

(d) Back-Ups. Subject to the Client's obligations under Section 5.4 hereof

(Maintenance and Back-Ups), Tiburon will support the Client in maintaining and/or updating the Back Up Schedule and Procedures, attached hereto as Exhibit 6.

(e) NCIC, NIBRS/UCR, and NFIRS Updates. Tiburon will provide updates to the Covered Applications for Client use and installation in response to legal requirements mandated by the National Crime Information Center (NCIC), the National Incident Based Reporting System/Uniform Crime Reporting (NIBRS/UCR), and the National Fire Incident Reporting System (NFIRS) when such requirements necessitate modification(s) to the Source Code relating to any Covered Application and are necessary for the proper performance of the Covered Application. Any other changes, including but not limited to, those mandated or offered by any state, county, city or municipal governmental entity, as well as changes to any Protocols are outside the scope of this Agreement.

2.2. Support Options. In addition to Basic Support, the Client may purchase support options as may be available from time to time. The terms and conditions for each Support Option shall be set forth in a separate exhibit which, upon payment of the required annual fee for such Support Option, shall automatically become part of this Agreement and shall be subject to the terms hereof. The Client may discontinue any Support Option by providing Tiburon at least ninety (90) calendar days prior written notice identifying the Support Option to be discontinued; provided, however, that such discontinuance shall not be effective until the next occurring Payment Date.

2.3. Enhancements. From time to time, the Client may request Tiburon to provide under this Agreement services and materials to furnish, install and implement an Enhancement. The installation and implementation of such Enhancement shall be provided on a fixed-price basis. No Enhancement shall be provided under this Agreement unless (a) this Agreement is amended as necessary or appropriate to incorporate the Enhancement Terms relating to the Enhancement; (b) the Enhancement Terms are attached to this Agreement as a new exhibit and, except as specifically set forth therein, are subject to the terms of this Agreement; (c) the Enhancement Terms include terms regarding final acceptance of the Enhancement; (d) the Enhancement Terms provide that, upon final acceptance of the Enhancement, Exhibit 2 to this Agreement shall be amended to incorporate the Enhancement as a Covered Application subject to the Client's payment of any necessary additional support fees relating to the Enhancement; and (e) the Enhancement Terms provide that, upon final acceptance of such Enhancement, the Software License Agreement shall be considered amended as necessary or appropriate to grant to the Client the appropriate rights to use the Enhancement, subject to payment in full of all amounts due under the Enhancement Terms.

2.4. Out of Scope Services. From time to time, the Client may request Tiburon to provide under this Agreement certain Out of Scope Services. Tiburon shall be under no firm obligation to perform any Out of Scope Services, but shall undertake to make a good faith effort to perform such services to the extent that it is capable of doing so without substantially interfering with its other obligations under this Agreement or with its obligations to its other clients. Any Out of Scope Services shall be provided, at Tiburon's option, on a fixed-quote basis with payment milestones or on a time and material basis at Tiburon's then current technical service rates plus all related travel, per diem and other expenses invoiced as incurred. No Out of Scope Services shall be provided under this Agreement unless: (a) this Agreement is amended as necessary or appropriate to incorporate the terms relating to the Out of Scope Services; (b) those terms are attached to this Agreement as a new exhibit and, except as specifically set forth therein, are subject to the terms of this Agreement; and, (c) those terms include agreed-to criteria regarding completion of the work, if applicable.

3. Term

The term of this Agreement shall commence on the Effective Date and shall continue in effect until terminated in accordance with its terms.

4. Fees and Payment

4.1. Annual Support Fees

(a) Basic Support. The Client shall pay an annual fee for Basic Support for each of the Covered Applications. The amount of such annual fee shall be set forth on Exhibit 2 attached hereto and incorporated herein by this reference and shall be paid in advance on or prior to the expiration of any Warranty Period applicable to such Covered Application and, thereafter, on each Payment Date during the term of this Agreement.

(b) Support Options. The Client shall pay an annual fee for any requested Support Options. The amount of such annual fee shall be set forth on the exhibit pertaining to such Additional Support Option and shall be paid on or prior to the commencement of any services relating to such Additional Support Option and, thereafter, on each Payment Date during the term of this Agreement unless such Additional Support Option has been discontinued in accordance with Section 2.2 hereof (Support Options).

(c) Enhancements and Out of Scope Services. Payment shall be as stated in the applicable Enhancement/Out of Scope Services proposal.

4.2. Annual Adjustments. The fees payable pursuant to Section 4.1(a) and Section 4.1(b) hereof (Annual Support Fees) may be increased on an annual basis by five percent (5%) upon at least thirty (30) days prior written notice to the Client. Such increase shall become effective on the next occurring Payment Date.

4.3. Invoices. Invoices pursuant to Section 4.1 hereof shall be payable on or prior to each Payment Date during the term of this Agreement or shall be payable within thirty (30) days of receipt unless otherwise specifically provided.

4.4. Consequences of Late Payment. Failure to make timely payments when owed shall result in a late payment penalty of three percent (3%) of the total invoice amount per month for each month the payment is past due. Failure to pay any amount owing hereunder when such amount is due shall constitute a material default under this Agreement and may result in the termination, or at Tiburon's discretion suspension, of this Agreement in all or part. The Client shall reimburse Tiburon for all collection fees, including reasonable attorneys' fees and expenses, incurred by Tiburon in connection with the collection of any amount owing hereunder. Tiburon reserves the right to charge the Client an administrative fee to reinstate any part of its support that has lapsed due to nonpayment. The administrative fee shall equal ten percent (10%) of the then-current annual support fee for the lapsed support.

5. Client Responsibilities

5.1. Technical Service Request. The Client shall provide all information requested by Tiburon necessary to complete its Technical Service Request form for each request for technical services, Enhancements, and Out of Scope Services.

5.2. Remote Access. Ensure Tiburon (Cisco) VPN remote access including dedicated high speed (T1 (1.544mb/s) or greater bandwidth). Access to Client servers on Client site(s) must be interactive, including but not limited to PC Anywhere, Remote Desktop, VNC, telnet, *secure shell* (ssh) , and application-level TCP/IP socket connectivity as determined necessary by Tiburon. Access provided to Tiburon must include local administrative control of all servers involved in Tiburon implementation. In addition, Tiburon requires the ability to dynamically upload/download files to the server(s) without third-party intervention. Client shall install and monitor during the term of this Agreement a dedicated high-speed data connection, as set forth above, and any other networking equipment specified in the Site, System and Network Specifications document (Exhibit 5) to provide Tiburon remote access to the System. Tiburon shall not be responsible for any costs relating to the procurement, installation, maintenance and use of such equipment and all associated telephone use charges. Tiburon shall use the data connection solely in connection with the provision of its services hereunder. The Client may be required to run tests deemed necessary by Tiburon following each remote access as requested by Tiburon.

5.3. Physical Access. The Client shall provide Tiburon with physical access to the System at any time during normal business hours. After normal business hours, the Client shall ensure that one of the Technical Support Coordinators designated under Section 5.11 hereof (Technical Support Coordinators) can be reached by phone or pager to (a) provide physical access to the System within two (2) hours of Tiburon's request for such access, and (b) remain on-site until Tiburon determines that there is no longer a need for physical access.

5.4. Maintenance and Back-Ups. The Client shall ensure that maintenance and back-up activities relating to the Covered Applications and the System, including without limitation backing up databases and journal logs, purging out of date records and running reports and performing diagnostics, are carried out in accordance with the schedule and methodology specified in Exhibit 6 (Back Up Schedule and Procedures) attached hereto and incorporated herein by this reference.

5.5. Data Input. The Client shall enter, update and maintain the input data as required for satisfactory operation of the Covered Applications, and be responsible for the accuracy of all Client-provided data.

5.6. Third-Party Product Support. The Client shall obtain, pay for and maintain in effect during the term of this Agreement the technical support contracts for certain Third-Party Products as specified on Exhibit 4 attached hereto and incorporated herein by this reference, and shall ensure that, in addition to authorizing the Client to request support services there under, each such support contract also expressly authorizes Tiburon to request support services there under on the Client's behalf.

5.7. System Security. The Client shall ensure that the security of the System conforms in all respects to the federal, state, and/or local mandated law enforcement telecommunications requirements.

5.8. System Change, Alteration, or Modification. The Client shall ensure that, with respect to each Covered Application, such Covered Application is installed only on the Authorized Server and only at the Authorized Site. The Client shall ensure that each Authorized Site conforms in all respects to the Site Specifications set forth on Exhibit 5 attached hereto and incorporated herein by this reference (the "Site, System and Network Specifications"). The Client shall ensure that no change, alteration or modification is made to the System Configuration without the express prior written consent of Tiburon; provided, however, that said consent is not intended to constitute in any manner Tiburon's approval, certification, endorsement, or warranty of the System Configuration or System performance.

5.9. Database Change Authorization. Client shall maintain a system to ensure that only authorized personnel have the ability to make changes to the Client's database and that a list of all such authorized personnel (and any updates thereto) be promptly delivered to the Tiburon Client Support Center. Each request for any change to a Client's database shall be accompanied by a signed letter of authorization from the Client's Authorized Client Representative, and shall contain all details of the requested change. Tiburon cannot assist Client personnel other than those on the most current authorization list.

5.10. Authorized Client Representative. The Client shall designate, in a written notice delivered in accordance with Section 23 hereof (Notices), a single individual to act as the Client's authorized representative for purposes of this Agreement (the "Client Representative"). Such individual (a) must be authorized to act on the Client's behalf with respect to all matters relating to this Agreement; (b) shall ensure the Client's compliance with its responsibilities under this Agreement; and (c) shall coordinate appropriate schedules in connection with Tiburon's services under this Agreement. The Client may change the individual designated hereunder by providing Tiburon advance written notice delivered in accordance with Section 23 hereof (Notices) designating the new individual authorized to act as the Client Representative.

5.11. Technical Support Coordinators. The Client shall designate, in a written notice delivered in accordance with Section 23 hereof (Notices), one or more individuals to act as the Client's technical support coordinator (a "Technical Support Coordinator"). The Client shall ensure that each Technical Support

Coordinator designated hereunder shall have received the training required under Section 5.12 hereof (Training) and shall otherwise be familiar with the Covered Applications and the System. The Client shall ensure that, at all times, a Technical Support Coordinator is available (a) to screen operational assistance calls and handle operational problems, where appropriate; (b) to provide access to the System as required under Section 5.3 hereof (Physical Access); (c) to provide on-site technical assistance as required by Tiburon to aid Tiburon in performing its services hereunder; and (d) to review all Monthly Status Reports delivered hereunder. The Client may change any individual designated hereunder by providing Tiburon with advance written notice delivered in accordance with Section 23 hereof (Notices) designating the new individual authorized to act as a Technical Support Coordinator.

5.12. Training. The Client shall ensure that all Technical Support Coordinators and other personnel have received the training specified on Exhibit 3 attached hereto and incorporated herein by this reference, and otherwise maintain sufficient personnel with sufficient training and experience to perform its obligations under this Agreement.

5.13. Error Reproduction. Upon detection of any Error in any of the Covered Applications, the Client shall provide Tiburon a listing of command input, resulting output and any other data, including databases and back-up systems, that Tiburon may reasonably request in order to reproduce operating conditions similar to those present when the Error occurred.

6. Exclusions

6.1 Failure to Observe Obligations. Basic Support provided hereunder is expressly conditioned on the observance of the responsibilities of the Client set forth in Section 5 hereof (Client Responsibilities) and in the Software License Agreement. Any Additional Support Option provided hereunder is expressly conditioned on the observance of the responsibilities of the Client set forth in Section 5 hereof (Client Responsibilities), in the Software License Agreement and in the exhibit pertaining to such Additional Support Option.

6.2 Erroneous Reported Problems. If Tiburon performs diagnosis of erroneously reported problems, the Client may be charged for such services at Tiburon's then current technical service rates plus all related travel, per diem and other expenses invoiced as incurred.

6.3. Failure of Remote Access. If the Client fails for any reason to provide remote access to the System as required by Section 5.2 hereof (Remote Access), Tiburon will, at the Client's request, provide on-site services to correct an Error to the extent otherwise required hereunder and will charge the Client for such services at Tiburon's then current technical service rates plus all related travel, per diem and other expenses invoiced as incurred.

6.4. Unauthorized Modifications. Tiburon is under no obligation to correct any Error in any of the Covered Applications if the Error is due to a modification or alteration to such Covered Application in violation of the terms of the Software License Agreement or relates to any portion of such Covered Application that has been affected by software not developed and/or installed by Tiburon. Tiburon is under no obligation to correct any problems caused by any modification or alteration to any component of the System or to the System Configuration in violation of the terms of this Agreement or caused by software or hardware not developed and/or installed by Tiburon. If requested by the Client, Tiburon will provide technical support services to resolve such problems pursuant to Section 2.4 hereof (Out of Scope Services).

6.5. Unauthorized Use. Tiburon is under no obligation to correct any Error in any of the Covered Applications or any problems with any other component of the System if such Error or other problem is caused by (a) accident, neglect, misuse or abuse on the part of any party other than Tiburon; (b) is due to exposure to conditions outside the range of the environmental, power and operating specifications provided by Tiburon in the Site Specifications set forth in Exhibit 5; or (c) use of any of the Covered Applications or any other component of the System for any purpose other than that for which it was originally

acquired. If requested by the Client, Tiburon will provide technical support services to resolve such problems pursuant to Section 2.4 hereof (Out of Scope Services).

6.6. Third-Party Products. Tiburon shall have no responsibility for correcting or resolving any errors, defects or failures in any Third-Party Products. Tiburon's only obligation with respect to such Third-Party Products is to assist with the coordination of support services with the appropriate third-party vendor to the extent such support services are available to the Client.

6.7. Third-Party Product Compatibility. Unless specified on Exhibit 2, Tiburon shall have no responsibility for any Third-Party Product provided and installed on or integrated into the System by any other party without Tiburon's prior written authorization, including but not limited to responsibility for the installation and integration of any such Third-Party Products, the condition, operation and performance of any such Third-Party Products, the compatibility of any such Third-Party Products with the Covered Applications, and any impact any such Third-Party Products have on the overall operation or performance of any of the Covered Applications or any other component of the System. If requested by the Client, Tiburon will provide technical support services pursuant to Section 2.4 hereof (Out of Scope Services) to resolve any operation or performance problems relating to any of the Covered Applications or any other component of the System caused by any such Third-Party Products or to assist with the integration of any such Third-Party Products with or into any of the Covered Applications or any other component of the System.

6.8. General Disclaimer. EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN, TIBURON DISCLAIMS ALL WARRANTIES WITH RESPECT TO ANY OF THE COVERED APPLICATIONS OR ANY OTHER COMPONENT OF THE SYSTEM, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NON-INFRINGEMENT AND/OR FITNESS FOR A PARTICULAR PURPOSE.

7. Protection of Confidential and Proprietary Information

7.1. All Client Confidential Information shall be held in strict confidence by Tiburon, and Tiburon shall not, without the Client's prior written consent, disclose such information to any person or entity other than to Tiburon's employees or consultants legally bound to abide by the terms hereof and having a need to know such information in connection with Tiburon's performance of the services hereunder, or use such information other than in connection with the performance of the services hereunder. The term "Client Confidential Information" shall include all Client data and other written information of a confidential nature clearly labeled by the Client as being confidential. Tiburon understands and agrees that the unauthorized use or disclosure of Client Confidential Information may irreparably damage the Client. In the event of Tiburon's breach or threatened breach of any of the provisions in this Section 7.1, the Client shall be entitled to an injunction obtained from any court having appropriate jurisdiction restraining Tiburon from any unauthorized use or disclosure of any Client Confidential Information.

7.2. All Tiburon Confidential Information shall be held in strict confidence by the Client, and the Client shall not, without Tiburon's prior written consent, disclose such information to any person or entity other than to the Client's employees or consultants legally bound to abide by the terms hereof and having a need to know such information in connection with the Client's performance of its obligations hereunder, or use such information other than in connection with the performance of its obligations hereunder. The term "Tiburon Confidential Information" shall include the Covered Applications and all other Tiburon software applications, whether or not licensed to the Client, as well as any written information disclosed by Tiburon to the Client under this Agreement, including, but not limited to, any trade secrets, confidential knowledge, data, information relating to Tiburon products, processes, know-how, designs, formulas, methods, developmental or experimental work, improvements, discoveries, plans for research, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and clients, information obtained through contact with Tiburon's clients, proprietary information of Tiburon's clients, and information regarding the skills and compensation of Tiburon's employees or other consultants. The Client understands and agrees that the Tiburon Confidential Information constitutes a valuable business

asset of Tiburon, the unauthorized use or disclosure of which may irreparably damage Tiburon. In the event of the Client's breach or threatened breach of any of the provisions in this Section 7.2, Tiburon shall be entitled to an injunction obtained from any court having appropriate jurisdiction restraining the Client from any unauthorized use or disclosure of any Tiburon Confidential Information.

7.3. Notwithstanding Section 7.1 or Section 7.2 hereof, neither Client Confidential Information nor Tiburon Confidential Information shall include information which the recipient can demonstrate by competent written proof (a) is now, or hereafter becomes, through no act or failure to act on the part of the recipient, generally known or available or otherwise part of the public domain; (b) is rightfully known by the recipient without restriction on use prior to its first receipt of such information from the disclosing party as evidenced by its records; (c) is hereafter furnished to the recipient by a third party authorized to furnish the information to the recipient, as a matter of right and without restriction on disclosure; or (d) is the subject of a written permission by the disclosing party to disclose.

7.4. Notwithstanding Section 7.1 or Section 7.2 hereof, or any other provision hereof, disclosure of Client Confidential Information or Tiburon Confidential Information shall not be precluded if:

(a) such disclosure is in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof; provided, however, that the recipient of such confidential information shall first have given notice to the other party and shall have made a reasonable effort to obtain a protective order requiring that the information to be disclosed be used only for the purposes for which the order was issued;

(b) such disclosure is necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary; or

(c) the recipient of such confidential information received the prior written consent to such disclosure from the disclosing party, but only to the extent permitted in such consent.

7.5. The obligations hereunder with respect to each item of Client Confidential Information and Tiburon Confidential Information shall survive the termination of this Agreement.

8. Insurance

Tiburon shall procure at its own expense and maintain at all times while Tiburon is performing services under this Agreement at the Client's facilities, (a) a comprehensive general liability insurance policy including coverage for contractual liability for obligations assumed under this Agreement, blanket contractual liability, products and completed operations and owner's and contractor's protective insurance; and (b) comprehensive automobile liability insurance policy including owned and non-owned automobiles. Liability coverage shall be equal to or greater than the limits for claims made under the California Tort Claims Act with minimum coverage of $1,000,000 per occurrence (combined single limit for bodily injury and property damage claims) or $1,000,000 per occurrence for bodily injury and $100,000 per occurrence for property damage. Liability coverage shall be provided on an "occurrence" basis. "Claims made" coverage will not be acceptable. Upon the Client's written request, Tiburon shall provide the Client with a certificate of insurance evidencing Tiburon's compliance with the requirements of this section. Any such certificate shall provide that coverage under the policy cannot be canceled and restrictive modifications cannot be made until at least thirty (30) days prior written notice has been given to the Client.

9. Limitation of Liability

TIBURON'S LIABILITY TO THE CLIENT FOR ANY CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, SHALL BE LIMITED TO THE ANNUAL MAINTENANCE FEES PAID HEREUNDER FOR THE PERIOD IN WHICH THE CAUSE OF ACTION OCCURRED. IN NO EVENT SHALL TIBURON BE LIABLE TO ANY PARTY FOR LOSS OR DAMAGES DUE TO ERRORS IN ANY OF THE COVERED

APPLICATIONS, OPERATOR ERROR, OR DATA CORRUPTION OR INACCURACIES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF PROFIT OR BUSINESS, OR FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN AN ACTION OF CONTRACT, TORT OR OTHER LEGAL THEORY AND REGARDLESS OF WHETHER SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE LAWS IN SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THE ABOVE LIMITATION OR EXCLUSION SHALL BE CONSTRUED SO AS TO GIVE IT THE MAXIMUM PRACTICAL EFFECT WITHOUT VIOLATING SUCH LAWS.

10. Informal Dispute Resolution

10.1. The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 10.1.

(a) If either party (the "Disputing Party") disputes any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under this Agreement, that party shall bring the matter to the attention of the other party at the earliest possible time in order to resolve such dispute.

(b) If such dispute is not resolved by the Technical Coordinators responsible for the subject matter of the dispute within ten (10) business days, the Disputing Party shall deliver to the first level of representatives below a written statement (a "Dispute Notice") describing the dispute in detail, including any time commitment and any fees or other costs involved.

(c) Receipt by the first level of representatives of a Dispute Notice shall commence a time period within which the respective representatives must exercise their best effort to resolve the dispute. If the respective representatives cannot resolve the dispute within the given time period, the dispute shall be escalated to the next higher level of representatives in the sequence as set forth below.

(d) If the parties are unable to resolve the dispute in accordance with the escalation procedures set forth below, the parties may assert their rights under this Agreement.

Escalation Timetable (Business Days)	Tiburon Representative	Client Representative
0 to 5th	Client Liaison	Client Representative
6th to 10th	TASC Director	Records Manager
11th to 15th	Executive Officer	Police Chief

10.2. Notwithstanding the fact that the parties may be attempting to resolve a dispute in accordance with the informal dispute resolution procedures set forth in Section 10.1 hereof, the parties agree to continue without delay all their respective responsibilities under this Agreement that are not affected by the dispute.

10.3. Notwithstanding the foregoing, either party may, before or during the exercise of the informal dispute resolution procedures set forth in Section 10.1, apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests pending completion of such informal dispute resolution procedures.

11. Termination

11.1. Termination for Failure of License. In the event that the license relating to any of the Covered Applications is terminated or becomes unenforceable for any reason, Tiburon's obligation to provide any support hereunder for such Covered Application shall immediately and automatically terminate.

11.2. Termination for Payment Defaults. In the event that the Client fails to pay when due all or any portion of the annual fees required under Section 4.1 hereof (Annual Support Fees), Tiburon may immediately, and without further notice to the Client, terminate this Agreement or suspend all or any portion of the services hereunder for all or any portion of the Covered Applications until the Client's account is brought current.

11.3. Termination for Other Defaults. Subject to completion of the dispute resolution procedures set forth in Section 10.1 hereof (Informal Dispute Resolution), in the event that either party hereto materially defaults in the performance of any of its obligations hereunder (other than payment defaults covered under Section 11.2 hereof), the other party may, at its option, terminate this Agreement, by providing the defaulting party thirty (30) days' prior written notice of termination delivered in accordance with Section 23 hereof (Notices), which notice shall identify and describe with specificity the basis for such termination. If, prior to the expiration of such notice period, the defaulting party cures such default to the satisfaction of the non-defaulting party (as evidenced by written notice delivered by the non-defaulting party in accordance with Section 23 hereof), termination shall not take place.

11.4. Consequences of Termination. Upon termination of this Agreement for whatever reason, (a) Tiburon shall be under no further obligation to provide support or any other services hereunder; (b) Tiburon shall return to the Client all Client Confidential Information in Tiburon's possession and shall certify in a written document signed by an officer of Tiburon that all such information has been returned; (c) the Client shall return to Tiburon all Tiburon Confidential Information in the Client's possession (including, without limitation, all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment or other documents or property relating to such Tiburon Confidential Information and all copies of any of the foregoing (in whatever medium recorded) but not including any such information licensed to the Client under the Software License Agreement) and shall certify in a written document signed by the Client Representative identified in Section 5.10 hereof (Authorized Client Representative) that all such information has been returned. All provisions of this Agreement that by their nature would reasonably be expected to continue after the termination of this Agreement shall survive the termination of this Agreement.

12. Independent Contractor Status

The Client and Tiburon are independent contractors under this Agreement, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

13. Assignment

Neither party hereto may assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that Tiburon may assign this Agreement to its successor in connection with a sale of its business without obtaining consent of any party. Subject to the foregoing, each and every covenant, term, provision and agreement contained in this Agreement shall be binding upon and inure to the benefit of the parties' permitted successors, executors, representatives, administrators and assigns.

14. No Third Party Beneficiaries

This Agreement is entered into for the sole benefit of the Client and Tiburon and, where permitted above, their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

15. Governing Law

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Agreement shall in all respects be governed by and determined in accordance with the laws of the State of California without giving effect to the choice of law principles thereof. The United Nations Convention on the International Sale of Goods shall not apply to any transactions contemplated by this Agreement.

16. Venue

All legal proceedings brought in connection with this Agreement may only be brought in San Diego County, California.

17. Advice of Counsel

Each party hereto has been afforded the opportunity to consult with counsel of its choice before entering into this Agreement.

18. Amendment

No amendment or other modification of this Agreement shall be valid unless pursuant to a written instrument referencing this Agreement signed by duly authorized representatives of each of the parties hereto.

19. Waiver

In order to be effective, any waiver of any right, benefit or power hereunder must be in writing and signed by an authorized representative of the party against whom enforcement of such waiver would be sought, it being intended that the conduct or failure to act of either party shall imply no waiver. Neither party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of this Agreement. No waiver of any right, benefit or power hereunder on a specific occasion shall be applicable to any facts or circumstances other than the facts and circumstances specifically addressed by such waiver or to any future events, even if such future events involve facts and circumstances substantially similar to those specifically addressed by such waiver. No waiver of any right, benefit or power hereunder shall constitute, or be deemed to constitute, a waiver of any other right, benefit or power hereunder. Unless otherwise specifically set forth herein, neither party shall be required to give notice to the other party, or to any other third party, to enforce strict adherence to all terms of this Agreement.

20. Force Majeure

Neither party will be liable for any failure or delay in the performance of its obligations under this Agreement (and the failure or delay will not be deemed a default of this Agreement or grounds for termination) if both of the following conditions are satisfied: (1) the failure or delay could not have been prevented by reasonable precautions, and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and (2) the failure or delay is caused, directly or

indirectly, by reason of fire or other casualty or accident; strikes or labor disputes; inability to procure raw materials, equipment, power or supplies; war, terrorism or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency or intergovernmental body other than a party hereto; or any other act or condition beyond the reasonable control of the non-performing party. Upon the occurrence of an event which satisfies both of the above conditions (a "Force Majeure Event"), the non-performing party will be excused from any further performance of those obligations under this Agreement affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. Upon the occurrence of a Force Majeure Event, the non-performing party will immediately notify the other party by telephone (to be confirmed by written notice within two (2) business days of the failure or delay) of the occurrence of a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.

21. Severability

If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

22. Entire Agreement

This Agreement sets forth the final, complete and exclusive agreement and understanding between Tiburon and the Client relating to the subject matter hereof and supersedes all quotes, proposals understandings, representations, conditions, warranties, covenants, and all other communications between the parties (oral or written) relating to the subject matter hereof. Tiburon shall not be bound by any terms or conditions contained in any purchase order or other form provided by the Client in connection with this Agreement and any such terms and conditions shall have no force or effect. No affirmation, representation or warranty relating to the subject matter hereof by any employee, agent or other representative of Tiburon shall bind Tiburon or be enforceable by the Client unless specifically set forth in this Agreement.

23. Notices

All notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and other communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

If to Tiburon:

Tiburon, Inc.
9477 Waples Street, Suite 100
San Diego, CA 92121
Attention: Contracts Manager
Phone: 858-799-7000

If to the Client:

City of Oakley, California
Attention: Chris Thorsen, Chief of Police
3231 Main Street
Oakley, CA 94561
925-625-8820

24. Construction

The paragraph and section headings used in this Agreement or in any exhibit hereto are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

25. Counterparts

This Agreement may be signed in two or more counterparts, each of which shall constitute an original, and both of which shall constitute one and the same document.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hands as set forth below.

City of Oakley, California

By: _____
Name:_____
Title:_____

Tiburon, Inc.

By: _____
Name:_____
Title:_____

EXHIBIT 1
To
Master Support Agreement

DEFINITIONS

This Exhibit is attached to, incorporated into, and forms a part of the Master Support Agreement, dated October ___, 2015, between Tiburon and the Client (herein referred to as the "Agreement"). Capitalized terms used in the Agreement or any exhibit thereto shall have the definitions set forth herein unless otherwise defined in the Agreement. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

1. **"As-Built Specifications"** shall mean, with respect to any of the Covered Applications, the specifications for such Covered Application delivered to the Client upon the Client's acceptance of such Covered Application, as the same may be modified or supplemented from time to time to reflect Enhancements provided hereunder.

2. **"Authorized Server"** shall mean, with respect to any of the Covered Applications, the server identified as corresponding to such Covered Application on Exhibit 2 attached to the Agreement and incorporated therein by reference.

3. **"Authorized Site"** shall mean, with respect to any of the Authorized Servers, the address and room number identified as corresponding the such Authorized Server on Exhibit 2 attached to the Agreement and incorporated therein by reference.

4. **"Communications Interfaces"** shall mean ethernet networking, serial connectivity to net clock and ANI/ALI, serial connectivity to HACMP, national, state and local governments, TCP/IP or other routing statements.

5. **"Covered Application"** shall mean each software application developed by Tiburon in accordance with the As-Built Specifications relating thereto which application is identified as a Covered Application on Exhibit 2 attached to the Agreement and incorporated therein by reference, including all Maintenance Modifications thereto, all Derivative Works thereof, and all related Documentation.

6. **Database Administration (DBA) Support** shall mean services available to Clients to assist in the administration of the system database.

7. **"Derivative Works"** shall mean, with respect to any Covered Application, any translation, abridgement, revision, modification, or other form in which such Covered Application may be recast, transformed, modified, adapted or approved after the Effective Date.

8. **"Documentation"** shall mean, with respect to any Covered Application, those printed instructions, manuals, and diagrams pertaining to and furnished with such Covered Applications.

9. **"Enhancement"** shall mean, with respect to any Covered Application, a computer program modification or addition, other than a Maintenance Modification, that alters the functionality of, or adds new functions to, such Covered Application and that is integrated with such Covered Application after the Effective Date, or that is related to a given Covered Application but offered separately by Tiburon after the Effective Date.

10. **"Enhancement Terms"** shall mean, with respect to any Enhancement provided pursuant to the Agreement, the mutually negotiated terms and conditions specifically relating to an Enhancement and included as part of the Agreement in accordance with Section 2.3 (Enhancements) thereof.

11. "Error" shall mean, with respect to any Covered Application, a defect in the Source Code for such Covered Application that prevents such Covered Application from functioning in substantial conformity with the As-Built Specifications pertaining thereto.

12. "Maintenance Modification" shall mean, with respect to any Covered Application, a computer software change integrated with such Covered Application during the term of the Agreement to correct any Errors therein, but that does not alter the functionality of such Covered Application or add new functions thereto.

13. "Object Code" shall mean computer programs assembled or compiled from Source Code in magnetic or electronic binary form on software media, which are readable and usable by machines, but not generally readable by humans without reverse-assembly, reverse-compiling, or reverse-engineering.

14. "Out of Scope Services" shall consist of any services provided under this Agreement that are outside the scope of those services specifically and expressly identified under, and provided pursuant to, Section 2,1 (Basic Support), Section 2.2 (Support Options) or Section 2.3 (Enhancements) of the Agreement.

15. "Payment Date" shall mean a specific annual date that is agreed to between the Client and Tiburon.

16. "Priority 1 Call" shall mean a call requesting technical support for an Error in any Covered Application or a failure of the Authorized Server on which such Covered Application is installed that prevents continued use or operation of the System, impacts all or substantially all operators using the System, halts or severely impacts critical System operations or endangers the integrity of any database on any of the Authorized Servers. The term Priority 1 Call shall not include calls requesting technical support relating to a problem encountered with substantially less than all functions of a Covered Application or all records of a database on any of the Authorized Servers, or to a failure in individual components of the network communications equipment, communications lines, terminals, workstations, printers, terminal servers or modems. Tiburon shall have exclusive authority for determining whether a Technical Service Request constitutes a Priority 1 Call.

17. "Protocol" shall mean the method governing exchange or transmission of data between devices. Examples include, but are not limited to TCP/IP, SNA, CDPD, RNC, RS232.

18. "Software License Agreement" shall mean any software license agreement between Tiburon and the Client pursuant to which Tiburon has granted a limited license to use the Covered Applications in accordance with the terms and conditions thereof, as the same may be amended or otherwise modified from time to time.

19. "Source Code" shall mean computer programs written in higher-level programming languages, sometimes accompanied by English language comments. Source Code is intelligible to trained programmers and may be translated to Object Code for operation on computer equipment through the process of compiling.

20. "System" shall mean the Client's computer automated system consisting of the Covered Applications combined with any of the Authorized Servers, the operating systems installed on each of the Authorized Servers, any database or other third party software products installed on any of the Authorized Servers, any PC or other workstation equipment having access to any of the Covered Applications, any Communications Interfaces installed on any of the Authorized Servers, any network communications equipment and any other third party software, wiring, cabling and connections and other hardware relating to any such Authorized Servers, workstation or network communications equipment located at any of the Authorized Sites.

21. "System Configuration" shall mean the configuration for the System other than the Covered Applications existing as of the Effective Date together with any modifications or alterations thereto permitted hereunder, including without limitation the configuration of the Authorized Servers, any operating system

installed on any of the Authorized Servers, any database or other third party software products installed on any of the Authorized Servers, any PC or other workstation equipment having access to any of the Covered Applications, any network communications equipment and any other third party software, wiring, cabling and connections and other hardware relating to any such Authorized Server, workstation or network communications equipment located at any of the Authorized Sites.

22. "Third-Party Products" shall mean all software and hardware components of the System other than the Covered Applications.

23. "Warranty Period" shall mean, with respect to any Covered Application, the warranty period for such Covered Application set forth on Exhibit 2 attached to the Agreement and incorporated therein by reference.

EXHIBIT 2
To
Master Support Agreement

COVERED APPLICATIONS

This Exhibit is attached to, incorporated into and forms part of the Master Support Agreement, dated October ___, 2015, between the Client and Tiburon (herein referred to as the "Agreement"). Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

Tiburon will provide the Basic Support described in Section 2.1 (Basic Support) of the Agreement for the software applications identified in the table below. The annual fee for such support shall be as set forth in the table below. Such support will commence upon the expiration of any applicable Warranty Period as set forth in the table below.

CLIENT # - _____

Covered Application	Hours (24x7 or 8x5)	Make, Model, Serial Number of Authorized Server	Warranty Period			Annual Fee
			Period	Start Date	Stop Date	
RMS Workstation	8x5					$810.00
MobileReports Client	8x5					$1,980.00
Property Room Module	8x5					$5,400.00
Property Room Client	8x5					$180.00
			Total			$8,370.00

Payment Terms: 50% of fees due upon Tiburon's delivery of a Statement of Work, the remaining 50% due upon the achievement of the completion criteria set forth in the Statement of Work

Authorized Site: Oakley, CA

-- This Exhibit will be completed during System Implementation --

EXHIBIT 3
To
Master Support Agreement

TRAINING

This Exhibit is attached to, incorporated into and forms part of the Master Support Agreement, dated October ___, 2015, between the Client and Tiburon (herein referred to as the "Agreement"). Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

Not applicable to this Agreement.

EXHIBIT 4
To
Master Support Agreement

THIRD-PARTY SUPPORT CONTRACTS

This Exhibit is attached to, incorporated into and forms part of the Master Support Agreement, dated October ___, 2015, between the Client and Tiburon (herein referred to as the "Agreement"). Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

Not applicable to this Agreement.

EXHIBIT 5
To
Master Support Agreement

SITE, SYSTEM AND NETWORK SPECIFICATIONS

This Exhibit is attached to, incorporated into and forms part of the Master Support Agreement, dated October ___, 2015, between the Client and Tiburon (herein referred to as the "Agreement"). Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

MINIMUM Specs – hardware used in Workstations for TC RMS/Fire/JMS

- Dual Core Intel® Xeon® W3503 2.40GHz, 4M
- 8 GB – 16 GB, 1333MHz, DDR3 SDRAM (8 GB minimum - 16 GB recommended 64-bit OSs)
- 512MB Video Adapter
- 250GB 10K disk
    - TC RMS Footprint 84 MB
- 1- 1GB Ethernet NIC ports
- Integrated SATA controller
- DVD –ROM
- USB 2.0
- One (1) 22" Monitor

1.544Mbit/sec (T1) is the minimum bandwidth needed to support the software

EXHIBIT 6
To
Master Support Agreement

BACK UP SCHEDULE AND PROCEDURES

This Exhibit is attached to, incorporated into and forms part of the Master Support Agreement, dated October ___, 2015, between the Client and Tiburon (herein referred to as the "Agreement"). Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

Backups will be done by Contra Costa County.

EXHIBIT 7
To
Master Support Agreement

WARRANTY AND MAINTENANCE GUIDELINES

This Exhibit is attached to, incorporated into and forms part of the Master Support Agreement, dated October ___, 2015, between the Client and Tiburon (herein referred to as the "Agreement"). Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

Not applicable to this Agreement.