

MAINTENANCE AND SUPPORT AGREEMENT

AGENCY: County of San Diego
5555 Overland Ave
Building 12, MS-0314
San Diego, CA 92123

Term Effective Start: 7/1/16 End: 6/30/17

PAYMENT TERMS: NET 30

24X7 SOFTWARE AND HARDWARE SUPPORT: (AMOUNT: \$161,069.22)

- 8 hour On-site with 4 hour Critical Response - **See Section 5.8**
- Remote Dial-in Analysis
- Free Remote SOFTWARE Updates for DataWorks Plus Applications During Normal Business Hours – does not include Operating System
- Overnight Shipping for Defective HARDWARE with Remote Installation Assistance
- Free yearly account call review upon request

8 hour On-site with 4 hour Critical Response for Sites listed in Hardware Related Services:

- **COST: \$7,662.40**

Hardware: Purchased in 2011 – **FINAL YEAR OF HARDWARE COVERAGE**

Forty-one (41) Canon Digital Rebel T1i Camera Kits:

- Canon Digital Rebel T1i Camera
- Canon ACKE5 Power Supply
- USB A/Mini-B Cable

Forty-one (41) Panner Kits: Purchased in 2005

- Panner A/C Supply
- Panner Cable

Two (2) Tripods

Twenty (20) Floor Foot Prints

Nine (9) APC BE325 Surge/UPS (for Camera)

Nine (9) USB Hubs

Eight (8) Track Lighting System Kits which Includes:

- Liton 4' Track
- Liton Flood Fixture (3)
- Liton Power Connector
- One (1) Tripod
- Six (6) Camera Mounting Boxes w/ Bolt
- One (1) Mounted 4' X 4' Formica Backdrop
- Seven (7) 4' x 8' Formica Backdrops

Software: (Capture HW/SW annual maintenance costs: **\$116,607.96**)

- Digital PhotoManager™ Server Edition Software: Interface and Backup Solutions
- Forty-four (44) Digital PhotoManager™ Client Edition Software: Interface and Backup Solutions
- WebWorks™ Main Clustered Server Software and Licenses
 - WebWorks™ Plus – 50 Concurrent Licenses
 - WebWorks™ Express – Unlimited User Licenses

- MQ Series Interface
- JIMS Interface
- BadgeWorks Client Edition Software
- TMH Services (Annual maintenance costs: **\$5,460.00**)
 - Tattoo Matching Server Edition Software (Annual maintenance costs: **\$2,800.00**)
- ASP Interfaces from Digital PhotoManager™ with netRMS and Cogent AFIS (Annual maintenance costs: **\$889.00**)

Facial Recognition Software: (Annual maintenance costs: **\$27,649.86** year)

- FACE Plus Server Edition Software
- Facial Recognition – 2,000,000 Image Templates
- FACES Composite Drawing Application – 25 User Licenses

Disclaimer for all Customers using Windows XP:

Please note, Microsoft has ceased support for Windows XP as of April 8th, 2014. For more information regarding this, please see their website as follows:

<http://windows.microsoft.com/en-US/windows/products/lifecycle>

For quotes regarding upgrading your Operating System for DataWorks Plus products, please contact tpastorini@dataworksplus.com.

1. REPORTING A PROBLEM TO DATAWORKS PLUS:

- 1.1 The **County of San Diego** can contact Technical Support using either of the following options:
 - Toll-free telephone support (**866-632-2780, dial "3" for Customer Support**)
 - Email: support@dataworksplus.com
 - Customers can also generate web-based support tickets by visiting:
www.dataworksplus.com/support.
- 1.2 The **County of San Diego** should use our toll-free number to report problems that require immediate attention. To expedite the problem, the **County of San Diego** needs to have readily available, the machine name or IP address of HARDWARE or SOFTWARE with the problem, the type of SOFTWARE with the issue and a sample record number.

2. DATAWORKS PLUS RESOLUTION PROCESS: (SEE ADDENDUM/EXCLUSIONS)

- 2.1 DATAWORKS PLUS Technical Support Team will open a ticket in our tracking system as acknowledgment of an issue reported to us. The **County of San Diego** can request the ticket number for their tracking purposes.
- 2.2 DATAWORKS PLUS Technical Support will connect to the system remotely to determine the problem and resolution.
 - DATAWORKS PLUS will contact the **County of San Diego** upon closure of the ticket.
 - DATAWORKS PLUS will, at no additional expense to the **County of San Diego**, correct any failures of the covered SOFTWARE to meet its specifications.
- 2.3 If the remote site support does not satisfactorily resolve the problem, DATAWORKS PLUS may choose to send a qualified technician to your site to correct the problem. The decision to send a technician onsite will be at the sole discretion of DATAWORKS PLUS and will be done at no additional expense to the **County of San Diego**.

3. DATAWORKS PLUS RESPONSIBILITIES TO SOFTWARE:

- 3.1 DATAWORKS PLUS will, at no additional expense to the **County of San Diego**, provide all enhancements, additions and updates to the SOFTWARE. The **County of San Diego** can contact our Technical Support team to schedule SOFTWARE updates for any SOFTWARE purchased from DATAWORKS PLUS. All SOFTWARE updates should be scheduled during normal business hours. Fees for non-business hours updates can be provided as needed.
 - ✓ DATAWORKS PLUS warrants that its products are free from viruses. Any virus introduced to the **County of San Diego's** system by DATAWORKS PLUS will be remedied at the sole expense of DATAWORKS PLUS.

4. COUNTY OF SAN DIEGO'S RESPONSIBILITIES:

- 4.1 Maintenance does not cover virus protection or system failure due to virus infection. The on-site system administrator is responsible for Operating System updates and Anti-virus SOFTWARE updates. The **County of San Diego** will be responsible for any damage or failure caused by a computer virus. In the event that a system becomes infected and the **County of San Diego** requires assistance,

DATAWORKS PLUS will assist the **County of San Diego** on a time and materials basis. Systems that have been infected can contact DATAWORKS PLUS to assist with rebuilds after they have completed a complete virus scan and malware scan of the system.

- 4.2 However, the **County of San Diego** can, at no additional expense, contact our technical support team for assistance in setting the proper exclusions for anti-virus solutions provided by the **County of San Diego**.
- 4.3 The **County of San Diego** is responsible for providing a backup solution and ensuring that backups are being conducted. The **County of San Diego** can, at no additional expense, contact DATAWORKS PLUS support to configure SQL backups to disk or USB drive. DATAWORKS PLUS encourages customers to provide a 3rd party backup solution.

5. DATAWORKS PLUS HARDWARE RESPONSIBILITIES: (The section below relates to HARDWARE listed on this contract that is covered by DATAWORKS PLUS)

- 5.1 DATAWORKS PLUS will, at no additional expense to the **County of San Diego**, repair or replace any piece of covered HARDWARE that malfunctions due to normal wear and tear based on manufacturer specifications at the time of purchase. This does not cover HARDWARE malfunctions due to acts of God, abusive damage or accidents, or HARDWARE/HARDWARE components replaced at the discretion of the **County of San Diego**.
- 5.2 This contract does not include consumable items such as (but not limited to) batteries, printer paper, printer ribbons, toner, photographic paper, print heads, magnetic tapes, or transfer ribbons for printers. This applies only to customers who have purchased printers from DATAWORKS PLUS and those printers are under a current support agreement.
- 5.3 DATAWORKS PLUS reserves the right to replace any piece of covered HARDWARE with the same or comparable model if the existing model is no longer available. The decision to replace HARDWARE is at the sole discretion of DATAWORKS PLUS.
- 5.4 DATAWORKS PLUS reserves the right to discontinue coverage for printers that become "general use" printers, instead of printers used exclusively for DATAWORKS PLUS applications. In this event, DATAWORKS PLUS will honor the terms in this agreement but may discontinue coverage upon contract renewal.
- 5.5 DATAWORKS PLUS will, at no additional expense to the **County of San Diego**, provide next-day delivery (except Sundays and Holidays, in which case, delivery will be scheduled for the next business day) of a replacement unit for any piece of covered HARDWARE that malfunctions due to normal wear and tear. DATAWORKS PLUS will provide next-day delivery by UPS Red Label, FedEx Priority Overnight, or a similar service. Replacement units will be loaned to the **County of San Diego** until DATAWORKS PLUS has repaired the failed unit or until DATAWORKS PLUS makes the decision to provide a permanent replacement.
- 5.6 DATAWORKS PLUS will provide telephone assistance for connectivity for defective HARDWARE listed below: Camera equipment, panner sets, keyboards, external disk drives, monitors, mice.
- 5.7 DATAWORKS PLUS will, at no additional expense to the **County of San Diego**, provide all computer-related and firmware updates as deemed necessary, for all computer equipment purchased from

DATAWORKS PLUS and all DATAWORKS PLUS SOFTWARE applications. Additional charges may apply for firmware upgrade for mobile devices.

- 5.8 **NOTE:** 4 hour response time will be provided to the **County of San Diego** when there is a complete system failure at critical sites: Photos & data cannot be taken or entered on any of the Capture Stations within the facility. Critical sites include: **SDCJ (4 stations), LCDF (2 stations), VDF (3 stations), EMJDF (1 station), & Juv Hall (1 station)**. The **County of San Diego** along with DATAWORKS PLUS will maintain a Spare Capture Station that can be easily swapped out if and when a Capture Station fails. This spare will be stored at the **County of San Diego**. The **County of San Diego** will maintain Dell Gold Support on all other PC's and Servers not purchased from DATAWORKS PLUS.

6. CONNECTIVITY:

- 6.1 DATAWORKS PLUS can provide remote connectivity SOFTWARE (such as VNC or Remote Desktop) necessary to provide remote site support. The **Agency** is responsible for providing a VPN or direct-inward-dial telephone line. DATAWORKS PLUS is not responsible for any annual or monthly SOFTWARE fees for connectivity purposes.

7. ADDITIONAL TRAINING:

- 7.1 Upon request, DATAWORKS PLUS will provide a 30% discount on refresher training to the **County of San Diego**. Quotes for training can be obtained by contacting Deanna Allen, Director of Technical Support, at 866 632 2780 x 6731.

8. ASSISTANCE BEYOND THE SCOPE OF THIS CONTRACT:

- 8.1 Additional engineering and support efforts by DATAWORKS PLUS, beyond the scope of this agreement, may be charged as follows. This may include any related travel and administrative expenses.

BILLABLE RATES

(Outside the scope of a current Maintenance and Support Agreement)

8 a.m. – 5 p.m. (M-F, local time)	\$180 per hour, 2 hours minimum charge
After 5 p.m., Saturday, Sunday and Holidays	\$260 per hour, 2 hours minimum charge

9. CONTRACT CANCELLATION:

- 9.1 The **County of San Diego** through written notification to DATAWORKS PLUS may cancel this maintenance/support agreement. Any unused portion of the maintenance/support costs listed on this contract will be refunded to the **County of San Diego** at a pro-rated amount.

DataWorks Plus, LLC
728 N. Pleasantburg Drive
Greenville, SC 29607



866-632-2780 (Toll-Free)
864.672.2780 (P)
864.672.2787 (F)

***See Addendums A and B for information on moving SOFTWARE licenses to new HARDWARE and Non-Maintenance Time and Materials Rates.*

If the County of San Diego requires the CJIS security addendum documentation for our support staff, please contact Support and this will be sent at the earliest.

DATAWORKS PLUS

County of San Diego

Federal ID: 57-1104887

Name: Jessica Mensing

Name: _____

A handwritten signature in cursive script that reads "Jessica Mensing".

Signature: _____

Signature: _____

Title: _____

Date: May 3, 2016

Date: _____

Invoice: TBD

PO#: _____

ADDENDUM A

Occasionally, customers have a need to move our SOFTWARE licenses to new HARDWARE, either due to HARDWARE failure or simply as a HARDWARE upgrade. DATAWORKS PLUS considers application upgrades as a part of our standard maintenance plan. However, system moves are not covered under the plan. Customer should contact DATAWORKS PLUS for pricing for system moves. Customers who need to move SOFTWARE/databases to new HARDWARE will need to do the following:

1. Contact DATAWORKS PLUS at **866.632.2780 x6731** for pricing and scheduling;
 2. Provide DATAWORKS PLUS with an equivalent HARDWARE solution as the original HARDWARE, with any SOFTWARE installed that was originally installed by the Agency;
 3. Provide VPN access to the new system and the old system simultaneously until the move is complete;
 4. Provide access to system backups and logs.
 5. DATAWORKS PLUS understands that some Agencies prefer to handle application license moves to customer owned HARDWARE without DATAWORKS PLUS assistance. In this instance, it is the Agencies responsibility to notify DATAWORKS PLUS so that maintenance coverage will continue for the license(s). The following information should be given to DATAWORKS PLUS to update license information on the maintenance record:
 - Previous machine name and IP
 - New machine name and IP
- DATAWORKS PLUS is not responsible for providing on-site assistance in the event of customer provided hardware failure.
- DATAWORKS PLUS is not responsible for engineering/development work to reconstruct corrupt databases due to customer-provided hardware failure, or failure due to viruses/malware.
- Customers who wish to schedule license moves and/or hardware upgrades may contact DATAWORKS PLUS for fees and scheduling.
- Customers may contact us for pricing for a maintenance uplift plan that includes software license moves.
- Our standard rates of \$180 per hour, 2 hour minimum, will apply for any installation or deployment related support issues after the initial training and installation for Kiosk.

ADDENDUM B- REFERENCE ONLY

DATAWORKS PLUS Non-Customer Time and Materials Information Sheet

DATAWORKS PLUS regrets that your Agency will no longer continue with a standard maintenance contract and hope to work with you as a regular maintenance customer in the future. To assist you during this time, please review the following "Time and Materials" procedures listed below:

- If technical assistance is needed, please contact DATAWORKS PLUS at 866.632.2780 x 3. The rate for T&M customers is as follows:

BILLABLE RATES (Without a Maintenance and Support Agreement)

8 a.m. – 5 p.m. (M-F, local time)	\$225 per hour, 2 hours minimum charge
After 5 p.m., Saturday, Sunday and Holidays	\$450 per hour, 2 hours minimum charge

- DATAWORKS PLUS will open a ticket for your Agency but will need a purchase order before proceeding. Typically, this purchase order will be for the two-hour minimum listed above.
- Upon receipt of the purchase order, our technicians will connect to your site to determine the cause of the problem and an estimate of time for resolution.
- If the problem can be resolved during the two-hour minimum time-frame listed in the purchase order, we will proceed with the repair. DATAWORKS PLUS support technicians will contact your Agency before going above the time limit issued by your Agency.
- If the problem requires HARDWARE to resolve, DATAWORKS PLUS will issue your Agency a quote for the HARDWARE separately, provided the HARDWARE is not listed as obsolete by DATAWORKS PLUS. T&M agencies are responsible for shipping costs for the replacement HARDWARE.
- Upon closure of the ticket, DATAWORKS PLUS will issue an invoice with the purchase order given at the time of the initial call. Please note that agencies with current maintenance contracts will get priority in our support tracking system. However, we are happy to give agencies a time-frame for resolution.
- DATAWORKS PLUS does not provide on-site support for non-maintenance customers.
- DATAWORKS PLUS does not provide SOFTWARE upgrades for non-maintenance customers.

It is our desire to assist agencies in a timely fashion and to the satisfaction of those agencies. Please sign and return this letter along with your PO as acknowledgement to this agreement.

Agency Name: _____

Name: _____

Signature: _____

Title: _____

Date: _____

PO#: _____