MAINTENANCE AND SUPPORT AGREEMENT

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POLICE
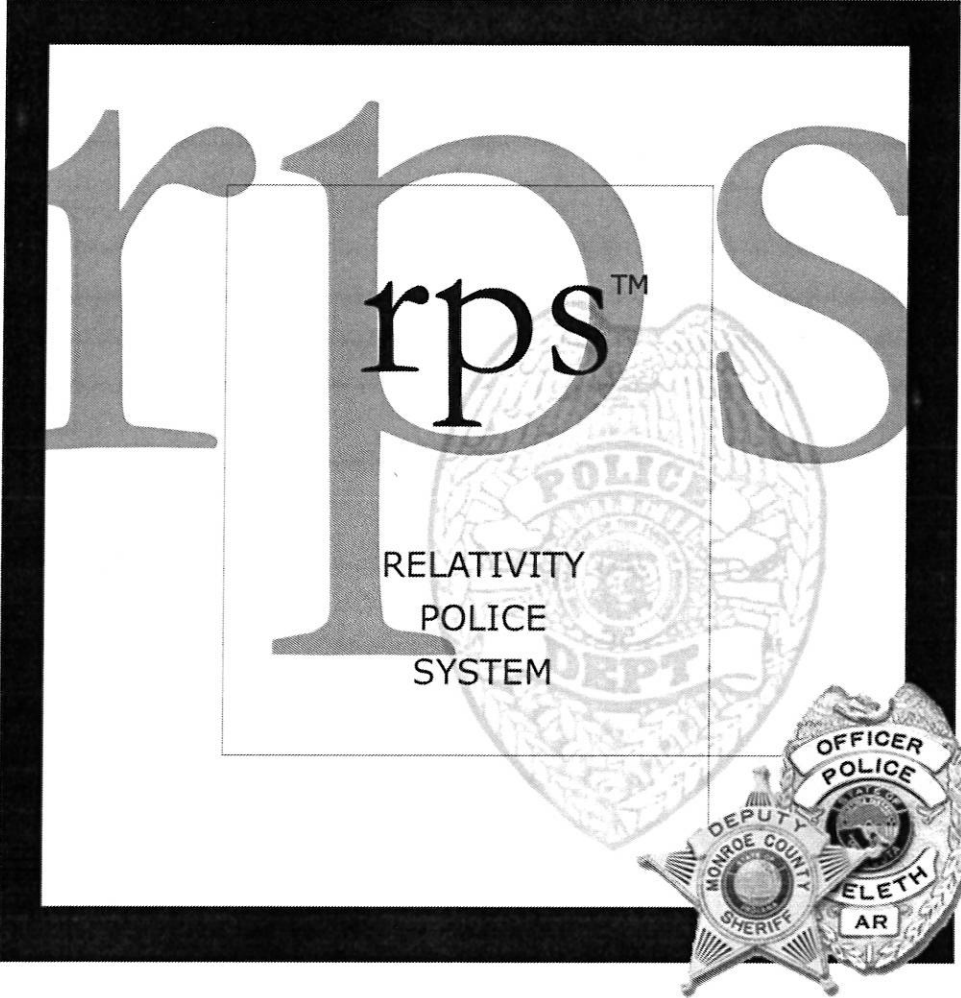SYSTEM

Relativity, Inc.

This Maintenance and Support Agreement (the "Support Agreement"), dated effective as of the 1 Jan 2015, is by and between Relativity, Inc. ("Relativity, Inc.") and The City of Jonesboro – Central Dispatch Facility ("Customer"). In connection with the Purchase and License Agreement between the parties (the "License Agreement"), Customer desires to purchase from Relativity, Inc. certain maintenance, support services, upgrade protection for the Software. All capitalized terms used and not otherwise defined herein shall have the meanings set forth in the License Agreement.

In consideration of the mutual agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1: DEFINITIONS

1.1.1   The Software. The software products and number of licenses covered by this agreement are detailed in Exhibit C.

1.1.2   Coverage Hours. Basic Support for the hours between 8:00 a.m. and 5:00 p.m., Central Time, Monday through Friday, excluding regularly scheduled holidays of Relativity, Inc. After hours and holiday support is provided at no additional charge for emergency need scenarios.

1.1.3   Scheduled holidays include most US Federal holidays, including New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas. Relativity is also closed the Friday after Thanksgiving, and Christmas Eve (Dec 24) if it falls during the work week.

1.1.4   Enhancement. Any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Relativity, Inc. may designate Enhancements as minor or major, depending on Relativity's assessment of their value and of the function added to the preexisting Software.

1.1.5   Error. Any failure of the Software to conform in all material respects to its functional specifications as published from time to time by Relativity, Inc., subject to the exceptions set forth in Section 4.

1.1.6   Error Correction. Either a software modification or addition that, when made or added to the Software, establishes material conformity of the Software to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect on Customer of such nonconformity. Error Correction services are subject to the exceptions set forth in Section 4.

1.1.7   Releases. New versions of the Software, including all Error Corrections and Enhancements.

1.1.8   Response Time. Six (6) or less workday Coverage Hours, from the time Customer first notifies Relativity, Inc. of an Error until Relativity, Inc. initiates work toward development of an Error Correction.

1.1.9   Support Term. The Initial Support Term together with all renewal terms of this Agreement. The Initial Support Term will be from the initial installation date through December 31 of the installation year. Thereafter, the Support Term shall automatically renew for successive periods of one year each,

from January 1 through December 31, unless and until terminated pursuant to Section 8 hereof. In no event, however, shall the Support Term extend beyond the term of the License Agreement.

SECTION 2: ELIGIBILITY FOR SUPPORT

2.1 Relativity, Inc.'s obligation to provide the support and maintenance services described in this Support Agreement with respect to the Software may be terminated pursuant to Section 8.2.2 or suspended, at Relativity, Inc.'s discretion, if at any time during the term of this Support Agreement any of the following requirements are not met:

2.1.1 The License Agreement must remain valid and in effect at all times;

2.1.2 The Software must be operated on a hardware platform approved by Relativity, Inc.; and

2.1.3 Customer must be current on payment of maintenance and support fees.

2.2 Relativity, Inc. may require Customer to appoint a new Relativity, Inc. Application Administrator in order to continue receiving support services or increase Customer's support fees, if Relativity, Inc. reasonably determines that the acting Relativity, Inc. Application Administrator does not have the training or experience necessary to communicate effectively with Relativity, Inc. support personnel.

SECTION 3: SCOPE OF SERVICES

During the Support Term, Relativity, Inc. shall render the following services in support of the Software, during Coverage Hours:

3.1 Relativity, Inc. shall maintain a Support Services Control Center capable of receiving from the Relativity, Inc. Application Administer, by telephone, reports of any software irregularities, and requests for assistance in use of the Software.

3.2 Relativity, Inc. shall maintain a trained staff capable of rendering support services set forth in this Support Agreement.

3.3 Relativity, Inc. shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Relativity, Inc. in accordance with Relativity's standard reporting procedures. Relativity, Inc. shall, after verifying that such an Error is present, initiate work within the Response Time in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Relativity, Inc. shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and Relativity, Inc. shall include the Error Correction in all subsequent Releases of the Software. Relativity, Inc. supports two (2) versions back from the most recent release version. However, Relativity, Inc. shall not be responsible for correcting Errors in any version of the Software other than the most recent release.

3.4 Relativity, Inc. may, from time to time, issue new Releases of the Software to its Customers generally, containing Error Corrections, minor Enhancements, and, in certain instances, if Relativity, Inc. so elects, major

Enhancements. Although it is not Relativity, Inc. standard practice, Relativity, Inc. reserves the right to require additional license fees for major Enhancements. Relativity, Inc. shall provide Customer with one copy of each new Release, without additional charge. Relativity, Inc. shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to 14 be provided at Customer's facility, shall be subject to the supplemental charges set forth in Exhibit B.

3.5 Relativity, Inc. shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Software (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to in writing by Relativity, Inc. and Customer.

SECTION 4: SERVICES NOT COVERED BY THIS SUPPORT AGREEMENT

The services identified in this section are specifically NOT covered by this Support Agreement. Relativity, Inc. strongly recommends that Customer secure a separate support agreement with third party vendors for all non-Relativity, Inc. products. Relativity, Inc. may, in its discretion, provide such services to Customer upon request, for an additional fee as the parties may agree in writing.

4.1 Support for any third party products including hardware, or support for hardware failure due to the use of any third party vendor products. Relativity, Inc. may in its discretion provide first-line support for third party software; if not, Relativity, Inc. will refer Customer to the vendor of such software for resolution of support issues.

4.2 Any network failures or problems including, but not limited to, cabling, communication lines, routers, connectors, and network software.

4.3 Restoration and/or recovery of data files and/or the operating system. Relativity, Inc. will, upon request of Customer and subject to its then-current fees for such services, use reasonable efforts to assist Customer in recovering lost data.

4.4 Any breach of warranty, damages to the Software or its database, data corruption, or support issues, security issues, or performance issues arising out of Customer's or a third party's use of the Utilities or any software not specifically licensed by Relativity, Inc. to Customer for use in connection with the Software. Any assistance provided by Relativity, Inc. in resolving such problems shall be charged to Customer on a time and materials basis. Additionally, any unauthorized use of the Utilities or other software in connection with the Software by Customer (or by a third party with Customer's knowledge) may result, at Relativity, Inc.'s sole option, in voidance of warranties, an increase in the annual maintenance and support fees under this Support Agreement, and/or loss of rights to upgrades under this Support Agreement.

4.5 Any damages to or problems with the Software or its database, data corruption, support issues, security issues, or performance issues arising from Customer's utilization of the "write" feature of the ODBC interface to write to or modify the database in any way.

4.6 Support for Software problems caused by Customer misuse, alteration or damage to the Software or Customer's combining or merging the Software with any hardware or software not supplied by or identified as

compatible by Relativity, Inc., customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), or third party software or hardware malfunction.

4.7 Supporting, configuring, maintaining, or upgrading the operating system, including, but not limited to, backups, restores, fixes, and patches.

4.8 Assistance with problems caused by operating system installation, configuration, errors, maintenance or repair, or using incorrect versions of the operating system.

4.9 Onsite service visits to Customer's facility.

4.10 Printers connected to the back of terminals/personal computers (commonly called pass-through printing) or network printers are not supported by Relativity, Inc.

SECTION 5: OBLIGATIONS OF CUSTOMER

5.1 Customer must maintain and provide, at no cost to Relativity, Inc., access to broadband internet connectivity for remote connection purposes limited to Relativity's specific IP address, connected directly to customer's network, with full access to the server (24 hours per day, 7 days per week) that is used with the Licensed Program.

5.2 A representative of Customer's IT department must be present when any onsite support is provided. Customer agrees that if such representative is not present when the Relativity, Inc. representative arrives on site, the Relativity, Inc. representative shall notify an appropriate representative of Customer, if feasible, that there is no Customer IT representative present. If Customer's IT representative does not arrive within a reasonable time, no work will be performed and Customer will be charged for all expenses incurred and relating to the visit.

5.3 Customer is responsible for providing one or more qualified Application Administrators. At least one Relativity, Inc. Application Administrator must be available at all times; however, after-hours availability is required only when and if Customer is requesting after- hours support from Relativity, Inc..

5.4 Customer is responsible for providing all networking, servers, client computers, printers, backups, and security unless otherwise noted.

5.5 Customer must provide Relativity, Inc. with information sufficient for Relativity, Inc. to duplicate the circumstances under which an Error in the Software became apparent.

SECTION 6: RELATIVITY, INC. APPLICATION ADMINISTRATOR REQUIREMENTS

6.1 Customer will be responsible for ensuring the Application Administrator requests and receives training from Relativity. The costs of such training, including any course fees, travel, and lodging expenses will be the responsibility of the Customer.

6.2 Contact information for the Relativity, Inc. Application Administrator(s) must be recorded in Appendix A1 of this Support Agreement. Appendix 1 must be signed by an authorized representative of Customer. Changes to

the information recorded in Appendix 1 will require that a new Appendix 1 be completed, signed and filed with Relativity, Inc.

6.3 Requests for support services received by anyone other than an Application Administrator or Member of IT Support Staff as identified in the current Appendix 1 on file with Relativity, Inc., may be referred back to the IT Support Staff.

6.4 Each designated Relativity, Inc. Application Administrator should be sufficiently qualified to address, or have other support resources to address, without the aid of Relativity, Inc., all problems relating to hardware, software, or operating system not directly associated with the Software provided by Relativity, Inc.

SECTION 7: FEES AND CHARGES

7.1 Customer shall pay Relativity, Inc. the Support Fee, as set forth in Exhibit B: Purchased Products and Services, and any other charges or fees described herein. ~~Relativity, Inc. reserves the right to change its Support Fee, effective upon no less than 90 days prior written notice to Customer.~~ Second and Subsequent-year's support fees, are charged beginning the 1st day of the Fiscal year after the Initial Support Term. Additionally, adjustments to Support Fees may result from changes in (1) software prices, (2) number of software modules used, (3) an increase in Customer's size (as further described in Section 7.6) , (4) computer hardware, (5) Coverage Hours selected by Customer, or (6) violation of the restrictions set forth in Section 4.4 of this Support Agreement.

7.2 Relativity, Inc. shall invoice Customer for annual Support Fees at the beginning of each calendar year. In the event that additional billable work is performed, all billable charges and expenses will be invoiced to Customer at the beginning of the month following the month in which they accrued or were incurred. Customer shall pay the invoiced amounts immediately upon receipt of such invoices. ~~Any amount not paid within thirty (30) days after the invoice date shall bear interest at the rate of eighteen (18) percent per year or the highest rate allowed by applicable law, whichever is less.~~

7.3 Customer shall be responsible for and agrees to pay the fees and charges incurred for procuring, installing, and maintaining all equipment, telephone lines, modems, communications interfaces, networks, and other products necessary to operate the Licensed Software.

7.4 Customer agrees to pay additional charges according to the Relativity, Inc. Fee Schedule for all work required by Customer and performed outside of Coverage Hours. These charges are applicable for any work performed outside of the Coverage Hours, REGARDLESS OF THE CAUSE, even if the requested work was reported and/or initiated during normal Coverage Hours.

7.5 Should Customer request onsite support services, Customer shall reimburse Relativity, Inc. for all labor, travel, and related expenses incurred by Relativity, Inc. in providing such support services.

7.6 Additional Support Fees may be required by Relativity, Inc. if there is a significant increase in Customer's size with respect to use of the Software. An increase in size may arise out of Customer's internal growth. Relevant factors include number of employees, number of dispatchers and/or number of jail beds. Payment of such additional Support Fees is due within thirty (30) days of the date of the invoice for such fees. Such fees will be prorated, based upon the date during the contract year the increase in Customer's size occurred.

SECTION 8: TERMINATION

8.1 This Support Agreement shall automatically terminate immediately upon termination of the License Agreement for any reason.

8.2 Either party may terminate this Support Agreement as follows:

8.2.1   Upon 30 days prior written notice, if the other party has materially breached any provision of this Support Agreement and the offending party has not cured such breach within the 30-day notice period.

8.2.2   Following termination of this Support Agreement, Relativity, Inc. shall immediately invoice Customer for all accrued fees, charges, and reimbursable expenses; and Customer shall pay the invoiced amount immediately upon receipt of such invoice.

SECTION 9: GENERAL

9.1 ~~The terms of Section 11: Limited Warranty and Limitation of Liability; Indemnification and Section 13: Miscellaneous of the License Agreement are hereby incorporated into this Support Agreement by reference.~~

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

Jonesboro Central Dispatch   Dillon Watkins, Relativity, Inc.

Signature: Signature:

Print Name: Print Name:

Title: Title:

Date: Date:

EXHIBIT A - AUTHORIZED AGENCY TECHNICAL REPRESENTATIVE(S) CONTACT INFORMATION

The following employees of the Jonesboro Police Department and/or the City of Jonesboro are considered Authorized Technical Representatives.

Jonesboro IT Staff – Erick Woodruff, Jason Ratliff, Dennis Trinidad, Brandan Massey, Charlando Simpson, Tylis Mays

EXHIBIT B – SUPPORT COST AND ADDITIONAL FEES

ANNUAL SUPPORT AMOUNT 2015

The total base annual support amount for 2015 is $51,783.45, including sales tax. See Exhibit F for the full invoice.

REMOTE TECHNICAL SUPPORT

Remote technical support during normal business hours via phone, email, or remote sessions is provided at no additional cost by this service agreement.

ONSITE SUPPORT

Onsite support during normal business hours when the situation cannot be handled by remote support is provided at no additional cost by this service agreement. Onsite support does not include travel costs.

Scheduled maintenance tasks such as server moves, major upgrades, or new feature installation when the client requests it be done outside of normal business hours to minimize downtime, would also be done at no additional cost under this agreement. The time would need to be scheduled in advance.

AFTER HOURS SUPPORT

Support for emergency purposes outside of normal business hours is provided at no additional cost by this service agreement.

Emergency support items would include things like a system outage, or anything interfering or preventing the operation of the system. This would include outages due to hardware or software failures or software errors.

Non-emergency support would be routine maintenance tasks or minor questions, such as changing a password, adding a new user, or installing a new workstation.

- Support for non-emergency items will be billed at $100 per hour
- Non-emergency support will not be billed without written approval via e-mail by an authorized agent of the client

TRAVEL COSTS

Customers within a 60 mile radius of the closest Relativity, Inc. office will not be billed for travel fees. Travel outside of that radius will be billed as follows:

- Driving Distance: If the client is within driving distance, the round trip mileage between our office and the customer site will be calculated using Google Maps. The mileage will be multiplied by the standard IRS Mileage Rate (currently $0.575 per mile)
- Overnight Trips: If the service trip requires overnight lodging or commercial travel (planes, trains, bus, etc.), the cost of the travel and travel related expenses shall be paid by the client. This includes but is not limited to commercial travel (flights, trains, bus, subway, etc.), rental cars, taxis. If a personal vehicle is used for travel it will be subject to the IRS Mileage Rate for the round trip distance between our office and the customer site, as calculated using Google Maps

TRAINING

Relativity offers remote training on an as needed basis by webinars, videos, phone, email, manuals, and included help files at no additional charge.

Onsite Training is provided on an as needed basis at no charge under this service agreement, subject to Travel Costs as outlined in Exhibit B.

CUSTOM PROGRAMMING

Any changes to the software at customer request are subject to charge. The following exceptions apply:

- Changes made to correct a defect reported by a customer are included as part of the service agreement
- Changes made to support a new regulatory or legal requirement, such as a change to the NIBRS reporting requirements by the FBI are included as part of the service agreement

Any changes to the software which are done to fulfill those exceptions are provided at no charge in regular updates to the software.

Any changes which do not meet these exceptions are subject to a custom programming rate of $150 / hour. This includes any time spent in design, implementation, testing, and installation. Custom programming work will not be done without prior discussion and a written signed agreement between Relativity, Inc. and the customer, which clearly outlines the scope of the custom work, the requirements for acceptance, and an estimate of the cost.

- At the discretion of Relativity, Inc., custom work may be quoted at a flat rate
- Major Enhancements or New Features which would be useful to multiple clients may be quoted at a discounted rate, to share the cost between clients who are interested in the changes.

Any changes to the Software remain the intellectual property of Relativity, Inc. Relativity, Inc. reserves the right to sell or share those changes to the Software with other clients at our discretion.

EXHIBIT C - THE SOFTWARE -INCLUDED PRODUCTS AND SERVICES

The following software developed by Relativity, Inc. is included in this support agreement.

RPS COMPUTER AIDED DISPATCH

- 6 Dispatch / Call Taker Workstations

RMD – MOBILE DATA TERMINAL SOFTWARE

- Site License up to 150 clients
- Includes RMD client software installed in cars
- Includes RATS II, RMD Notification Service, and RMD Messaging Web Service installed on AVL Server

MOBILE OI

- Site License up to 150 up to 150 clients
- Mobile Incident Reporting Software for use in the cars
- May be exchanged for RPS Client license in car

RPS WEB MAPPING

- One license
- This includes services which send Sex Offenders, Incident Locations, and Warrants to the website
- This includes the website which displays Sex Offenders, Incident Locations, and Warrants

RPS CAD 911 INTERFACE

- One License
- This is the interface which reads the CAD spill from the AT&T 911 computers and inserts the information into RPS

RPS AVL CAPTURE SERVICE

- One License
- This service captures the current car location for each vehicle from CompassTrac and imports that into RPS for nearest unit and traffic stop location calculations

RPS DISPATCH SERVICE

- One License
- This service sends information about current fire related dispatch calls to CompassTrac clients in the fire trucks

MODEM STATUS TOOL

- Site License
- This utility was developed to integrate information from CompassTrac and RPS
- The utility helps to troubleshoot which modems are not configured correctly or which modems are not reporting to the server

The following additional packages are available at no additional charge, but are not currently installed

RPS DISPATCH EXPORT

- Allows automatic posting of dispatch calls to Twitter, web site, or XML feed
- Allows dispatch to receive incoming tweets and attach them to dispatch calls
- Allows dispatch to send Tweets on demand through an authorize Twitter account

QUIK TIP INTEGRATED TIP SOLUTION

- Allows the public to post tips using a website or using an iphone or android phone app
- Allows tips to be posted anonymously if desired
- Tips can include photos
- Allows dispatch to start a dispatch call or attach tip to an existing dispatch call
- Allows dispatcher to interact with tipster, even anonymous tipsters, by sending and receiving communications

EXHIBIT D - THIRD PARTY SOFTWARE

The following software packages are not produced by Relativity, and are considered Third Party Software for the purpose of this agreement.

Relativity is responsible for providing frontline support for these products, including installing, configuring, and doing basic maintenance of the third party software. When needed, Relativity will serve as an interface between the client and the third party software manufacturer.

The client is responsible for providing and maintaining suitable hardware for the software to run on.

Additional licenses or updates to new versions of the third party software are not included as part of this support agreement. The cost of these additional licenses or updates will either be billed directly to the client by the third party software manufacturer, or invoiced by Relativity, Inc.

MICROSOFT SQL SOFTWARE

- The database software package used to store data for RPS, RMD, CompassTrac, and ConnectCIC.
- The client is responsible for providing Microsoft SQL Server, and an appropriate server with sufficient RAM, hard drive space, and CPU power to host SQL Server
- The client is responsible for backing up SQL Server
- Relativity will provide advice and assistance with installation and maintenance, including but not limited to backup plans, index maintenance, and performance tuning.

COMPASSCOM COMPASSTRAC

- The current CompassTrac license includes capacity for 205 vehicles and 34 simultaneous clients. This includes clients in the Dispatch Center, Fire Trucks, Police Cars, CCSO, Medic One, and Emerson.
- This suite includes CompasTrac LDE, CompassTrac modem Parsers, and CompassTrac Clients. This software package accepts location data from AVL modems in vehicles and displays their current location on the map.
- The Parsers are programs that take incoming data from individual vehicles from different types of modems, and standardizes that information for the LDE
- The LDE is the central program in CompassTrac that accepts the incoming data from the Parsers, and communicates with the client machines
- Data from CompassTrac is integrated into RPS to provide nearest unit calculations and traffic stop locations
- RPS sends information about fire related dispatch calls to CompassTrac in the fire trucks
- The client is responsible for providing an appropriate server with sufficient RAM, hard drive space, and CPU power to host this product
- The client is responsible for

COMMSYS CONNECTCIC

- This software runs on the AVL server, and is not installed on any client machines. One license covers the entire installation.
- This software serves as the bridge between the RMD mobile Data terminals and ACIC. This sends the searches from the officers to ACIC, and gets the results back.

NETMOTION MOBILITY

- This software makes the VPN connection between the mobile units and the server.
- One license is required per vehicle.
- This software is required by ACIC to encrypt the communications between the server and the cars

FIREDAEMON

- One license on AVL Server
- This software takes the CompassTrac Parsers and LDE program and runs them as a service on the server.

RMD – Mobile OI Component Diagram
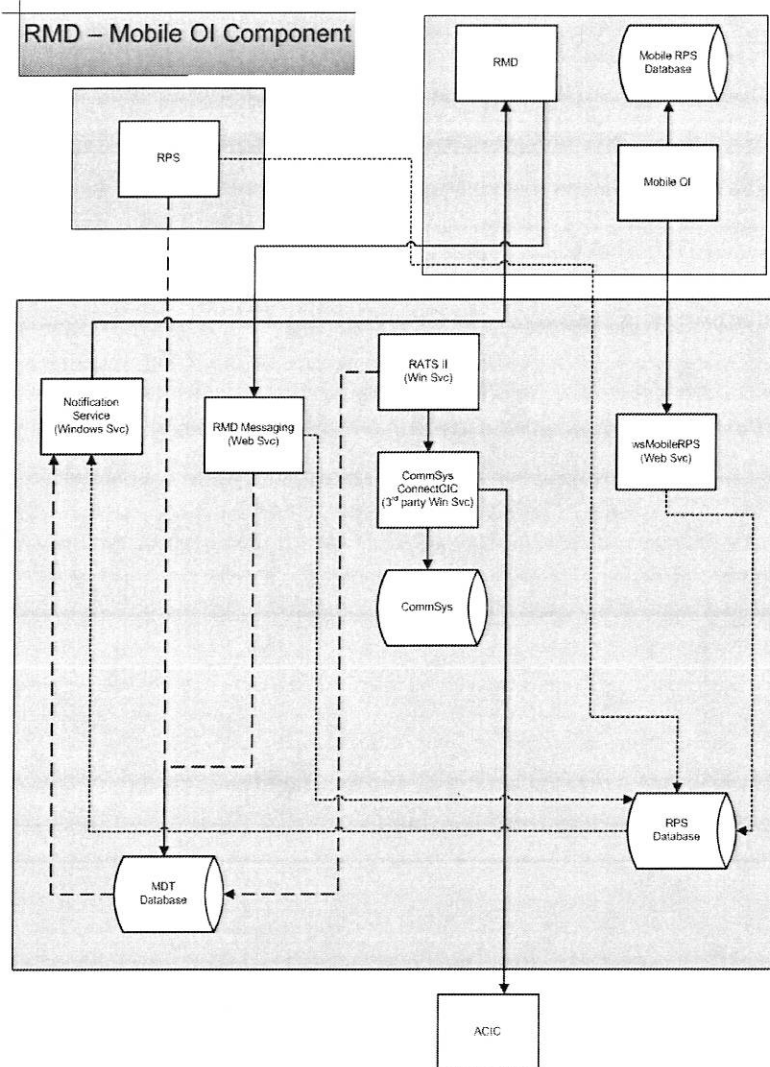
RMD Data Interfaces

State and Federal Queries available from RMD (Relativity Mobile Data) Component	
• Driver's License queries	• Name/DOB queries
• Gun queries	• Stolen Item queries
• Vehicle VIN number queries	• Vehicle Tag Number queries
• Boat Registration queries	• Wanted Persons queries

Local Queries available from RMD (Relativity Mobile Data) Component	
• Home Agency Warrants	• Cross Agency Warrant Search

• Registered Sex Offenders	

CAD to RMD Interface Elements	
• Rapid Call display in mobile unit	• Status time response from mobile
• Selective Broadcast capability	• One to one or group chat functions
• All call situational awareness	• Assigned call display/notification
• Watch list with live status reporting	• BOLO and Stolen Vehicle publishing

QuikTip and Twitter Components	
• QuikTip Web Component	• Inbound Twitter Interface to CAD
• QuikTip CAD interface	• Outbound Twitter Interface
• QuikTip iOS App	
• QuikTip Android App	

AVL/GPS Component Interfaces	
• Modem Tool for status monitoring and data quality checks	• Location Capture Engine
• Map API for ESRI Runtimes	• Location Geocoder