



SOFTWARE MAINTENANCE & SUPPORT AGREEMENT

This Agreement is entered into this 24TH day of FEBRUARY, 2015, by and between COUNTY OF GILA, ARIZONA (hereinafter "CLIENT") and CRW SYSTEMS, INC., (hereafter "CRW") for the maintenance and support services as specifically provided herein (hereafter referred to as "the SOFTWARE") provided to CLIENT by CRW pursuant to a separate Installation & License Agreement.

IN CONSIDERATION of the covenants as set forth in this Agreement, CLIENT and CRW agree as follows:

A. SCOPE OF SERVICES

A.1. AGREEMENT CONTENTS:

This Agreement includes the following Exhibits:

Exhibit A. Covered Sites, Software Modules, & Configuration

Exhibit B. Services & Fees

A.2. SERVICES OFFERING:

CRW shall provide maintenance service, technical support, and software updates for the SOFTWARE as further detailed in Exhibit A and herein referred to as "Covered Software". Covered software does not include hardware, hardware vendor operating systems and other system software, CLIENT-developed software, or third-party software.

B. DESCRIPTION OF SERVICES

B.1. SUPPORT SERVICES:

During the term of this Agreement, CRW shall provide the services described herein so as to maintain the Covered Software in good working order, keeping it free from material defects so that the Covered Software shall function properly and in accordance with its intended use.

CRW shall provide the following services:

B.1.1. TRAKiT software modifications to correct bugs or errors that are reported to CRW by CLIENT.

B.1.2. TRAKiT software updates that are posted from time to time.

B.1.3. Technical support via telephone. CRW reserves the right to restrict phone access to CLIENT-designated System Administrators. Toll-free phone access is provided by CRW (888-279-2043).

B.1.4. Technical support via web form on CRW web site (www.crw.com).

B.1.5. TRAKiT Software enhancement requests may be submitted by CLIENT to CRW. Enhancement requests will be reviewed by CRW and may be incorporated into future releases. CLIENT understands that submittal of enhancement request does not obligate CRW to provide software modification.

B.1.6. CLIENT may register for and enroll in CRW training classes for System Administrators or Users. Registration fees may vary from time to time.

B.2. SERVICE LEVEL AGREEMENT:

The purpose of this Service Level Agreement (SLA) is to ensure that the proper commitments are in place to provide consistent IT service support and delivery to CLIENT by CRW. This SLA is valid from the effective date of this contract and is valid until further notice.

B.2.1. Service Availability

Coverage parameters specific to the services outlined herein are as follows:

B.2.1.1. Telephone and Email support is available during normal operating hours between 5:00 AM to 5:00 PM (PST) Monday through Friday. Calls received out of office hours will be received by CRW's automated messaging system and best efforts will be made to take action to any after-hours requests.

B.2.1.2. Emails received outside of normal operating hours will be collected, however, no action can be guaranteed until the next working day.



B.2.2. Remedial Support

Upon notification by CLIENT of an error, defect, malfunction or nonconformity in the Covered Software, CRW shall evaluate and classify the notification by the CLIENT and respond as follows:

B.2.2.1. SEVERITY 1: Produces an emergency situation in which the Covered Software is inoperable.

RESPONSE: CRW shall provide a response by a qualified member of its staff to begin to diagnose and to correct Severity 1 problem as soon as reasonably possible, but in any event, a response via telephone will be provided within two (2) hours. CRW will continue to provide best efforts to resolve Severity 1 problems in less than forty-eight (48) hours. The resolution will be delivered to CLIENT as a work-around or as an emergency software fix. If CRW delivers a work-around, the severity classification will drop to Severity 2.

B.2.2.2. SEVERITY 2: Produces a detrimental situation in which performance of the Covered Software degrades substantially such that work cannot be accomplished, severely impacting use; the Covered Software is usable, but materially incomplete; or one or more mainline functions or commands is inoperable.

RESPONSE: CRW will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 2 problem as soon as reasonably possible, but in any event a response via telephone will be provided within six (6) hours. CRW will exercise best efforts to resolve Severity 2 problems within five (5) days. The resolution shall be delivered to CLIENT in the same format as Severity 1 problems. If CRW delivers a work-around for a Severity 2 problem, the severity classification will drop to a Severity 3.

B.2.2.3. SEVERITY 3: Produces a situation in which the Covered Software is usable, but has a minor defect; the user suffers little or no significant impact.

RESPONSE: CRW will make a best effort to provide a fix for Severity 3 problems within the next two scheduled maintenance releases.

B.2.2.4. SEVERITY 4: Produces a situation in which use of the Covered Software is superficially affected (e.g. appearance or understanding) and which is correctable by a documentation change or by a future, regular release from CRW.

RESPONSE: CRW will make a best effort to provide a fix for Severity 4 problems within the next four scheduled maintenance releases.

B.2.2.5. For the purpose of the response listed above, an "hour" is defined as one (1) business hour during CRW office hours, and a "day" is defined as one (1) business day during CRW office hours.

B.3. SERVICE NOT INCLUDED:

Maintenance services do not include any of the following:

- (1) Custom programming services;
- (2) On-site support, including installation of hardware or software;
- (3) Support of any software not designated as Covered Software.
- (4) Custom reports/forms or a modification to an existing reports/forms.
- (5) Training, except as specified in Exhibit B.

B.4. ADDITIONAL SERVICES:

CLIENT may request CRW perform additional services which are not covered under the Scope of Services or Description of Services as provided in this Agreement. Should CRW agree to perform said additional services, CRW & CLIENT shall enter into a separate written agreement setting forth the scope of said additional services and the compensation to CRW for those additional services. Said separate written agreement may be made an amendment to this Agreement at CRW's discretion.



B.5. LIMITS OF LIABILITY

CRW assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Covered Software if CLIENT has made changes to the system hardware/software configuration or modifications to any supplied source code of the Covered Software.

C. DUTIES & RESPONSIBILITIES OF CLIENT

C.1. INFORMATION TO BE PROVIDED BY CLIENT:

- C.1.1.** The CLIENT will provide CRW with access to CLIENT servers and workstations as needed for technical support or assistance.
 - C.1.1.1** CLIENT will provide, for the purpose of CRW providing technical support or assistance, access to CLIENT workstations and servers upon CRW's request.
- C.1.2.** The CLIENT will ensure and provide that staff who the use of CRW software will have sufficient basic knowledge of CLIENT business processes and basic MS-Windows functions.
- C.1.3.** CLIENT workstations and servers must be compatible with software configurations requested by CRW.

D. COMPENSATION

D.1. SERVICE FEES:

Fees for Maintenance, Support & Service provided under this Agreement shall be contained in Exhibit B. Should a user and/or software package be added to Exhibit A, CRW reserves the right to adjust and/or amend Exhibit A and Exhibit B accordingly and shall provide CLIENT with notification of such adjustment.

D.2. TAXES:

CLIENT shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, national, state or otherwise, however designated which are levied or imposed by reason of transactions contemplated by this Agreement, except those which arise as a result of income, including withholding taxes or similar deductions. Without limiting the foregoing, CLIENT shall promptly pay to CRW an amount equal to any such items actually paid, or required to be collected by CRW.

E. EXCLUSIONS OF LIABILITY

E.1 WARRANTY:

CRW makes and CLIENT receives no warranty express or implied and there is expressly excluded all warranties of merchantability and fitness for a particular purpose. CLIENT acknowledges and agrees that the maintenance fees and other charges which CRW is charging under this agreement do not include any consideration for assumption by CRW of the risk of CLIENT's consequential or incidental damages or of unlimited direct damages. Accordingly, CRW shall have no liability with respect to its obligations under this agreement for consequential, exemplary, or incidental damages, even if it has been advised of the possibility of such damages. except in the case of gross negligence or willful misconduct, in no event shall CRW be liable hereunder to CLIENT for cumulative direct damages in any amount greater than that paid by CLIENT to CRW under this agreement as a maintenance fee for the twelve (12) month period immediately preceding the accrual of the cause of action.

E.2. INDEMNITY:

- E.2.1.** To the extent permitted by law, CRW agrees to indemnify and hold harmless CLIENT, its officers, officials, employees, and agents from and against liability, damages, costs, losses, claims and expenses, including reasonable attorneys' fees, arising out of the negligent acts, errors or omissions of CRW and its employees, subcontractors, sub consultants, and agents in the performance of this Agreement.
- E.2.2.** To the extent permitted by law, CLIENT agrees to indemnify and hold harmless CRW, its employees, sub consultants, and agents from and against liability, damages, costs, losses, claims, and expenses, including reasonable attorneys' fees, arising out of the negligent acts, errors, or omissions of the CLIENT, its officers or employees, including, but not limited to, incorrect data or information provided by CLIENT.



F. INSURANCES & LICENSES

F.1. INSURANCE:

CRW shall procure and maintain in force, for the entire duration of this Agreement, insurance providing coverage for bodily injury and property damage which may arise out of the operations of CRW or its subcontractors, employees, agents, assigns or for anyone whose acts any of them may be liable. Such insurance shall have coverage limits equal to or greater than the minimum limits set forth herein.

CRW shall furnish an Accord 25-S certificate of insurance evidencing the existence of all insurance coverage's required by this contract prior to the commencement of a new term.

F.1.1. Commercial General Liability Insurance (CGL)

F.1.1.1. Commercial General Liability Insurance (CGL) shall be provided on an Occurrence Form with coverage limits as shown in this section below. Claims-made coverage and Modified occurrence forms are unacceptable.

Each Occurrence Limit	\$2,000,000
General Aggregate Limit	\$3,000,000
Products/Completed Operations Limit:	\$2,000,000
Personal and Advertising Injury Limit	\$2,000,000

F.1.1.2. CRW shall endorse the CGL to include CLIENT as an "additional insured", including coverage for products and completed operations, and a copy of this endorsement shall accompany each certificate. The additional insurance endorsement shall be CG2010\1985 edition or its equivalent.

F.1.1.3. CRW's insurance shall be primary and not excess to, or contributory with any insurance coverage. CRW's insurance shall be endorsed to provide project specific aggregate limits with respect to project covered by this contract.

F.1.1.4. CGL coverage, including products and completed operations coverage, shall be maintained from the date work commences until two years after the work has been completed.

F.1.2. Worker's Compensation/Employers Liability Insurance

F.1.2.1. CRW and its subcontractors are required to purchase and maintain in force worker's compensation coverage and employer's liability coverage at the following limits:

Worker's Compensation Coverage	Statutory Limits
Federal Acts Coverage (if applicable)	Statutory Limits
Employers Liability Insurance	
Each Occurrence Limit	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

F.1.2.2. If the work required by this contract or the location of the work specified in this contract constitutes an exposure to the employees of CRW or its subcontractors under the U.S. Longshoremen and harbor Workers Act, The Jones Act, or under any laws, regulations or statutes that apply to maritime workers, CRW shall ensure that proper coverage is purchased and maintained.

F.1.2.3. CRW and all Subcontractors shall endorse the Worker's Compensation coverage to provide a "waiver of subrogation" in favor of the CLIENT.

F.1.3. Commercial Automobile Liability Coverage

Commercial Automobile Liability Coverage shall be provided as Combined Single Limit \$2,000,000. Automobile Liability coverage shall include coverage for owned, non-owned and hired automobiles and be endorsed naming the CLIENT as an additional insured.

F.1.4. Professional Liability Coverage

Professional Liability Coverage covering any damages caused by an error, omission or any negligent or wrongful acts related to the services to be provided under this contract. Per occurrence (for all claimants for claims arising out of a single accident or occurrence) in the amount of \$2,000,000.

F.2. LICENSES:

CRW shall maintain all licenses required by law which are applicable and necessary to the course and conduct of their business, including, but not limited to, a business license in the State, County, and/or City in which CLIENT is located, if applicable. Said licenses shall be maintained in full force throughout the term of this Agreement and any extension thereof.

G. TERM & TERMINATION

G.1. TERM:

The term of this Agreement shall be for four (4) years. Covered Software maintenance service and support shall commence upon the receipt of a fully executed original of this Agreement. This Agreement shall remain in effect for the original four (4) year term-

G.2. TERMINATION:

This Agreement may be terminated by CLIENT at any time, with or without cause upon thirty (30) days written notice to CRW. The Date of Termination (hereinafter "Date of Termination" or "Termination Date") shall be defined as the date which is thirty (30) days from the date on which the written notice of termination is postmarked or if sent by email, the date which is thirty (30) days from the date on which CRW is in receipt of said email. In the event of termination by CLIENT, CLIENT shall pay CRW for all services rendered up to and including the Date of Termination.

This Agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, CLIENT shall be liable only for payment for services rendered and accepted material received by CLIENT before the effective date of termination.

H. COMMUNICATION THROUGH CLIENT / CRW DESIGNATED REPRESENTATIVES

H.1. DESIGNATED CONTRACT REPRESENTATIVES:

H.1.1. All communication relating to fees, termination, or the general provisions of this Agreement shall be exchanged between the designated representatives of CLIENT and CRW Systems as follows:

CLIENT	CRW
Scott Buzan Chief Building Official 608 E. Highway 260 Payson AZ, 85541 Phone: (928) 474-9276 Fax: (928) 474-0802 Email: sbuzan@gilacountyaz.gov	Christopher R. Wuerz, P.E. President, CRW Systems, Inc. 2036 Corte Del Nogal Suite 200 San Diego, CA 92011 Phone: (858) 451-3030 Fax: (760) 438-2060 Email: chris@crw.com

H.1.2. If the designated representative or address of either party changes during the term of this Agreement, a written notice shall be given to the other party prior to the effective date of change.

H.2 CLIENT REFERENCES:

CRW will not use CLIENT's name, logo or any other trademarks (including in any press releases, CLIENT "case studies," and the like) without CLIENT's prior written approval, email acceptable

I. ADDITIONAL PROVISIONS

I.1. INDEPENDENT CONTRACTOR:

CLIENT and CRW acknowledge and intend that, to the maximum extent permissible by law: (a) this Agreement does not constitute an employment agreement by either party; (b) that CLIENT and CRW are independent contracting parties with respect to all services rendered under this Agreement; and (c) this Agreement shall not be construed as a partnership. CRW shall retain sole and absolute discretion and judgment in methods,



techniques and procedures used in performing the services set forth herein. The fact that CLIENT or CRW may carry worker compensation insurance for their own respective benefits and for the benefit of each other shall not create an inference of employment.

I.2. ATTORNEY'S FEES:

In the event that any legal proceeding is instituted by either CRW or CLIENT to enforce the terms of this Agreement or to determine the rights of CRW or CLIENT, the prevailing party in said legal proceeding shall be entitled to recover its reasonable costs and attorney's fees.

I.3. APPLICABLE LAW:

This Agreement, its interpretation and all work performed thereunder shall be governed by the laws of the STATE OF ARIZONA. Venue for the enforcement of this agreement shall lie exclusively in GILA COUNTY, ARIZONA.

All claims, disputes, and other matters in question arising out of, or relating to, this agreement or the breach thereof shall be resolved in the COURT OF GILA COUNTY, ARIZONA, and all parties hereto specifically waive any "venue privilege" they may have in any other jurisdiction.

I.4. BINDING ON SUCCESSORS:

All the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

I.5. SEVERABILITY:

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

I.6. DUE AUTHORITY:

CLIENT represents and warrants that the person executing this Agreement on behalf of CLIENT is an agent of CLIENT and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and have been designated by CLIENT to execute this Agreement on behalf of CLIENT.

CRW represents and warrants that the person executing this Agreement on behalf of CRW is an agent of CRW and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and have been designated by CRW to execute this Agreement on behalf of CRW.

I.7. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

CRW hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to CRW's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CRW shall further ensure that each subcontractor who performs any work for CRW under this contract likewise complies with the State and Federal Immigration Laws. CLIENT shall have the right at any time to inspect the books and records of CRW and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CRW's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting CRW to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CRW shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

CRW shall advise each subcontractor of CLIENT's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that



CLIENT may inspect the Subcontractor’s books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract.”

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of CRW. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CRW’s approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which CRW shall be entitled to an extension of time, but not costs.

I.8. ENTIRE AGREEMENT:

This Agreement contains the entire understanding and agreement between CRW and CLIENT. Any prior agreements, promises, proposals, negotiations or representations—oral or written—not expressly set forth herein shall be of no force or effect. In the event of a conflict between the terms and conditions of this Agreement and any document incorporated by reference, the terms and conditions of this Agreement shall prevail. This Agreement may be modified or amended only by written agreement signed by both CRW and the CLIENT.

I.9. AGREEMENT AS OFFER:

This Agreement shall be valid only if it is signed by both CLIENT and CRW, and a signed original has been received by both parties on or before February 27, 2015.

COUNTY OF GILA, ARIZONA

CRW SYSTEMS, INC.

Dated: 2/24/15
By: [Signature]
Don E. McDaniel, Jr., County Manager

Dated: 2/19/15
By: [Signature]
Nathan Hershkowitz, Executive Vice President



EXHIBIT A

COVERED SITES, SOFTWARE MODULES, & CONFIGURATION

A. COVERED SITES

This Agreement covers the following CLIENT sites:

1. County of Gila Offices

B. COVERED SOFTWARE MODULES

This Agreement covers the following TRAKIT software components at each site listed in Exhibit A, Section A:

1. TRAKIT Software Modules including:
 - a. ProjectTRAK
 - b. PermitTRAK
 - c. CodeTRAK
 - d. AEC TRAK
 - e. LandTRAK
 - f. Reporting

C. COVERED CONFIGURATION

This Agreement covers the following configuration:

Unlimited Simultaneous User and Unlimited Observer licenses of Covered Software (except eMarkup) purchased by CLIENT and installed on Unlimited workstations. (Platform support Windows 7 Operating System).



EXHIBIT B

SERVICES & FEES

Maintenance Services and Support for the applications and configuration listed in Exhibit A will be provided for a fee and payable per the Fee Schedule below. The fee may be adjusted at the end of the Four (4) year term of this Agreement to the then current pricing. Should additions to the number of licensed users or the Covered Software occur during the term of this Agreement or any extension thereof, CRW shall adjust the fee to reflect the applicable changes and provide CLIENT with written notice of the fee change.

FEE SCHEDULE – TRAKit (Unlimited User Licenses)

YEAR	FEES **	DUE DATE	Covered Period
YEAR 1	\$6,212.00	February 1, 2015	February 2015– January 2016
YEAR 2	\$6,398.00	February 1, 2016	February 2016– January 2017
YEAR 3	\$6,590.00	February 1, 2017	February 2017– January 2018
YEAR 4	\$6,788.00	February 1, 2018	February 2018– January 2019

****Fees amounts do not include any sales taxes if required.**