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DYNAMIC IMAGING SYSTEMS, INC.

MAINTENANCE AGREEMENT

AGREEMENT made this 15 day of May, 2017, with an effective date of February 1, 2017 (the "Effective Date"), by and between **DYNAMIC IMAGING SYSTEMS, INC.** with an address at 1000 Atrium Way, Suite 203, Mount Laurel, New Jersey 08054 ("DISI") and **GLOUCESTER COUNTY DEPARTMENT OF CORRECTIONS**, with an address at Euclid Street, Woodbury New Jersey 08096 ("Customer").

IN CONSIDERATION of the promises, and of the covenants and undertakings herein set forth, and of other good and valuable consideration, the sufficiency and receipt of which by each from the other is hereby acknowledged, DISI and Customer (each a "Party" and collectively, the "Parties") agree as follows:

1. DEFINITIONS.

1.1 "Additional Services" means additional services requested by Customer which are beyond the scope of this Agreement.

1.2 "Correction" means the correction by DISI of an Error in the DISI Software, or the provision of a reasonable workaround for an Error.

1.3 "DISI Software" means the computer software listed in **Schedule A** which is owned by DISI and licensed to Customer pursuant to a separate license agreement.

1.4 "Documentation" means the user manuals for the Hardware and Software, in any medium.

1.5 "Error" means a failure of the DISI Software or Hardware, as applicable, to operate in substantial conformance with its applicable Documentation.

1.6 "Hardware" means the equipment identified in **Schedule A** hereto by manufacturer name, model name or number, and the system serial number, which shall be serviced by DISI under this Agreement.

1.7 "Service" means the maintenance services for the System which DISI shall provide to Customer in accordance with the terms and conditions of this Agreement.

1.8 "Service Fee" means the fee DISI shall charge Customer for rendering the Services during the Term or any Renewal Term as set forth in **Schedule C**.

1.9 "**Site**" means Customer's site(s) set forth in **Schedule A**.

1.10 "**Software**" means the DISI Software and the Third Party Programs, together with all updates, enhancements and maintenance fixes thereto which are furnished to Customer by DISI.

1.11 "**System**" means the Hardware and Software.

1.12 "**Third Party Programs**" means the computer software programs in machine readable object code owned by a third party and not by DISI and set forth in **Schedule A** to this Agreement.

1.13 "**Update**" means any minor version release or service pak provided for the purpose of fixing a Software Error or supporting newer releases of third party software or operating systems, and provided to Customer as part of the Services.

1.14 "**Upgrade**" means any major version release designed to expand and enhance the functionality of the DISI software and provided to Customer as part of the Services.

2. **THE SERVICES.**

2.1 **DISI Software Services.**

(i) DISI shall provide the following Services with respect to the DISI Software during the Term, or any Renewal Term:

(a) technical support as described in **Schedule B**;

(b) Corrections for Errors in a timely fashion.

(ii) Should an alleged Error, upon investigation, have been caused by Customer's modification to the System, the operating environment, data, failure to comply with the Documentation, or other cause attributable to the Customer which has not been performed under the written instruction or personal supervision of DISI, then Customer shall pay DISI for all services provided by DISI in investigating and correcting the alleged Error as Additional Services.

(iii) From time to time, DISI shall, at its sole discretion, provide Updates and Upgrades to the DISI Software and update the Documentation accordingly. Installation of Updates shall be performed by the Customer unless the Customer requests installation as an Additional Service. Depending on the nature and scope of an Upgrade, and on the technical expertise of Customer's System Administrator, Customer may

choose, or DISI may at its discretion require, that an Upgrade be performed with DISI's assistance. Such assistance will be provided as an Additional Service.

(iv) The Services provided by DISI hereunder with respect to the DISI Software exclude:

(a) Corruption to the DISI Software or Customer data due to interference with the DISI Software by the Customer or the installation of third party software which interferes with the DISI Software.

(b) Errors caused by the failure of the Customer to implement recommendations in respect of or solutions to faults previously advised by DISI or to install Updates or Upgrades of the DISI Software as directed or required by DISI.

2.2 Third Party Programs Service. With respect to the Third Party Programs, DISI shall provide technical support as described in **Schedule B** during the Term and any Renewal Term. In addition, DISI shall provide Customer, at DISI's discretion, with corrections or updates to the Third Party Programs.

2.3 Hardware Service.

A description of the Services provided by DISI relating to the Hardware is set forth in **Schedule B**.

3. CUSTOMER'S OBLIGATIONS.

The Customer will:

(i) Designate a technically qualified member of the Customer's staff (the "**System Administrator**") who shall be responsible for communications with DISI in matters relating to the Service, installing Updates, Upgrades, Corrections or other software as directed by DISI and to perform installation of hardware to the extent such Hardware installation consists of the connection of external cables.

(ii) At DISI's request, require any new System Administrator to undergo system administration training by DISI. Such training will be provided by DISI as an Additional Service.

(iii) Ensure that the Software is used only on Hardware located at the Site(s).

(iv) Make frequent, regular backups of Customer data and other system settings as set forth in the Documentation to allow restoration.

(v) Ensure that only adequately trained, competent persons authorized by Customer are allowed to operate the System.

(vi) In the event of an actual or apparent malfunction of the System which causes an Error, take reasonable actions to document or record the form, nature, apparent cause or symptoms of the malfunction, all as described in greater detail in the Documentation. Such documents or records shall be supplied or provided to DISI in the event Customer requests Services under this Agreement. In addition to all other requirements in the Documentation and elsewhere, upon the discovery of any Error (hardware or software) Customer must contact DISI for instructions PRIOR to permitting a third party to provide hardware support services, if such services have not been purchased from DISI under this Agreement.

(vii) Ensure that high-speed remote access is provided for the PictureLink Capture Station(s) to allow Dynamic Imaging Systems, Inc. Support Technicians to remotely troubleshoot technical issues. The high-speed remote access does not necessarily have to be dedicated and can be temporarily configured by the Agency only when required by Dynamic Imaging Systems, Inc. Support Technicians (i.e., temporarily establishing an internet connection from the Capture Station). The high-speed remote access can be provided in one of the following ways:

a. via an Agency-established VPN connection (Agency must provide Dynamic Imaging Systems, Inc. with the appropriate VPN client and/or VPN connection settings and authorization)

b. via an Agency-established Remote Access connection (again, Agency must provide Dynamic Imaging Systems, Inc. with the appropriate remote access connection settings and authorization)

c. via a high-speed internet connection, using Dynamic Imaging Systems, Inc.'s own Web Interactive Support software – a web-based, remote access/control support application; all support requests must be initiated by the Customer and require dedicated high-speed internet access directly to the Capture Station.

4. ADDITIONAL SERVICES.

DISI shall be entitled to charge the Customer, at DISI's then current rates, for Additional Services which shall include any time, effort and expenses for the provision of support services in connection with any request for support which is (i) made by the Customer where such request is excluded from the Services under Section 2 of this Agreement; (ii) due to a failure of the Customer to meet its obligations under Section 3 of this Agreement; or (iii) otherwise beyond the scope of this Agreement. Additional Services would include, but not be limited to, training, programming services, installation services and retrofitting.

5. **WARRANTY AND DISCLAIMER.**

DISI warrants that it will perform the Services detailed herein with reasonable care and skill. **THE WARRANTY SET FORTH IN THIS SECTION 5 IS THE SOLE WARRANTY GIVEN BY DISI IN CONNECTION WITH SERVICES PROVIDED HEREUNDER AND NO OTHER WARRANTIES SHALL BE IMPLIED INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

6. **LIMITATION OF LIABILITY.**

DISI SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES EVEN IF DISI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL DISI'S LIABILITY FOR ANY REASON, BASED UPON ANY CAUSE OF ACTION WHATSOEVER, EXCEED THE FEES PAID BY CUSTOMER TO DISI IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE CLAIM ARISES.

7. **INVOICING AND PAYMENT.**

7.1 Invoices. DISI shall invoice the Customer for the Service Fee in accordance with the Payment Schedule set forth in **Schedule C** of this Agreement, plus any taxes or duties which shall be included in each invoice.

7.2 Payments. The Customer shall pay invoices (including taxes or duties) for the Service Fees and charges for Additional Services within thirty (30) days of receipt of the invoice unless otherwise provided herein. In the event of a late payment, late charges of 1.5% per month on the outstanding balance, or the highest rate allowable by applicable law, shall also be payable to DISI by Customer.

8. **TERM AND TERMINATION.**

8.1 Term. Services shall be provided for the System for a term of one (1) years ("**Term**") from the Effective Date. Unless Customer notifies DISI, in writing, at least sixty (60) days prior to the end of the Term, that Customer does not wish to renew the Agreement, the Agreement shall automatically renew for subsequent twelve (12) month terms at DISI's then current rates (the "**Renewal Terms**"). DISI will advise Customer in writing ninety (90) days prior to the end of the Term or any Renewal Term of any change in the Service Fee to be effective upon renewal of the Agreement.

8.2 Termination.

Either Party shall have the right to terminate this Agreement:

(i) In the event that the other Party, its officers or employees violate any provision of this Agreement, which breach remains uncured thirty (30) days after written notice thereof is received by the breaching Party;

(ii) In the event that the other Party: (a) terminates or suspends its business; (b) becomes subject to a bankruptcy or insolvency proceeding under Chapter 7 of the U.S. Bankruptcy Code; or (c) becomes insolvent or subject to direct control by a trustee, receiver or similar authority.

9. GENERAL.

9.1 Force Majeure. Neither Party shall be liable for delay in performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, strikes, acts of war, or intervention by governmental authority. Any failure occasioned by the foregoing shall be remedied as soon as reasonably possible.

9.2 Assignment. Customer may assign this Agreement in its entirety to (i) any entity located in the United States under the common control of Customer; or (ii) any successor in interest to Customer by way of merger or consolidation located in the United States; or (iii) a purchaser of all or substantially all of the assets of Customer located in the United States, provided that the assignee agrees to be bound by all of the terms and conditions of this Agreement, and that Customer is in compliance with this Agreement at the time of such assignment. Except as specifically set forth herein, this Agreement is not assignable by Customer without the prior written consent of DISI, and any attempt by Customer to make such an assignment without such consent shall be void. Notwithstanding the foregoing, DISI shall have the right to assign this Agreement and appoint third parties to perform the Services on DISI's behalf.

9.3 Enforceability. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

9.4 Governing Law; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey. Any and all disputes arising hereunder shall be resolved exclusively in the state and federal courts of New Jersey and the Parties hereto consent to the exclusive personal and subject matter jurisdiction of such courts.

9.5 Remedies. Both Parties agree that if either fails to exercise a recourse within the terms of this Agreement, the right to have such recourse remains in full force and effect until all terms of this Agreement have been completed.

9.6 Authority. The Parties agree that this Agreement binds the named Parties and each of their employees, agents, representatives or any other individual which may have access to each respective Parties' confidential information, including the Software and Documentation. The Parties acknowledge that the individual signing on behalf of such Party has the authority to bind such Party as set forth in this Agreement.

9.7 Notices. All notices or other communications given by either Party to the other under this Agreement shall be in writing and shall be personally delivered, sent by registered or certified mail, return receipt requested, or by overnight delivery services with full tracking and verification capability, to the other Party at its address set forth below or such other address as a Party may subsequently designate in writing. The date of personal delivery or upon verification and receipt of such certified or registered mailing, or overnight delivery as the case may be, shall be deemed to be the date on which such notice is given.

For Customer:

GLOUCESTER COUNTY DEPARTMENT OF CORRECTIONS
Euclid Street
Woodbury New Jersey 08096
Attn: Andrea Lombardi

For DISI:

DYNAMIC IMAGING SYSTEMS, INC.
1000 Atrium Way
Suite 203
Mount Laurel, New Jersey 08054
Attn: Linda Holmes, President

9.8 No Construction Against Drafter. The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

9.9 Entire Agreement. Each Party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. This Agreement (including referenced Schedules) is the entire Agreement between the Parties and supersedes all prior communications, oral or written, between the Parties with respect to the maintenance of the System. Changes to this Agreement may only be made by mutual written agreement of the Parties. No terms contained in any invoice, Purchase Order or similar transactional document issued by either party shall be deemed to amend this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

DYNAMIC IMAGING SYSTEMS, INC.

Name: Cindy Feast
Signature: Cindy Feast
Title: Corporate Secretary
Date: 5/4/17

GLOUCESTER COUNTY DEPARTMENT OF CORRECTIONS

Name: PETER MERCANTI
Signature: Peter Mercanti
Title: Purchasing Director
Date: 4-27-17

SCHEDULE A

SITE:

Gloucester County Department of Corrections
Euclid Street
Woodbury New Jersey 08096

DISI SOFTWARE:

PictureLink (PhotoCapture) Single User Machine License
PictureLink (Lineup & Witness Process Manager) Single User Machine License

THIRD PARTY PROGRAMS:

HARDWARE:

Component

Serial Number

SCHEDULE B

TECHNICAL SUPPORT AND HARDWARE SERVICE

Technical Support Responsibilities.

During the Term or any Renewal Term, DISI shall provide the following telephone hotline support 9 a.m. to 6 p.m. EST, Monday to Friday (excluding national holidays):

1. DISI shall respond to operational inquiries regarding the Hardware and DISI Software.

Steps for a Service Call (Software Issue):

Standard Coverage

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|--------|---|
| Step 1 | Agency encounters problem during normal business hours and calls DISI technical support at 856-988-2665 (BOOK). |
| Step 2 | Call is received by Technical Coordinator to log and prioritize. The call is identified as either critical* or non-critical. If a call is identified as critical and a technician is not immediately available, the call will be responded to within 2 hours. If a call is identified as non-critical and a technician is not immediately available, the call will be responded to within 4 business hours. |
| Step 3 | DISI technical staff works with the agency to diagnose the problem. |
| Step 4 | Steps are taken to correct the problem. |

* A call is classified as critical when the ability to capture and store a mug shot image and associated data is unavailable to the user.

Steps for a Service Call (Hardware Issue):

Standard Coverage

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|--------|--|
| Step 1 | Agency encounters problem during normal business hours and calls DISI technical support at 856-988-2665 (BOOK). |
| Step 2 | Call is received by Technical Coordinator to log and prioritize. The call is identified as either critical* or non-critical. If a call is identified as critical and a technician is not immediately available, the call will be responded to within 2 hours. If a call is identified as non-critical and a technician is not immediately available, the call will be responded to within 4 hours. |
| Step 3 | DISI technical staff works with the agency to diagnose the problem. The problem is determined to be hardware related. |
| Step 4 | DISI ships loaner component to arrive the next available business day to agency. |
| Step 5 | The agency ships the malfunctioning component to DISI for repair. |
| Step 6 | DISI returns the repaired/replaced component to the agency. |
| Step 7 | The agency returns the loaner component back to DISI. |

* A call is classified as critical when the ability to capture and store a mug shot image and associated data is unavailable to the user.

2. DISI shall provide first-line telephone support for the Third Party Programs as follows: DISI will respond to a telephone inquiry by Customer and will interface with the appropriate Third Party supplier on Customer's behalf to help resolve performance issues as they may arise.

Software Updates.

During the Term or any Renewal Term, DISI shall provide software Updates and Upgrades that are released. Customer acknowledges that certain Updates and Upgrades may require upgraded or additional third party software or hardware. The acquisition, installation and implementation of any such additional software or hardware will be the responsibility of the Customer. Installation and implementation of such additional software and hardware may be performed by DISI as an Additional Service.

Hardware Service.

DISI shall perform the following Services once DISI determines that there is an Error in a Hardware component:

2. Next Day Swap. Support call must come in and hardware problem must be diagnosed by 3:00 p.m. Eastern Standard Time. DISI shall ship replacement Hardware on a priority, first class basis at DISI's expense. Customer shall return the defective Hardware to DISI or the manufacturer as designated by DISI for repair. Once repaired, DISI or the manufacturer shall return the repaired component to Customer and Customer shall return the replacement component to DISI or the manufacturer as directed by DISI. The Hardware covered by this type of Service includes:

N/A

SCHEDULE C
PAYMENT SCHEDULE

Payment Schedule:

The Service Fee for the Term which is payable to DISI by Customer in accordance with the terms of the Agreement is \$1,970.00.*

* Plus Applicable Sales Tax, if required.