

EXHIBIT A



Proposal/Sales Quotation

Quotation #Q-00009744

Quotation Date: 5/27/2015

General & Client Information

Agency Name: Gahanna Police Department	Bill To: Gahanna Police Department 460 Rocky Fork Blvd Gahanna, OH 43230 USA
System Name: Gahana OH, PD - CAD to CAD Interface	
System Description: Custom Software	Ship To: 460 Rocky Fork Blvd Gahanna, OH 43230 USA
Client Contact: Jeff Spence	
Contact Phone: 614-342-4205	
Contact Email: jeff.spence@gahanna.gov	
Expiration Date: Quote Valid for 180 Days	
Presented By: Mark Baranowski	

Project Products & Services

Project Related Fee(s)

Product Name	Unit Price	Qty	Total Price
Project Management	\$10,800.00	1	\$10,800.00
Travel Expenses	\$3,000.00	1	\$3,000.00
CAD to CAD Interface: Design, construct, and test of a CAD to CAD Interface	\$44,715.00	1	\$44,715.00
CAD to CAD Interface (Gahanna)	\$0.00	1	\$0.00
CAD to CAD Interface (Whitehall)	\$5,000.00	1	\$5,000.00
CAD to CAD Interface (Bexley PD)	\$5,000.00	1	\$5,000.00

Project Related Fee(s) Total: \$68,515.00

Annual Maintenance Fee(s) (Year 1)

Product Name	Annual Maintenance Amount
CAD to CAD Interface Annual Maintenance (Gahanna PD)	\$900.00
CAD to CAD Interface Annual Maintenance (Whitehall PD)	\$900.00
CAD to CAD Interface Annual Maintenance (Bexley PD)	\$900.00

Annual Maintenance Fee(s) (Year 1) Total: \$2,700.00

Project Total: \$71,215.00

Estimated Sales Tax:
(State: OH at %)

Taxable sales: \$0.00

Subtotal: \$71,215.00

Sales Tax Amount: \$0.00

Quote Total: \$71,215.00

Summary Information & Project Notes

The project management services included with this quotation, if any, will be considered completed upon client Go-live, unless otherwise stated. Training class size is up to 6 students for database training. All other training listed is up to 12 students. The training quoted is to be held at Perform unless On-site is referenced in the above item description section.

Travel is billed at a fixed rate

Perform CAD to CAD Interface for two or more CAD systems

CAD A will have the ability to translate their codes to CAD B

CAD A can specify what Jurisdiction(s) codes of unit/personnel assignments will be sent to CAD B (status monitor will reflect who is available to be dispatched).

CAD A can specify what Jurisdiction(s) codes have their call sent to CAD B. And likewise, CAD B can specify what Jur codes of calls will be sent to CAD A. A call reason code exception flag will be created to prevent duplicate calls when backup situations are called for.

Based on what call is selected:

- CAD A can start a call for CAD B and CAD A can dispatch CAD B units and close that call
- CAD A can start a call for CAD B and CAD B can dispatch CAD B units and close that call
- CAD B can start a call and it will show on CAD A's system. CAD A can take over dispatching CAD B units and closing that call, or CAD B can handle the call.

Any Calls that are sent over the following data is added or updated from CAD A to CAD B or from CAD B to CAD A

- Narratives
- Calling parties
- Vehicles
- Operators
- Owners

If a case number is required in order to close a call, then the CAD's records system where that case number needs to be created in will dictate who needs to close the call.

CAD A can do the same things listed above with CAD C. However, CAD C cannot do the same things with CAD B. CAD A has to act as the "bridge" between CAD B and CAD C

CAD A cannot assign CAD B personnel to duty

CAD A cannot assign CAD B records cases.

CAD A cannot run CAD B mobile if CAD B mobile is down.

CAD A cannot chat with CAD B

AVL for a responder is only available within that responder's agency

Terms and Conditions

Payment terms are as follows:

All invoices are due Net 30 days from the invoice date unless otherwise specified in this quote.

The software & support will be invoiced upon software delivery.

The training will be invoiced upon the completion of the first scheduled training class.

The data extraction, conversion and merge services will be invoiced 50% upon quote acceptance and 50% upon conversion and merge services.

The software modifications will be invoiced 50% upon quote acceptance and 50% upon software modification delivery.

The installation services will be invoiced upon service completion.

The service fee for the portable classroom will be invoiced upon the completion of the first training class.

The project management will be invoiced 50% upon quote acceptance and 50% upon go live.

Software License Terms:

Installing and using the TriTech Perform software application(s) signifies acceptance of the terms and conditions of the End User License Agreement that accompanies the Software.

Software fees shall be invoiced in full upon delivery, which is defined as the earliest of the dates the software is either: a) delivered on a CD by a TriTech consultant, b) downloaded or installed to a computer at client location (remotely or onsite) or c) delivered on a CD by common carrier (such as FedEx or UPS).

All fees for Installation and On Site Assistance Services shall be invoiced upon completion of such services or monthly if such services are performed over a period exceeding one month. All fees for Training shall be invoiced upon completion of the first scheduled Training Class. All training purchased must be completed within one year of the department's go live date, or the date the training is purchased, whichever is later. Training not completed within one year will be forfeited.

The initial term of annual Software Support shall begin, and fees shall be due on the earlier of: i) live operation (Go-Live); or ii) 180 days after software installation, and shall continue for a period of twelve (12) months thereafter. Software Support is renewable on an annual basis. Support fees for additional software licenses purchase subsequent to initial system installation shall be invoiced upon delivery of the Software. The Annual Software Support fees for additional software licenses purchased subsequent to the initial installation shall be pro-rated to coincide with the current support term. Acceptance: When "acceptance" is specified in the quote as the criteria for invoicing or another milestone, a Task Completion Report will be provided by TRITECH to Client for sign-off upon completion of installation or other services. Client shall have ten (10) business days after installation to notify TRITECH in writing of any deficiencies, defined herein as critical errors in software or that the software is not functioning substantially in accordance with the written documentation. TRITECH shall use commercially reasonable efforts to correct the deficiencies within ten (10) business days of such notice and resubmit to Client for sign-off. This process shall be repeated as necessary and appropriate. If Client fails to return the signed Task Completion Report and has not provided written notice of deficiency within the time period specified herein, the Software shall be deemed accepted. Conversion Services: Data conversion services, further described in the attached TRITECH Data Conversion Checklist, shall include one pre Go-Live deliverable (database training) and one post Go-Live deliverable and shall be limited to the items listed on this quote. Data Extraction fee is due in two increments; 50% upon quote acceptance and 50% upon 1st data extraction before database training. All fees for conversion services shall be payable in two increments; 50% upon quote acceptance and 50% at post Go-Live delivery. A Task Completion Report will be provided by TRITECH to Customer for sign-off upon completion of conversion services deliverable. Customer shall have ten (10) business days after installation to notify TRITECH in writing of any deficiencies. TRITECH shall use commercially reasonable efforts to correct the deficiencies within ten (10) business days of such notice and resubmit to Customer for sign-off. This process shall be repeated as necessary and appropriate. If Customer fails to return the signed Task Completion Report and has not provided written notice of deficiency within the time period specified herein, the conversion services shall be deemed accepted. Prices quoted for all On-site and Customer Site Services do not include travel expenses. Travel expenses will be billed separately as incurred, due Net 30 day terms and shall include actual costs for airfare, lodging, ground transportation and meals. NOTE: This quote includes the Perform software applications and services only; however additional 3rd party elements may be required. It is the sole responsibility of the customer to provide all such 3rd party elements to ensure the proper installation and operation of the Perform software.

Quotation Issued by: Mark Baranowski Email: mark.baranowski@tritech.com Phone: 978-215-2270	<u>Send Purchase Orders To:</u> TriTech Software Systems 313 Boston Post Rd. West, Suite 140 Marlborough, MA 01752 Or Email: mark.baranowski@tritech.com Or Fax: (508) 597-8374
	<u>Remit Payments To:</u> TriTech Software Systems PO Box # 203223 Dallas, TX 75320-3226

Accepted for Client

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 TriTech, 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 1-(508) 597-8374 or email to mark.baranowski@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 TriTech does not have my current exempt information on file.

Note: Travel Expenses and Shipping costs are billed at actual expense per Terms & Conditions above.

Client Agency/Entity Name

Client Authorized Representative

Title

Signature Client Authorized Representative

Date