



SLEUTH

## Software Maintenance & Support Agreement

This agreement is by and between **Sleuth Systems**, located at 19992 Kelly Rd, Harper Woods, Michigan, 48225, hereinafter referred to as **SLEUTH SYSTEMS** and **Santa Fe County Corrections**, a law enforcement agency whose authority is generated from the **State of New Mexico**, performing public services at **4250 Airport Road, Santa Fe, NM 87507** hereinafter referred to as the **Customer**.

BY WAY OF A SIGNED PURCHASE ORDER AND REMITTANCE OF PAYMENT TO SLEUTH SYSTEMS THIS CUSTOMER HAS BEEN GRANTED THE USE OF VARIOUS COMPUTER PROCESS' OWNED EXCLUSIVELY IN FEE SIMPLE AS INTELLECTUAL PROPERTY BY SLEUTH SYSTEMS. DUE TO THE ACCEPTANCE AND IMPLEMENTATION OF THE AFOREMENTIONED INTELLECTUAL PROPERTY PROCESS' THE CUSTOMER ACKNOWLEDGES THE NECESSITIES FOR TECHNICAL SUPERVISION PROVIDED THROUGH SLEUTH SYSTEMS TO MAINTAIN & SUPPORT SAID INTELLECTUAL PROPERTY PROCESS'. DUE TO THIS STATUS, CUSTOMER ACKNOWLEDGES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT FOR MAINTENANCE AND SUPPORT OF SLEUTH BRANDED SOFTWARE PRODUCTS.

This Software Support and Maintenance Agreements are executed as March 1, 2014 via the authorized endorsement at the end of this document. The customer agrees to pay SLEUTH SYSTEMS the amount of **\$3,087.50** for yearly services.

This agreement remains effective from one year after the above date **and can be continued upon receipt of payment extending the term of this contract for an additional year or years**. In the event of additional services or licenses added to the original purchase then SLEUTH SYSTEMS reserves the ability to increase support costs to reflect increased quantities to be serviced. Said increase can be added at any time during the term of this contract via signed amendment.

### Products

SLEUTH SYSTEMS for the Customer supports the products and databases associated to the products only. Products applicable to this contract are checked in the schedule listed below or invoiced derived from a signed authorization: Ancillary and interfaced imported data process's such as NCIC and CJIS import data processes are not covered. SLEUTH SYSTEM's support obligations under this Agreement shall not include the maintaining, updating or up keeping of agency or state specific codes in customer tables or foreign databases.

- o Jail Management System, w/ 6-10 Users/Workstations

### CLIENT OBLIGATIONS

- The Customer shall take all reasonable steps to ensure that any fault that is reported is valid and presented as a result of an operation performed while operating a SLEUTH SYSTEMS supplied process.
- The Customer will ensure that only Authorized Support Personnel will communicate with SLEUTH SYSTEMS regarding application errors. SLEUTH



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SYSTEMS will assist with operating system and Microsoft database issues only if they affect the use of the Sleuth applications. Security, Virus and connectivity issues are not SLEUTH SYSTEMS supported devices unless specified via contract Addendum.

- The Customer shall operate the Supported Software, maintain data and the databases in accordance with the documentations and training procedures supplied from SLEUTH SYSTEMS to Customer.
- The Customer shall supply to SLEUTH SYSTEMS a detailed description of any fault requiring Support and the circumstances in which it arose. Customer shall submit sufficient material and information as requested by SLEUTH SYSTEMS' support staff to enable SLEUTH SYSTEMS support staff to reproduce & accurately make a diagnosis of the problem.
- SLEUTH SYSTEMS reserves the right to charge on a time and materials basis for any issue for which there is insufficient descriptive problem reporting or where SLEUTH SYSTEMS discovers that the reported issue is one which is caused via sabotage or user errors. Customer authorizations for payment must be given prior to the time when resolution procedures are executed.
- The Customer shall comply with all reasonable instructions of SLEUTH SYSTEMS with regard to the use of the Supported Software, including, without limitation, the implementation of updates to the Supported Software, which SLEUTH SYSTEMS may provide from time to time.
- Advise SLEUTH SYSTEMS of any change in the details of the Authorized Support Personnel.

### SLEUTH SYSTEMS Obligations

SLEUTH SYSTEMS upon Customer's report will perform Remote Diagnostics to determine the existence and nature of an error and implement an appropriate solution. Reporting from customers may be done via phone call, E-mail or any other reasonable communication.

- **Error Correction;** SLEUTH SYSTEMS will take reasonable actions to correct and resolve errors that Customer reports to SLEUTH SYSTEMS and which SLEUTH SYSTEMS is able to reproduce. Customer will promptly provide SLEUTH SYSTEMS with all information requested by SLEUTH SYSTEMS to reproduce such errors. For each such error, SLEUTH SYSTEMS will provide Customer with a documented repair procedure, work-around, a software patch or, if SLEUTH SYSTEMS is unable to provide Customer with any of the foregoing, a specific action plan for addressing the error, including a good faith estimate of the time required to correct and resolve such reported error.
- **Remote Correction;** SLEUTH SYSTEMS will perform error correction work via remote telecommunications. If such remote support is unavailable, then to satisfactorily resolve the confirmed error, SLEUTH SYSTEMS may require Customer to provide data files on removable media via overnight courier (or other shipping method that provides end-to-end tracking) or other mutually agreed upon electronic medium transfer at Customer's expense. If travel and on



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site technician deployment is necessary then SLEUTH SYSTEMS will bill Customer for said expenses provided that the error is diagnosed as beyond a condition initiated by normal use of the software.

- **Response Methods;** SLEUTH SYSTEMS will use standard telephone & internet systems to communicate with Customer and server data repositories and implement fixes within the contracted response times. For purposes of this Agreement, a "response" means SLEUTH SYSTEMS' acknowledgment of a reported error, and does not necessarily mean that a resolution or permanent fix is immediately implemented.

### Support Types

**Business Day Support:** Business Day Support, eight o'clock EST to five o'clock, MST, business day phone response with next business day engineering staff engagements and next day repair executions. Solution finalizations are dependent upon the severity of the error condition and its remedy procedure.

**Hardware;** SLEUTH SYSTEMS's support obligations under this Agreement shall not include computer hardware, computer network, electrical, telephone, interconnection, or the installation or repair of accessories, alterations, parts or devices not furnished by SLEUTH SYSTEMS.

**Additional Services;** AT its discretion, SLEUTH SYSTEMS may provide Customer with additional support services for the Licensed Software and not otherwise covered items provided that Customer pays SLEUTH SYSTEMS for such service at SLEUTH SYSTEMS 's then standard hourly and expense reimbursement rates, such support service is not included within the terms of this Agreement.

### Termination

**NON PAYMENT;** This Agreement shall be automatically terminated if the Client does not pay the Support Fee to SLEUTH SYSTEMS within 60 days of the renewal date of the Support Contract or the Software License Renewal Date for the supported software terminates.

**Termination by Customer;** Upon termination other than through the actions by SLEUTH SYSTEMS, the Customer shall not be entitled to any refund of the Support Fee or any part thereof that has been paid.

### Warranty

The support services under this Agreement are provided by individuals who are programming experts with specific knowledge in the operation of the Licensed Software. All software bug fixes, work-arounds, Error corrections and Enhancements are provided on an "AS IS" basis. This software support agreement does not augment



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or alter the warranties provided under the Licensed Software's license or purchase agreements, or any other agreements between Customer and SLEUTH SYSTEMS.

### Liability

REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL SLEUTH SYSTEMS BE LIABLE TO CUSTOMER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF ANY KIND AND HOWEVER CAUSED, EVEN IF SLEUTH SYSTEMS KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

### Indemnification

~~Customer shall indemnify and hold harmless SLEUTH SYSTEMS, its respective employees, officers, directors, shareholders and agents against any and all losses, costs (including court costs and reasonable attorneys' fees), damages, settlements, suits, actions, expenses, liabilities, and claims sustained by SLEUTH SYSTEMS arising out of or resulting from any material breach by Customer of the terms and conditions of this Agreement.~~

### Amendment

No amendment of this Agreement shall be effective unless in a writing specifically referencing this Agreement and signed by the duly authorized representative of both parties.

### Assignment

Except as set forth herein, this Agreement may not be assigned or transferred by Customer without the prior written consent of SLEUTH SYSTEMS. In the event of assignment or transfer, fees may apply. SLEUTH SYSTEMS shall be allowed to assign this Agreement to any third party; or to a successor entity by way of merger, acquisition, purchase of all or substantially all of its assets SLEUTH SYSTEMS, or operation of law, provided that such successor agrees in writing to be bound by the terms of this Agreement.

**ADDENDUM  
TO SLEUTH MAINTENANCE & SUPPORT AGREEMENT**

**THIS ADDENDUM to the SLEUTH Maintenance & Support Agreement** is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between **Santa Fe County** (hereinafter referred to as the "County" or "Customer"), a governmental entity and a New Mexico political subdivision, and **SLEUTH SYSTEMS**, whose principal address is 19992 Kelly Rd., Harper Woods, Michigan 48225.

**WHEREAS**, SLEUTH SYSTEMS provides remote software and product support for the SLEUTH branded software products (Jail Management booking software) used by the County Youth Development Program of the County Corrections Department;

**WHEREAS**, SLEUTH SYSTEMS has proposed a Maintenance & Support Agreement, which is acceptable in part, but requires the removal of certain terms and the addition of supplemental terms;

**WHEREAS**, both parties desire to enter into the SLEUTH Maintenance & Support Agreement with modified and additional terms as stated in this Addendum.

**NOW THEREFORE**, it is mutually agreed between the parties

1. The third paragraph of the SLEUTH Maintenance & Support Agreement (Page 1) is deleted in its entirety and replaced with the following:

**Effective Date and Term**

This agreement (the SLEUTH Maintenance & Software Agreement and this Addendum) shall, upon due execution by all parties, become effective as of the date first written above and the service term shall commence March 01, 2014 and terminate Feb. 28, 2015, unless earlier terminated pursuant to **Termination** or **Appropriations**. The Customer has the option to extend the term of the SLEUTH Maintenance & Support Agreement and this Addendum for a period of three (3) additional years in one (1) year increments not to exceed a total of four (4) years. The County shall provide SLEUTH SYSTEMS at least sixty (60) days notice of the County's request to extend the term of this agreement.

2. The **Additional Services** provision (page 3) is deleted in its entirety and replaced with the following:

**Additional Services**; The Customer may request SLEUTH SYSTEMS provide additional support services for the Licensed Software which are not otherwise covered by this agreement. In the event of additional services or licenses added to the Customer's original purchase, SLEUTH SYSTEMS reserves the ability to increase support costs to reflect increased quantities to be serviced. Said additional services and cost increase may be added

A handwritten signature in a circle, with the date "7-10-14" written below it.

at any time during the term of this agreement by a written amendment executed by the parties.

3. The **Termination** provision of the SLEUTH Maintenance & Support Agreement (page 3 of Agreement) is deleted in its entirety and replaced with the following:

**Termination**

A. **Termination for Cause.** Either party may terminate the agreement based upon any material breach of the agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective sixty (60) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. **Termination for Convenience of the Customer.** The Customer may, in its discretion, terminate this agreement (the SLEUTH Maintenance & Support Agreement and this Addendum) at any time for any reason by giving SLEUTH SYSTEMS written notice of termination. The notice shall specify the effective date of termination, which shall not be less than sixty (60) days from receipt of the notice. Upon termination other than through the actions of SLEUTH SYSTEMS, the Customer shall not be entitled to any refund of the annual Support Fee or any part thereof that has been paid prior to the date of termination.

C. **Termination by SLEUTH SYSTEMS for non-payment.** SLEUTH SYSTEMS reserves the right to immediately terminate this agreement (the SLEUTH Maintenance & Support Agreement and this Addendum) if the Customer does not pay the Support Fee to SLEUTH SYSTEMS within sixty (60) days of a renewal date of this agreement or the Software License Renewal Date.

4. The **Indemnification** provision of the SLEUTH Maintenance & Support Agreement (page 4 of Agreement) is deleted in its entirety.

5. The SLEUTH Maintenance & Support Agreement is supplemented by incorporating the following provisions into the SLEUTH Maintenance & Support Agreement:

**Appropriations**

This agreement (SLEUTH Maintenance & Support Agreement) between SLEUTH SYSTEMS and the County is contingent upon sufficient appropriations and authorizations being made for performance of this agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, the agreement shall terminate upon written notice by the County to SLEUTH SYSTEMS. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse SLEUTH SYSTEMS for expenditures made in the performance of this agreement.

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The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by SLEUTH SYSTEMS in any way or forum, including a lawsuit.

**Liability**

Each Party shall maintain adequate and appropriate insurance coverage including general liability throughout the term of this agreement (the SLEUTH Maintenance & Support Agreement and this Addendum). Each Party to this agreement shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or performance or non-performance of its obligations under this Agreement. Neither party shall be responsible for liability incurred as a result of the other party's negligence, acts or omissions in connection with this Agreement. Any liability incurred by the Customer in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, § 41-4-1, *et seq.*, NMSA 1978, as amended.

**New Mexico Tort Claims Act**

No provision of this agreement (the SLEUTH Maintenance & Support Agreement and this Addendum) modifies or waives any sovereign immunity or limitation of liability enjoyed by the County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*

**Release**

Upon its receipt of all payments due under this Agreement, SLEUTH SYSTEMS releases the Customer, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this agreement.

**Amendment**

This agreement (the SLEUTH Maintenance & Support Agreement and this Addendum) may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. SLEUTH SYSTEMS specifically acknowledges and agrees that the Customer shall not be responsible for any changes to this agreement unless such changes are set forth in a duly executed written amendment to this agreement.

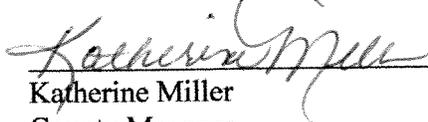
**Entire Agreement; Integration**

This agreement (the SLEUTH Maintenance & Support Agreement and this Addendum) incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement (the SLEUTH Maintenance & Support Agreement and this Addendum).

A handwritten signature in a circle, with the date "7-10-14" written below it.

IN WITNESS WHEREOF, the parties have duly executed this Addendum to the SLEUTH Maintenance & Support Agreement as of the date first written above.

**CUSTOMER - SANTA FE COUNTY**

  
\_\_\_\_\_  
Katherine Miller  
County Manager

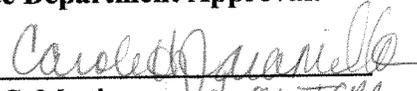
7.14.14  
Date

**Approved as to form:**

  
\_\_\_\_\_  
Gregory S. Shaffer  
Santa Fe County Attorney

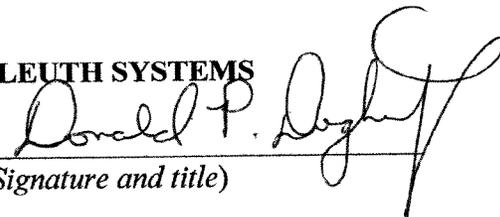
7/10/14  
Date

**Finance Department Approval:**

  
\_\_\_\_\_  
Teresa C. Martinez  
Santa Fe County Finance Director

7/10/14  
Date

**SLEUTH SYSTEMS**

  
\_\_\_\_\_  
(Signature and title)

7-10-2014  
Date



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Authorized Signatures & Contacts

Name: Katherine Miller  
County Manager

Signature:

E-mail: kmiller@co.santa-fe.nm.us

Address: 102 Grant Ave.  
P.O. Box 276

City: Santa Fe

State: NM

Zip: 87504-0276

Approved as to form  
Santa Fe County Attorney

By: *[Signature]*

Date: 7/10/14  
*[Signature]* for TCM

Alternate Support Contact:

Name: Tila Randon Varela

E-mail: trowdore@co.santa-fe.nm.us

Address: P.O. Box 276

City: Santa Fe

State: NM

Zip: 87504-0276

SLEUTH SYSTEMS Authorized Representative

Name: Don Dougherty

*[Signature]*

Signature: \_\_\_\_\_

E-mail: dorty@sleuthsystems.com

Address: 19992 Kelly Rd.

City: Harper Woods

State: Michigan

Zip: 48225

