

QUETEL TECHNICAL SUPPORT AGREEMENT

Whereas Wise County ("Wise") wants to ensure the continued, smooth operation of the software described below that it purchased from the QueTel Corporation ("QueTel"). This agreement provides for QueTel to assist Wise in solving any problems, in a timely manner, with said software, in return for the fees indicated below.

TERMS OF AGREEMENT

The terms of this agreement shall commence the latter of on October 1, 2017 or execution and expire on September 30, 2020. The cost of this agreement shall be \$23,391.00 to be paid in one year increments of \$7,797 by Wise County to QueTel. Annual Payments shall be made upon renewal date, if applicable. Either party may, at the end of the Term or any renewal period, cancel this Agreement with respect to all or any of the Software by giving the other party a 60-days written notice. QueTel may, in addition, cancel this Agreement with respect to any QueTel supplied software that, in QueTel's good faith judgment has become modified by other than QueTel personnel, or is obsolete, and return any unused funds to the Wise.

QUETEL SUPPLIED SOFTWARE COVERED UNDER THIS AGREEMENT

This Technical Support Agreement covers the Evidence TraQ and Digital TraQ purchased by MNDOR from QueTel.

TECHNICAL SUPPORT OBLIGATIONS

QueTel

QueTel will provide Technical Support Monday through Friday from 8:00 AM to 6:00 PM, QueTel Holiday's excluded. Currently, QueTel is closed during the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, and Christmas Day. Please note that QueTel may change these holidays upon 60-days written notice to Wise.

QueTel will provide software patches, as required, to correct error conditions.

QueTel will provide Wise with contact information for equipment warranty and repair. QueTel will also provide contact information to Wise enabling Wise to purchase barcode printer label stock, pen replacements, and spare batteries.

On all support requests, QueTel will generate a support ticket and communicate via email the ticket number reference, priority level assigned and status. The primary support representative will use best efforts to diagnose and correct the error condition, if possible. If it is not possible s/he will escalate the support ticket and follow the normal course of escalation. During the escalation process, status updates will be delivered from the designated point of contact for QueTel Support. This designated person will be assigned upon issuance of a support ticket.

QueTel will endeavor to resolve problems as swiftly as possible. However, QueTel is unable to provide guaranteed resolution times due to the uncertain nature and causes of problems. In all cases, QueTel will make its best efforts to resolve problems in as little time as needed.

Wise prerequisites include verification of server operational status through a rebooting sequence and providing access to the Wise server for QueTel's support representative. Access can be through VPN, Go-To-Meeting sharing or other appropriate remote connections. QueTel will log every access to the Wise's server. This log will be provided, upon request, to Wise so long as Wise has a valid technical support agreement with QueTel in place.

In those instances where diagnostic testing identifies Wise hardware and/or network problems not related to the QueTel software or user performed modifications not authorized by QueTel, QueTel will provide that information to Wise for resolution.

Work performed after identification of a non QueTel failure, such as database/application transfer or recovery may result in additional charges to Wise.

Priority 1: Mission Critical

Definition: All users and critical functions affected. Software is non-operational for multiple users using multiple computers. We will diagnose root cause of the failure and inform the client.

Examples include users unable to logon (system wide) due to software.

Response time: QueTel will respond within one working hour of notification and immediately begin diagnosis. If the condition is due to network or server failure, e.g. changed database passwords, or other non-software related causes, ownership of the problem will be transferred to client IT staff. Additional charges may be incurred for QueTel remedying or help remedy the problems.

Priority 2: Severe

Definition: A large number of users or functions affected. Impacts necessary operational performance, but does not affect data entry and is a system-wide issue impacting multiple users using multiple computers.

Examples include the inability to enter, upload, or edit data from any PC (excludes mobile devices). Data loss or corruption, although not anticipated, can arise from an unknown condition and will be treated as a Priority 2 request.

Response time: QueTel will respond within four working hours of notification and initiate diagnosis, testing and problem resolution to bring the system to operational functionality. Resolution requiring code changes will be assigned as a high priority and completed during normal business operational hours.

Priority 3: Limited

Definition: Limited degradation affecting a minimal number of users or functions. Business process can continue and the defect does not affect database integrity or where a work around is available.

Examples include the inability to query data for reporting, printer/scanner inoperability and system generated operational error messages, and problems involve QueTel-supplied hardware.

Response time: QueTel will respond within one business day of notification and initiate diagnosis, testing and problem resolution processes. Resolution requiring code changes will be assigned as a priority and completed during normal business operational hours.

Priority 4: Minor

Definition: Minimal degradation affecting few users or functionality. Business process can continue without interruption.

Examples include third party software conflicts, printer head misalignment and reporting of user operational error messages.

Response time: QueTel will respond within one business day of notification during normal business hours through attention to diagnosis, testing, and problem resolution.

Priority 5: Enhancements

Definition: Changes to the interface or operation, modify to meet special client needs.

Examples include adding buttons to the screen, custom or customized reports, or new features. These require code changes.

Response time: QueTel will provide a quote for such changes and a time line for making them.

NOTE: Resolution of the above varies according to the difficulty of diagnosis, nature of the source, and the time required to make the changes.

Wise County

Wise will identify a primary and secondary point of contact (POC) and transmit that information to QueTel. All requests for technical support shall be channeled through the POC's. Wise POC's shall be sufficiently skilled in database management to be able to perform general fault identification, possess general "Administrative" rights to enable third party software on local computers and have direct access or third party access to the server on which the QueTel application and database is installed.

Wise shall assure the security of the network and the server on which the application and database are stored. Wise will provide the proper server environment, including industry standard backup capabilities.

Prior to contacting QueTel, Wise shall assure the server and all hardware are operational.

Additional Services

QueTel can provide additional training on-site or via the web for existing and new users, develop custom modules for Agencies or assist in moving the application to new servers. These services will be provided on the basis of an estimate of the time involved and the cost thereof.

Additionally, time and material costs may be incurred, if problems are determined to be caused by malfunction of the client IT infrastructure (server, network, etc.) or by mistaken or intentional action by Wise staff. The time involved may consist of, but not be limited to, problem diagnosis, correction, and testing.

LIMITATION OF QUETEL LIABILITY

QueTel shall not be responsible or liable for any failure to perform thereunder if such failure is caused by acts of God, strikes or labor disputes, failures of transportation, fire or flood or other causalities, which are beyond circumstance for any incidental or consequential damages or any damages for negligence, with respect to any software held under this Agreement

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed on the day and year first above written:

AGREED:

Wise County Sheriff's Office
Attn: Property & Evidence
200 Rook Ramsey Drive
Decatur, TX 75067

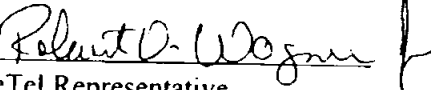
By: 
Authorized Individual

JD Clark
Authorized Individual (Typed/Printed)

Date: 8-21-17

ACCEPTED:

QueTel Corporation
14100 Sullyfield Circle
Suite 700
Chantilly, VA 20151

By: 
QueTel Representative

Robert O. Wagner, Jr.
QueTel Representative (Typed/Printed)

Date: August 9, 2017

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY CERTIFICATION OF FILING Certificate Number: 2016-95422 Date Filed: 08/05/2016 Date Acknowledged: <u>11-14-16</u>
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. QueTel Corporation Chantilly, VA United States	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Wise County Sheriff's Office	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Invoice 14083
 Technical support for their Physical Evidence Management System-Evidence TraQ. Technical support for their Digital Evidence Management System - Digital TraQ

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

RODNEY MIDDLETON
 Notary Public, Commonwealth of Virginia
 Commission Expires December 31, 2016
 ID - 7206811

Robert O. Wagner
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Robert Wagner, this the 24th day of October, 2016, to certify which, witness my hand and seal of office.

[Signature]
 Signature of officer administering oath

Rodney Middleton
 Printed name of officer administering oath

Notary Public
 Title of officer administering oath