



Amendment No. 2
to
Contract No. 5600 NS140000022
For
Deccan International Software Applications and Maintenance
between
Deccan International
and the
City of Austin

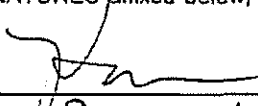
- 1.0 The City hereby exercises this extension option for the subject contract. Effective March 31, 2018. The term for the extension option will be March 31, 2018 to March 30, 2019. There are no more options remaining.
- 2.0 The total contract amount is increased by \$53,982.00 for this extension option period. The total contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 03/31/2014 – 03/30/2017	\$211,705.00	\$211,705.00
Amendment No. 1: Option 1 03/31/2017 – 03/30/2018	\$50,947.00	\$262,652.00
Amendment No. 2: Option 2 03/31/2018 – 03/30/2019	\$53,982.00	\$316,634.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

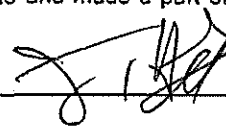
Sign/Date:

 4/10/18

Printed Name: Pang Moua
Authorized Representative

Deccan International
5935 Cornerstone Ct. W.
San Diego, CA 92121
(858) 799-7982

Sign/Date:



Printed Name: JAMES T. HOWARD
Authorized Representative

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 1
to
Contract No. 5600 NS140000022
For
Deccan International Software Applications and Maintenance
between
Deccan International
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. Effective March 31, 2017. The term for the extension option will be March 31, 2017 to March 30, 2018. There is one more (12) month option for an extension remaining.
- 2.0 The total contract amount is increased by \$50,947.00 for this extension option period. The total contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 03/31/2014 – 03/30/2017	\$316,634.00	\$316,634.00
Amendment No. 1: Option 1 03/31/2017 – 03/30/2018	\$50,947.00	\$367,581.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Latha Nagaraj

Printed Name: Latha Nagaraj
Authorized Representative

Deccan International
5935 Cornerstone Ct. W.
San Diego, CA 92121
(858) 799-7982

Sign/Date: James T. Howard

Printed Name: JAMES T. HOWARD
Authorized Representative

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

April 1, 2014

Deccan International
5935 Cornerstone Ct. W.
San Diego, CA 92121

Re: CAD Analysis, ADAM, BARB, LiveMum, and Diva Software and Support
City of Austin, Sole Source award

Dear Vendor:

The City of Austin has approved the execution of a contract with your company for the above-referenced item as follows:

Responsible Department:	Communication Technology Management or (CTM)
Department Contact Person:	Sherry Goertz
Department Contact Email Address:	Sherry.Goertz@austintexas.gov
Department Contact Telephone:	512-974-0872
Project Name:	Deccan International Software Applications and Maintenance
Contractor Name:	Deccan International
Contract Number:	29194
Requisition Number:	18614
Contract Term:	4/1/2014-3/31/17
Extension Options:	Two-(12) month options
Contract Amount:	\$316,634.00
Council Item:	35
Council Approval Date:	3/20/14

Attached is a copy of all contract terms and conditions. Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact me at (512) 974-1771.

Sincerely,

Jonathan Harris, Senior Buyer
City of Austin Purchasing Office
Finance and Administrative
Service Department

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
Deccan International
For
CAD Analyst, ADAM, BARB, LiveMum, and DiVa Software and Support**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Deccan International ("Contractor"), having offices at 5935 Cornerstone Ct. W., San Diego, CA 92121.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Exhibit A, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Monica Peeters, Phone: (858)764-8358, Email: monicap@deccanintl.com. The City's Contract Manager for the engagement shall be Sherry Goertz, Phone: (512) 974-0872, Email: Sherry.Goertz@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK.

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide support and maintenance services as more specifically described in Exhibit A in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

SECTION 3. COMPENSATION:

3.1 **Contract Amount.** The Contractor will be paid as indicated herein upon the successful completion of the Scope of Work, as described herein. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not to exceed \$211,705.00 with two additional 12-month extension options not to exceed \$50,947.00 for the first option, and \$53,982.00 for the second option, for a total estimated contract amount not to exceed \$316,634.00.

3.2 **Invoices**

3.2.1 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with

the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Communication Technology Management or (CTM)
Attn:	Accounts Payable
Address:	PO Box 1088
City, State, Zip Code	Austin, TX 78767

3.2.2 Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

3.2.3 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all authorized expenses at actual cost without markup.

3.2.4 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.3 **Payment**

3.3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the invoice.

3.3.2 **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.3.3 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.3.4 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.4 **Non-Appropriation.** The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non- or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 2 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

4.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

4.2 **Right To Assurance:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 **Termination For Cause:** In the event of a default by either party, the other party shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the defaulting party, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the non-defaulting party's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 **Termination Without Cause:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 **Fraud:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

5.1 Equal Opportunity

~~5.1.2 **Equal Employment Opportunity:** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit B. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.~~

5.1.3 **Americans With Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5.2 **Delays:**

5.2.2 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.2.3 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.3 **Publications:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 6. WARRANTIES

6.1 **Warranty - Price**

6.1.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.1.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6.1.3 In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.2 **Warranty – Services:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.2.1 Contractor warrants that for a period of ninety (90) days, any software (upgrades, patches, etc.), will conform to Contractor's published specifications. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.2.2 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

SECTION 7. MISCELLANEOUS

7.1 **Significant Event:** The Contractor shall immediately notify the Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.1.1 disposal of major assets;

7.1.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this contract;

7.1.3 any significant termination or addition of provider contracts;

7.1.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.1.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this contract;

7.1.6 reorganization, reduction and/or relocation in key personnel such as, but not limited to, customer service representatives or claims adjusters;

7.1.7 known or anticipated sale, merger, or acquisition;

7.1.8 known, planned or anticipated stock sales;

7.1.9 any litigation filed by a member against the Contractor; or

7.1.10 significant change in market share or product focus.

7.2 Right To Audit

7.2.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.2.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

7.3 **Stop Work Notice:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work

until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.4 No Warranty By City Against Infringements: The Contractor represents and warrants to the City that the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.

7.5 Indemnity and Limitation of Liability:

7.5.1 Definitions:

7.5.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.5.1.1.1 damage to or loss of the property of any person (including, but not limited to the Contractor, the parties' respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.5.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.5.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.5.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

7.5.3 Limitation of Liability.

7.5.3.1 Except for infringement, in the event of any claim brought by one party against another hereunder, except for infringement, a party will be liable only for actual, direct losses or damages incurred (including cost of cover), limited to the amount of fees paid to Contractor for maintenance services; provided, the claiming party shall be obliged to take reasonable steps to mitigate its losses or damages.

7.5.3.2 Irrespective of the basis or theory of the claim, neither party will be liable for any special, punitive, exemplary, indirect, incidental or consequential damages of any kind, including, without limitation, lost profits or loss of data, even if it has been advised of the possibility of such damages.

7.6 **Claims:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.7 **Notices:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:
City of Austin, Purchasing Office
ATTN: Contract Administrator
P O Box 1088
Austin, TX 78767

To the Contractor:
Deccan International
ATTN: Contract Manager
5935 Cornerstone Ct. W.
San Diego, CA 92121

7.8 **Confidentiality:** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.9 **Advertising:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.10 **No Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.11 **Gratuities**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.12 **Independent Contractor**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.13 **Assignment-Delegation**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.14 **Waiver**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.15 **Modifications**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.16 **Interpretation**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.17 **Dispute Resolution**

7.17.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, ~~one (1) senior level individual with decision-making authority~~ regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.17.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.18 SUBCONTRACTORS

7.18.1 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.18.1.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.18.1.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.18.1.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.18.1.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.18.1.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.18.2 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.18.3 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten days after receipt of payment from the City.

7.19 **Jurisdiction And Venue**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.20 **Invalidity:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.21 **Holidays:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.22 **Survivability of Obligations:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.23 **Non-Suspension or Debarment Certification:** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.24 **Incorporation of Documents:** **Section 0100, Standard Purchase Definitions**, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address:
<http://www.austintexas.gov/sites/default/files/files/Finance/Purchasing/standard-purchase-definitions.pdf>.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

Deccan International

By: [Signature]
Signature

Name: Tony Bennett
Printed Name

Title: Director of Operations

Date: 3/22/14

CITY OF AUSTIN

By: [Signature]
Signature

Name: Jonathan Navas
Printed Name

Title: Sr. Buyer

Date: 3-28-14

List of Exhibits

Exhibit A	Pricing Agreement and Statement of Work
Exhibit B	Software License Agreement
Exhibit C	Non Discrimination Certification (UC Note for reference only 5.2.1)

Exhibit A
Pricing Agreement and Statement of Work



DECCAN INTERNATIONAL
Save Money, Save Lives

Turnkey software solutions for public safety strategic and tactical decision event planning

5915 Cornerstone Court West, Suite 230
 San Diego, CA 92121
 888.deccan.9
 www.deccanintl.com

Quote Number: 20140107-LMS-T

Cost Proposal for LiveMUM Server

The City of Austin (Travis-County EMS & Fire)		1/7/2014
		Price
LiveMUM Server for TC EMS: Configured for TriTech VisiCAD 5.X and above		\$12,000
LiveMUM Server for Fire: Configured for TriTech VisiCAD 5.X and above		\$12,000

LiveMUM Server (both TC EMS & Fire) Maintenance Fees*		
		Price
LiveMUM Server Maintenance Fees for Year I		\$4,800
LiveMUM Server Maintenance Fees for Year II		\$4,944
LiveMUM Server Maintenance Fees for Year III		\$5,092
LiveMUM Server Maintenance Fees for Year IV		\$5,245
LiveMUM Server Maintenance Fees for Year V		\$5,402

Total Cost		
		Total Price
Total Cost for LiveMUM Servers & Year I Maintenance Fees		\$28,800

All Prices are quoted in USD

Quotes are valid for 180 days

***At the time the LiveMUM Servers are purchased, the City of Austin's current LiveMUM maintenance fees will increase by the following amounts per year**



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888.deccan.9
www.deccanintl.com

Turnkey software solutions for public safety strategic and tactical deployment planning

Quote Number: 20140109-D-T

Cost Proposal for Dispatch Validator (DiVa) application*

Austin Fire Department 100 Stations Service Area	1/9/2014
	Price
Total Price for DiVa (Includes Configuration, Project Management, Training, Installation and up to 2 Licenses)	\$42,560

Maintenance Costs	
	Price
Maintenance Cost for Year I (Included below)	\$8,512
Maintenance Cost for Year II	\$8,767
Maintenance Cost for Year III	\$9,030
Maintenance Cost for Year IV	\$9,301
Maintenance Cost for Year V	\$9,580

Total Cost	
	Price
Total Cost Payable (Installation + Maintenance Cost for Year I)	\$51,072

All Prices are quoted in USD

Quotes valid for 180 days

***Please note that BARB is a pre-requisite for DiVa**



DECCAN INTERNATIONAL

Decision-support software solutions for Fire and EMS

3-Year Maintenance Contract for The City of Austin (Fire & Travis-County EMS)

**CAD Analyst/ADAM, LiveMUM, BARB &
DiVa**

By
Deccan International
San Diego, California

January 13, 2014

5935 Cornerstone Court West, Suite 230 San Diego, CA 92121

Phone: (858) 764-8400 Fax: (858) 764-8401 www.deccanintl.com

1. Purpose of Maintenance Contract

This 3-year maintenance contract has been prepared for clarifying the work to be performed by Deccan International for **The City of Austin (Fire & Travis-County EMS)** towards maintaining the Deccan applications – CAD Analyst/ADAM, LiveMUM, BARB & DiVa throughout the time period of April 1, 2014 – March 31, 2017 (3 years of Annual Maintenance).

Section 2 provides an overview of the applications. Section 3 describes the upgrades and updates Deccan will provide as a part of maintenance. Occasionally, **The City of Austin (Fire & Travis-County EMS)** might require additional tasks on top of what is offered as part of the regular applications. These additional tasks will require additional costs, as noted throughout the section.

2. Deccan's Applications Overview

2.1 CAD Analyst

CAD Analyst is an analytical tool designed to work with historical incident data from a Computer Aided Dispatch (CAD) system. The applications measure critical performance criteria as it relates to workload distribution and response time performance. Using CAD Analyst a decision maker can within minutes look at, for example, last year's performance during weekday morning rush hour for first-in ALS providers or ALS ambulances on medical aid incidents.

CAD Analyst has the following features:

- A Workload and Response Performance calculator that lets a user specify the specific days-of-the-week, times-of-the-day, seasons of the year, and incident type groups of interest. CAD Analyst then extracts the incidents during that time period and of that type and displays their density thematically in a map.
- Average performance buttons that let a user look at specific response type performances such as average response times for first unit, first EMT, first paramedic on scene. The performances are thematically displayed in a color-coded map where green means acceptable performance and red indicates unsatisfactory performance.
- Percentage performance button that thematically displays the percentage of incidents meeting performance targets.
- Zoom button that lets a user zoom into a particular area of interest and view all the incidents in that area. Each incident is color coded with a symbol. The user can click on the symbol to get all details on that incident including incident number, date of incident, location, etc.
- User can print screens or save screens to be used for presentations or documentation.

2.2 ADAM

ADAM (Apparatus Deployment Analysis Module) is a modeling tool utilized by a chief officer for purposes of modeling future Fire/EMS or Fire/EMS station locations and/or resource placements. With ADAM the chief officer has the analytical tools

needed to provide objective data for backing up recommendations to government administrators, public groups, etc.

ADAM has the following features:

- Enables the user to create alternate Fire/EMS or Fire/EMS apparatus location scenarios by simply “dragging” apparatus with the mouse from one location to another.
- Recalculates and graphically displays response performance for each scenario created.
- Calibrates software so that response performance projections for the current location scenario closely match actual recorded performance.
- Color-codes the service area according to hazard type and whether response time goals are being met.
- Estimates response travel distance based on the street system and not “as the crow flies.”
- Estimates call-to-scene times for new location scenarios based on past history only, not on assumptions about related items such as travel speed.
- Estimates apparatus run-loads and apparatus availability under new location scenarios based on historical distribution of incidents.
- Provides region-by-region data such as Workloads, Response order, Response Performance, and Hazard classification.
- Calculates both average and percentile response performance to various zones within the service area. An example of percentile performance is “Percentage of incidents with response times less than 8 minutes.”
- Displays response performances for both Fire/EMS and medical incidents.
- Enables user to delete, save and retrieve different analysis scenarios.

2.3 LiveMUM

Live Move-Up Module (LiveMUM) is a software tool that interfaces with a live CAD system to display to Communication Center dispatchers current coverage in real time and offer move-up recommendations based on various criteria (business rules and/or operational procedures) set by the Communication Center. LiveMUM does the following:

- Takes the guesswork out of move-ups.
- Eliminates dependence on pre-plans, which are of limited use.
- Allow dispatchers to test out and evaluate the effectiveness of planned move-ups.
- Equips dispatchers with move-up rationale to show field units why a move-up is necessary.
- Ensures a consistency of move-up quality across all the dispatchers.

2.3.1 General Specifications

1. LiveMUM analyzes CAD data and displays color-coded maps for specified unit types, which illustrate coverage in real time, thus allowing dispatchers to view weaknesses and strengths in coverage.
2. LiveMUM makes tactical redeployment (move-up) recommendations in real time based on criteria set by the Communication Center.
3. Communication Center staff may test the effectiveness of their own move-ups, taking into account information not available to the LiveMUM.
4. LiveMUM incorporates an extensive list of business rules and/or operational procedures and strategies that dispatchers utilize when dispatching and redeploying units.
5. A user may make alternate recommendations beyond LiveMUM's standard recommendations. LiveMUM features the ability to calculate coverage scores and what the impact may be by using the user's recommendation.

2.3.2 Software Specifications

1. LiveMUM offers a user-friendly interface employing a Graphic User Interface (GUI) operating in a Windows environment.
2. Once installed, Communication Center staff may use LiveMUM to perform area coverage & redeployment analysis in a convenient fashion without the assistance of analysts or other external personnel. Please see sections below for details on area coverage and redeployment analysis.
3. User inputs and actions are intuitive and utilize a pointing device, pull-down menus and standardized tables.
4. The primary display is the client's map with the client's response areas displayed. The display supports zoom features for selected response areas and/or grids.
5. LiveMUM permits the storage and retrieval of logs on disk for later analysis.
6. LiveMUM allows the application to be run in three settings: Live, Static, and Replay.
7. Live setting allows for move-up recommendations to be determined using real-time data from the CAD system and customized by client's business rules.
8. Static setting allows client to create scenarios and specific move-up recommendations for use in live setting. Static mode is also useful, should the CAD system go offline, for running realistic coverage and move-up recommendations without real-time data from the CAD system.
9. Replay setting allows client to replay past log files to review move-up recommendations or configure LiveMUM for future scenarios. This tool is useful to determine performance during extreme settings such as multi-alarm fires.
10. LiveMUM allows multiple map layers to be included such as water layers, major roads or highways, hospitals, and major landmarks. These layers may help make the visual map easier to navigate for end users.
11. LiveMUM features the ability to analyze call volume to predict when move-ups may not be required due to low call volume. This tool helps minimize unnecessary move-ups in addition to the regular business rules configured by the user.
12. Calculations are made based on all capabilities so as to not negatively impact one capability while positively impacting another. Also, this will help minimize the number of move-ups and maximize the effectiveness of move-ups.

2.4 BARB (Box-Area Automated Run Card Builder)

Box-area Automated Run card Builder (BARB) is an automated tool for building static run cards (dispatch order sequence list) for use in CAD. Because it automates the building of run cards, this program would save a Fire/EMS department literally thousands of man-hours per year. Run cards can easily be created for each function of all resources. BARB enables you to:

- Make major or minor changes to the run cards quickly and inexpensively.
- Keep run cards optimized and current because of the ease in making changes.
- Check for human error in mapping data, ensuring a high degree of accuracy in the run cards.
- Create a back-up book for the CAD in case the CAD goes down.
- Create extensive run cards to plan for and implement major disaster response.

The features of BARB are listed below:

1. Platform: Runs on MS Windows platform.
2. GIS-Based Routing: BARB is a map-based tool for building run cards that utilizes the client GIS data such as street network, speed limits, under/overpass information, station locations, and dispatch grids to perform the needed routing.
3. Time-Based: Generates station/unit order sequence (run cards) based on the estimated routing time to each street segment.
4. Smart Routing: BARB routing takes into account the speed limit and the street connectivity to project running routes. This feature also assists in road network QA.
5. Station Order: Generates run cards with station order based on routing time required to reach a street/dispatch grid from each station considered.
6. Basic Street Editing: While BARB is not a tool for street editing – a task for GIS software – BARB recognizes that some quick edits may be needed on occasion in order for the “show to go on.” These would be only temporary edits with the premise that permanent edits would be made by the road network custodian. Edits can be made to data, not the geometry. In this manner, road speeds, overpass/underpass info, and one-way info can be changed.
7. Scenarios: Allows saving, modifying and deleting scenarios. An example of a scenario is a road construction situation. The edited street network can be saved as the road construction scenario for that location. Also this feature helps in pre-planning for events like parades, marathons, etc., that require street closures.
8. Run Card Export: BARB exports run cards in text format that can be then imported into the CAD.
9. BARB for Disaster: Typical run cards are configured for the “normal” disasters and as a result, only those stations belonging to the same service area and a few nearby mutual aid stations are listed in them. Hence the stations at a greater depth that are typically needed during a major disaster are not included. As a result, during a major disaster, CADs have typically “choked”, i.e., run out of station in their run-cards. BARB can help eliminate this problem by assisting a dept. with accounting for stations covering a wide area outside the service area – perhaps 2-3 counties deep. It can do so, since it automates the entire run card building and CAD data entry process. The “disaster” stations can include pre-planned staging points such as mall parking lots. Hence BARB assists in ensuring that the CAD will not run out of units and stations during major disasters.
10. Printable reports and Maps: Run cards as well as color-coded streets and dispatch grids can be printed directly from the application to any selected printer/plotter.

2.5 DiVa (Dispatch Validator)

CAD is software used by communication centers to do more than just dispatch units. It is a comprehensive IT solution for the comm. centers and is the central hub for all Fire and EMS services. It is real-time software running 24x7 and life and death is dependent on the functionality of the CAD. Smooth operation of the CAD, without glitches and technical issues becomes crucial for Communications Center functionality. But what happens if something goes wrong? What does a Communication Center do for backup of such crucial and time sensitive data?

DiVa is designed exclusively for the Communication Center to prepare for active backup of the CAD and to prevent such extreme conditions. By speeding the backup process and providing for an indexed electronic reference book, DiVa assists Communication Centers to retrieve relevant run card information as it were saved in the CAD. It provides an effective tool for the Communication Centers to back up their dispatch recommendations (pick lists), and presents them an easy-to-use book to refer back to in the absence of the CAD.

Alternatively, Deccan proposes for **The City of Austin (Fire)** to use DiVa (Dispatch Validator) to cross verify "as-the-crow-flies" recommendations made by the CAD against run order based recommendations made by BARB. DiVa would run on a dispatcher workstation and the dispatcher would type in the incident address. DiVa would then show the run orders for that address, which the dispatcher can compare against CAD recommendations and be satisfied that the correct units are being recommended for dispatch. In this manner, dispatchers would have an insurance against CAD recommendations, if the CAD uses AVL based recommendations.

3. Annual Maintenance

Overview for Deccan's Annual Maintenance

Annual Maintenance for the Deccan applications begins immediately after the installation of CAD Analyst (for CAD Analyst and ADAM), LiveMUM, BARB & DiVa. The services provided as part of the Annual Maintenance Plan for each Deccan application includes warranty and the services listed below.

3.1 Services offered As a Part of Regular Maintenance

3.1.1 Bi-Annual Data Updates of CAD Analyst and ADAM

1. **CAD Data Updated:** CAD Analyst and ADAM require CAD data to be updated. As such, the currency of all applications is dependent on how current the CAD data on which they are based is. To keep the applications current, they would have to be regularly updated with CAD data built up since the last update. This task involves, among others, identifying new units, incident types, and unit types in the new CAD data and updating the code tables to reflect them. Towards this end, **The City of Austin (Fire & Travis-County EMS)** is responsible for providing to Deccan the most recent CAD data that is available, as well as feedback regarding any new units and/or incident types that are identified in the new CAD data. Deccan is responsible for updating the applications with this information.

2. **Incident Tables Updated:** For CAD Analyst, new incident table rows would be created from the new CAD data and appended to the existing Incident tables. By doing so, the CAD Analyst data would be cumulative and the user would be able to analyze and compare performance & workloads from the starting date of CAD Analyst to the current.
3. **Recalibration:** In ADAM, time-distance and probability-distances relationships would be updated using the new CAD data. Using these, ADAM would be recalibrated to reflect current workloads & performance. Deccan is responsible for recalibrating ADAM during each maintenance update.
4. **Changing Code Tables to Reflect Operational Changes:** Code tables for the CAD Analyst and ADAM applications reflect the current perceptions of **The City of Austin (Fire & Travis-County EMS)** operations and response criteria. As such, if the department operations change such as when new response protocols are implemented, or if new response criteria have to be added, dropped, or changed, both the CAD Analyst and ADAM applications for that particular department would have to be updated to reflect these changes. As part of the bi-annual updates, we will update the CAD Analyst and ADAM applications to reflect changes in their code tables. However, please note that for a particular department, CAD Analyst can support a maximum of 42 response criteria and ADAM can support a maximum of 21 response criteria. Any additional criteria beyond the maximum allowed in our applications will be of additional cost to **The City of Austin (Fire & Travis-County EMS)**. If this occurs outside of the scheduled bi-annual update period, we will either move up the bi-annual update or provide the update at cost to be negotiated with **The City of Austin (Fire & Travis-County EMS)**.
5. **Changing Time Targets:** As part of maintenance plan, you can decide to change the time targets for ADAM once during the year. If you decide to change the time targets for ADAM more than once during the course of one-year maintenance, there will be additional cost.
6. **Updating Alternate Streets:** Deccan will build scenarios with a maximum of 1 alternate street network per year if required as part of regular maintenance. However, Deccan encourages you to build scenarios using alternate street network yourselves. Deccan will provide material and guidance for the same.
7. **Special Presentations:** Occasionally it may be necessary to update your applications for a special situation. If this is necessary we will either move up the bi-annual update or provide the update at cost to be determined on case-by-case bases.

3.1.2 Bi-Annual Data Refreshes of LiveMUM

LiveMUM uses CAD data from actual events to analyze past coverage holes and call volume to best recommend move-ups. As such, the currency of the application is dependent on the currency of the CAD data on which it is based. To keep the application current, it will have to be regularly updated with CAD data built up since the last update. This task involves, among others, updating ETBs, identifying new units, stations, incident types, and unit types in the new CAD data and updating

LiveMUM Code Tables and business rules to reflect them. Towards this end, **The City of Austin (Fire & Travis-County EMS)** is responsible for providing to Deccan the most recent CAD data that is available, as well as feedback regarding any new units, unit types, stations and/or incident types that are identified in the new CAD data. Deccan is responsible for updating the application with this information.

As part of the annual maintenance plan, these tasks will be performed bi-annually by Deccan International. In between updates, it is possible for the Client to add units; Deccan does not currently support a convenient utility for this task, but will assist the client in adding units at any time. If the Client prefers to add units directly to a Units table themselves, Deccan International will train the Client on this task. Since directly adding units to tables is not a foolproof task, the Client will have to do this with care. At some point in the future, we hope to eliminate this activity by having LiveMUM directly recognize new unit additions by listening to CAD.

LiveMUM code tables reflect the Client's current requirements of its move-up strategy. As such, if the Client's move-up strategy changes, the application would have to be updated to reflect these changes. Changes that involve updating tables consistent with the current rules contained in Client's LiveMUM implementation are part of normal maintenance. If the rules contained in Client's LiveMUM implementation are modified or new rules are added, then additional coding will be required at additional cost. Deccan will quote a fixed cost for the task.

Deccan will assist the client with changing LiveMUM zones during the bi-annual refresher. Zones changes between bi-annual refreshers will be at additional cost.

Currently, changing streets in LiveMUM is a process that requires data to be sent by the Client to Deccan. Deccan will always have to assist with changing streets, and this service is included during the bi-annual refresher. Updating the street network under any other circumstances will require additional cost.

3.1.3 Bi-Annual Data Refreshes of BARB

BARB requires up to date street network for accurate routine and in turn accurate run card generation. To keep the application current, it would have to be regularly updated with new street maps. This task involves, among others, adding new street network, new boxpoly, modified station information, and the addition or removal of units if required. Towards this end, **The City of Austin (Fire & Travis-County EMS)** is responsible for providing to Deccan the most current street map. Deccan is responsible for updating the application with this information.

Deccan is always striving to enhance our applications, so as a part of the bi-annual update; the latest version of BARB will also be provided.

Deccan may provide an additional update in case of a major bug fix in the application.

Deccan would also train necessary personnel within **The City of Austin (Fire & Travis-County EMS)** to run BARB scenarios with updated GIS data.

Deccan will build scenarios with a maximum of 2 alternate street networks per year if required as part of regular maintenance. However Deccan encourages the client to build scenarios using alternate street network themselves. Deccan will provide material and guidance for the same.

Deccan will run maximum of four scenarios annually if necessary as part of regular maintenance. However Deccan encourages and provides support for building new scenarios by the client themselves.

3.1.4 Bi-Annual Data Refreshes of DiVa

DiVa requires up to date run cards from BARB. Deccan would train **The City of Austin (Fire)** personnel to import run cards and maps into DiVa once BARB scenarios are updated.

As part of the annual maintenance plan, Deccan would also perform bi-annual updates. Deccan may provide an additional update in case of a major bug fix in the application.

3.1.5 Ongoing Technical Support for all Applications

As part of the maintenance plan, we will provide technical support via phone during normal business hours 0900 to 1700 Pacific Time Monday thru Friday with the exception of holidays.

3.1.6 Applications Upgrades for all Applications

Deccan, as part of its goal to ensure that our applications continue to meet client needs, adds features to the each application on a continual basis. As part of the Annual Maintenance Plan, we will offer these feature updates to **The City of Austin (Fire & Travis-County EMS)**, as and when they are completed.

3.1.7 Specific Feature Updates Needed by the Department for all Applications

The City of Austin (Fire & Travis-County EMS) may, on occasions, need a special feature that is not currently present so as to make productive use of Deccan's applications. In that case, as part of the Annual Maintenance Plan, as long as the work needed to provide by the features is not excessive, we will work with you on a mutually acceptable date for delivery of the critically needed feature within reason. If the feature requires a great amount of research and development, we will provide the feature at cost to be negotiated with **The City of Austin (Fire & Travis-County EMS)**.

3.1.8 Project Manager for all Applications

We will appoint one project manager for CAD Analyst/ADAM, LiveMUM, BARB & DiVa to serve as the primary point of contact and coordinate all project-associated tasks for **The City of Austin (Fire & Travis-County EMS)**.

3.1.9 Training Services for all Applications

Additional training courses for all the applications can be scheduled upon your request.

All training is conducted remotely using the web via GlobalMeet.

As part of the annual maintenance plan, these tasks will be performed bi-annually by Deccan.

3.2 Annual Maintenance Fees

The following is a breakdown of the Annual Maintenance Fees for your Software Applications (CAD Analyst/ADAM, BARB, LiveMUM & LiveMUM Server & DiVa) for the next three (3) maintenance years (April 1, 2014 – March 31, 2017), as well as the option to renew Annual Maintenance for two (2) additional years (April 1, 2017 – March 31, 2019):

Maintenance Year	CAD Analyst/ADAM	BARB	LiveMUM	LiveMUM Server* (2 versions: 1 for Fire, 1 for EMS)	DiVa**	Total
4/1/2014-3/31/2015	\$16,620.00	\$6,190.00	\$10,990.00	N/A	N/A	\$33,800.00
4/1/2015-3/31/2016	\$16,620.00	\$6,190.00	\$10,990.00	\$4,994.00	\$8,767.00	\$47,511.00
4/1/2016-3/31/2017	\$17,836.00	\$6,552.00	\$12,012.00	\$5,092.00	\$9,030.00	\$50,522.00
4/1/2017-3/31/2018	\$17,836.00	\$6,552.00	\$12,012.00	\$5,246.00	\$9,301.00	\$50,947.00
4/1/2018-3/31/2019	\$19,110.00	\$7,020.00	\$12,870.00	\$5,402.00	\$9,580.00	\$53,982.00

*This assumes that LiveMUM Server has already been purchased for both Fire & EMS (Year I maintenance is included in the total cost of LiveMUM Servers).

**This assumes that DiVa has already been purchased for Fire (Year I maintenance is included in the total cost of DiVa).

Please note that Deccan's pricing is proprietary and confidential, and as such we are not able to disclose our pricing model. However, quotes for new applications, application enhancements or upgrades, additional features and/or special projects will be provided upon request.

3.3 Payment Terms

~~All payments shall be due the day before the new maintenance period begins. If payments are not received by this due date, Deccan International may cease providing maintenance and support services to the software applications as otherwise required by this Agreement.~~

~~The late penalty of 1.5% is applicable when payment is not received within the above payment terms.~~

~~In the event this Agreement is terminated by The City of Austin (Fire & Travis County EMS), The City of Austin (Fire & Travis County EMS) shall not receive a refund of any amounts paid to Deccan International prior to the date this Agreement is terminated. If this Agreement is terminated by Deccan International, The City of Austin (Fire & Travis County EMS) shall receive a refund equal to a pro-rata share of the annual maintenance fees on the paid amounts to Deccan International. The pro-rata share of fees to be refunded shall equal the fraction for which the numerator is the number of months or partial months during which Deccan International did not provide services during the year and the denominator is 12 multiplied by the annual fees assessed pursuant to section 3.2.~~

Deccan (signature)

The City of Austin (Fire & Travis-County EMS) (signature)

Deccan (printed name)

The City of Austin (Fire & Travis-County EMS) (printed name)

Date

Date

Exhibit B
Software License Agreement

DECCAN INTERNATIONAL
SOFTWARE LICENSE AGREEMENT

This Software License Agreement is made and entered into as of the 27th day of March 2014 (the "Effective Date"), by and between **The City of Austin** with its principal place of business at **2006 East 4th Street, Austin, Texas 78702** (the "Licensee") and Deccan International, a California corporation, with its principal place of business at 5935 Cornerstone Court West, Suite 230, San Diego, California 92121 ("Deccan").

RECITALS

WHEREAS, Deccan has developed certain software applications that have been installed on the Licensee's automated computer system and the Licensee desires to obtain a license and right to use such software applications on such system in accordance with the terms, and subject to the conditions, set forth below; and

WHEREAS, Deccan has the right to sublicense certain software applications developed by third parties that have been installed on the Licensee's automated computer system and the Licensee desires to obtain a sublicense and right to use such third party software applications on such system in accordance with the terms, and subject to the conditions, set forth below;

NOW THEREFORE, in consideration of the mutual covenants contained herein this Agreement, the Licensee and Deccan hereby agree as follows:

AGREEMENT

1. Definitions

The following definitions apply to the terms used within this Agreement:

1.1. "Agreement" shall mean this Software License Agreement and its exhibits, as the same may from time to time be amended in accordance with the terms hereof.

1.2. "As-Built Specification Document" shall mean, with respect to any Licensed Application, the document setting forth the specifications for such Licensed Application delivered upon acceptance of the Licensed Application in accordance with the applicable implementation agreement; as such specifications may thereafter be modified or supplemented from time to time to reflect Enhancements subsequently provided by Deccan.

1.3. "Derivative Works" shall mean, with respect to any Licensed Application, any translation, abridgement, revision, modification, or other form in which such Licensed Application may be recast, transformed, modified, adapted or approved after acceptance of the As-Built Specifications for such Licensed Application in accordance with the applicable implementation agreement.

1.4. "Documentation" shall mean any written, electronic, or recorded work that describes the use, functions, features, or purpose of the System, or any component or subsystem thereof, and that is published or provided to the Licensee by Deccan, Deccan's subcontractors or the original manufacturers or developers of third party products provided to the Licensee by Deccan, including, without limitation, all end user manuals, training manuals, guides, program listings, data models, flow charts, logic diagrams, and other materials related to or for use with the System.

1.5. "Effective Date" is defined in the preamble hereof.

1.6. "Enhancement" shall mean, with respect to any Licensed Application, a computer program modification or addition, other than a Maintenance Modification, that alters the functionality of, or adds new functions to, such Licensed Application and that is integrated with such Licensed Application after

acceptance of the As-Built Specifications for such Licensed Application in accordance with the applicable implementation agreement, or that is related to a given Licensed Application but offered separately by Deccan after acceptance of the As-Built Specifications for such Licensed Application in accordance with the applicable implementation agreement.

1.7. **"Error"** shall mean, with respect to any Licensed Application, a defect in the Source Code for such Licensed Application that prevents such Licensed Application from functioning in substantial conformity with the As-Built Specifications with respect thereto.

1.8. **"Licensed Application"** shall mean each of the software applications set forth on Exhibit 1 attached hereto and incorporated herein by this reference, which software applications were developed by Deccan and furnished to the Licensee in conformity with the As-Built Specifications with respect thereto, together with all Derivative Works, all Maintenance Modifications and all Documentation with respect thereto; provided, however, that Licensed Applications shall consist of Object Code only and shall not include any Enhancements.

1.9. **"Licensee"** is defined in the preamble hereof.

1.10. **"Maintenance Modifications"** shall mean, with respect to any Licensed Application, a computer software change to correct an Error in, and integrated into, such Licensed Application, but that does not alter the functionality of such Licensed Application and that is provided to the Licensee by Deccan after acceptance of the As-Built Specifications for such Licensed Application in accordance with the applicable implementation agreement.

1.11. **"Object Code"** shall mean computer programs assembled or compiled in magnetic or electronic binary form on software media, which are readable and usable by machines, but not generally readable by humans without reverse-assembly, reverse-compiling, or reverse-engineering.

1.12. **"Source Code"** shall mean computer programs written in higher-level programming languages, sometimes accompanied by English language comments. Source Code is intelligible to trained programmers and may be translated to Object Code for operation on computer equipment through the process of compiling.

1.13. **"System"** shall mean the Licensee's computer automated system consisting of the Licensed Applications combined with any of the Authorized Servers, the operating systems installed on each of the Authorized Servers, any database or other third party software products installed on any of the Authorized Servers, any PC or other workstation equipment having access to any of the Licensed Applications, any communications interfaces installed on any of the Authorized Servers, any network communications equipment and any other third party software, wiring, cabling and connections and other hardware relating to any such Authorized Servers, workstation or network communications equipment located at any of the Authorized Sites.

1.14. **"Deccan"** is defined in the preamble hereof.

2 Licenses and Restrictions

2.1. **Grant of Licenses.** Subject to the conditions set forth in Section 2.2 hereof, Deccan hereby grants to the Licensee, pursuant to the terms and conditions hereof, a perpetual, nonexclusive, nontransferable license:

(a) to use each Licensed Application and each Sublicensed Application, in Object Code only, on the Authorized Server with respect thereto and at the Authorized Sites with respect thereto;

(b) to conduct internal training and testing on each Licensed Application and each

Sublicensed Application;

(c) to perform disaster recovery, backup, archive and restoration testing, and implementation with respect to each Licensed Application and each Sublicensed Application;

2.2 Conditions to Grant of Licenses. No grant of any license or right pursuant to Section 2.1 hereof with respect to any Licensed Application or any Sublicensed Application shall be effective, and the Licensee shall have no license or right to use such Licensed Application or such Sublicensed Application, until such Licensed Application or such Sublicensed Application has been accepted by the Licensee in accordance with the acceptance terms set forth in the applicable implementation agreement and all license fees, sublicense fees or royalties with respect to such Licensed Application or such Sublicensed Application have been paid in full in accordance with the payment terms set forth in the applicable implementation agreement.

2.3 Restrictions on Use

(a) The Licensee agrees to use the Licensed Applications and the Sublicensed Applications only for the Licensee's own use. The Licensee shall not allow use of any Licensed Application or any Sublicensed Application by any parent, subsidiaries, affiliated entities, or other third parties, or allow any Licensed Application or any Sublicensed Application to be used on other than on the Authorized Server at the Authorized Site with respect thereto.

(b) Except as otherwise specifically set forth in Section 2.1 hereof, the Licensee shall have no right to copy any Licensed Application or any Sublicensed Application. Any copy of any Licensed Application (whether or not such copy is permitted) shall be the exclusive property of Deccan. Any copy of any Sublicensed Application (whether or not such copy is permitted) shall be the exclusive property of the developer of such Sublicensed Application. The Licensee shall not distribute or allow distribution of any Licensed Application or any Sublicensed Application or any Documentation or other materials relating thereto without Deccan's prior written consent.

(c) The Licensee's license and right to use the Licensed Applications and the Sublicensed Applications is limited to a license and right to use only the Object Code relating thereto. The Licensee shall have no license or right with respect to the Source Code for any Licensed Application or any Sublicensed Application.

(d) The Licensee shall not, and shall not permit any other party to, make any alteration, modification or enhancement to any Licensed Application or any Sublicensed Application unless, and only to the extent, specifically authorized by Deccan. The Licensee shall not, and shall not permit any other party to, disassemble, and de-compile or reverse-engineer any Licensed Application or any Sublicensed Application.

(e) The Licensee shall not use any Licensed Application or any Sublicensed Application, and shall not permit any third party to use any Licensed Application or any Sublicensed Application, for processing data of any entity other than the Licensee.

3. Ownership. Except for the rights expressly granted therein pursuant to Section 2 hereof, Deccan shall at all times retain all right, title and interest in and to each Licensed Application and all copies thereof (whether or not permitted), including all Derivative Works, Maintenance Modifications, Enhancements and Documentation with respect thereto (whether or not developed by Deccan). By this Agreement, the Licensee hereby assigns to Deccan any and all rights it may have or later acquire to any and all Derivative Works (whether or not developed by Deccan).

4. Term and Termination

4.1. Effective Date. This Agreement shall take effect on the Effective Date after (i) it has

been fully executed by duly authorized representatives of both parties, and (ii) Deccan's receipt of written notification from the Licensee that any certification or approval of this Agreement required by statute, ordinance, or established policy of the Licensee has been obtained.

4.2. Term. This Agreement shall continue in effect until terminated as set forth under Section 4.3 hereof.

4.3. Termination. The Licensee may terminate this Agreement by providing thirty (30) days prior written notice to Deccan of its intent to do so. Deccan may terminate this Agreement immediately if the Licensee breaches any material provision of this Agreement.

4.4. Effect of Termination. Upon termination of this Agreement, all licenses granted to the Licensee hereunder shall be revoked. Upon termination of this Agreement, (a) the Licensee shall return to Deccan, within ten (10) business days of such termination, all Deccan Confidential Information and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment other documents or property relating thereto and all copies of any of the foregoing (in whatever medium recorded); (b) the Licensee shall discontinue all use of the Licensed Applications and the Sublicensed Applications; and (c) the Licensee shall certify in a written document signed by an authorized representative that the material specified in the preceding clause (a) has been returned to Deccan, that all copies of the Licensed Applications and the Sublicensed Applications have been permanently deleted or destroyed, and that all use of the Licensed Applications and the Sublicensed Applications has been discontinued. The expiration or termination of this Agreement will not relieve the Licensee of its obligations under Section 6 hereof regarding Deccan Confidential Information.

5. Limited Warranties and Liability

5.1. Warranty. THE LICENSED APPLICATIONS ARE LICENSED "AS IS". NO EXPRESS OR IMPLIED WARRANTIES FOR THE LICENSED APPLICATIONS, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE CREATED BY THIS SOFTWARE LICENSE AGREEMENT.

5.2. Limitation of Liability. NEITHER DECCAN NOR ANY PERSON ASSOCIATED WITH DECCAN SHALL BE LIABLE TO ANY PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OR FAILURE TO PERFORM UNDER THIS AGREEMENT, EVEN IF DECCAN HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED BENEFITS OR PROFITS RESULTING FROM THE OPERATION OR FAILURE TO OPERATE OF THE LICENSED PROGRAMS. THIS CLAUSE SHALL SURVIVE THE FAILURE OF ANY EXCLUSIVE REMEDY FOR BREACH OF WARRANTY OR ANY OTHER PROVISION OF THIS AGREEMENT.

6. Confidential Information

6.1. Deccan Confidential Information. The Licensee agrees to maintain the confidentiality of any Deccan Confidential Information (as defined below) and to treat such information with the same degree of care and security as it treats its own most confidential information. The Licensee shall not, without Deccan's prior written consent, disclose such information to any person or entity other than to the Licensee's employees or consultants legally bound to abide by the terms hereof and having a need to know such information, or sell, license, publish, display, distribute or otherwise use such information except as authorized by this Agreement. The term "Deccan Confidential Information" shall include all Licensed Applications and any other Deccan software applications (whether or not licensed to the Licensee) and all Derivative Works, Enhancements, Maintenance Modifications and Documentation with respect thereto as well as any written information of a confidential nature clearly labeled by Deccan as being confidential or otherwise indicated by Deccan in writing as being confidential. The Licensee understands and agrees that Deccan Confidential Information constitutes a valuable business asset of Deccan, the unauthorized use or disclosure of which may irreparably damage Deccan. In the event of the Licensee's breach or threatened breach of any of the provisions in this Agreement, Deccan shall be

entitled to an injunction obtained from any court having appropriate jurisdiction restraining the Licensee from any unauthorized use or disclosure of any Deccan Confidential Information.

6.2 Exclusions. Notwithstanding Section 6.1 hereof, Deccan Confidential Information shall not include information which the Licensee can demonstrate by competent written proof (a) is now, or hereafter becomes, through no act or failure to act on the part of the Licensee, generally known or available or otherwise part of the public domain; (b) is rightfully known by the Licensee without restriction on use prior to its first receipt of such information from Deccan as evidenced by its records; (c) is hereafter furnished to the Licensee by a third party authorized to furnish the information to the Licensee, as a matter of right and without restriction on disclosure; or (d) is the subject of a written permission by Deccan to disclose.

6.3 Exceptions. Notwithstanding Section 6.1 hereof, disclosure of Deccan Confidential Information shall not be precluded if:

(a) such disclosure is in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof; provided, however, that the Licensee shall first have given notice to Deccan and shall have made a reasonable effort to obtain a protective order requiring that the information to be disclosed be used only for the purposes for which the order was issued;

(b) such disclosure is necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary for such purpose; or

(c) the Licensee received the prior written consent to such disclosure from Deccan, but only to the extent permitted in such consent.

6.4 Survival. Unless mutually agreed otherwise in writing, the obligations hereunder with respect to each item of Deccan Confidential Information shall survive the termination or expiration of this Agreement.

7. Miscellaneous

7.1 Relationship. The relationship created hereby is that of Licensor and Licensee. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

7.2 No Rights in Third Parties. This Agreement is entered into for the sole benefit of the Deccan and the Licensee and, where permitted above, their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

7.3 Entire Agreement. This Agreement sets forth the final, complete and exclusive agreement and understanding between Deccan and the Licensee relating to the subject matter hereof and supersedes all quotes, proposals, understandings, representations, conditions, warranties, covenants, and all other communications between the parties (oral or written) relating to the subject matter hereof. Deccan shall not be bound by any terms or conditions contained in any purchase order or other form provided by the Licensee in connection with this Agreement and any such terms and conditions shall have force or effect. No affirmation, representation or warranty relating to the subject matter hereof by

any employee, agent or other representative of Deccan shall bind Deccan or be enforceable by the Licensee unless specifically set forth in this Agreement.

7.4. Amendments. No amendment or other modification of this Agreement shall be valid unless pursuant to a written instrument referencing this Agreement signed by duly authorized representatives of each of the parties hereto.

7.5. Assignment. Neither party hereto may assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that Deccan may assign this Agreement to its successor in connection with a sale of its business without obtaining consent of any party. Subject to the foregoing, each and every covenant, term, provision and agreement contained in this Agreement shall be binding upon and inure to the benefit of the parties' permitted successors, executors, representatives, administrators and assigns. Any assignment attempted in contravention of this section will be void.

~~**7.6. Governing Law.** All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Agreement shall in all respects be governed by and determined in accordance with the laws of the State of California without giving effect to the choice of law principles thereof. The United Nations Convention on the International Sale of Goods shall not apply to any transactions contemplated by this Agreement.~~

7.7. Arbitration. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Agreement, or the breach thereof, must be submitted to and resolved by final and binding arbitration by the American Arbitration Association in accordance with its Commercial Arbitration Rules then in effect. The parties understand and agree that the arbitration will be instead of any civil litigation, except that either party may petition a court for a provisional remedy pursuant to Code of Civil Procedure Section 1281.8, and that the arbitrator's decision will be final and binding to the maximum extent permitted by law and enforceable by any court having jurisdiction thereof.

7.8. Venue. All legal proceedings brought in connection with this Agreement may only be brought in a state or federal court located in the State of California. Each party hereby agrees to submit to the personal jurisdiction of those courts for any lawsuits filed there against such party arising under or in connection with this Agreement.

7.9. Waiver. In order to be effective, any waiver of any right, benefit or power hereunder must be in writing and must be signed by an authorized representative of the party against whom enforcement of such waiver would be sought, it being intended that the conduct or failure to act of either party shall imply no waiver. Neither party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of this Agreement. No waiver of any right, benefit or power hereunder on a specific occasion shall be applicable to any facts or circumstances other than the facts and circumstances specifically addressed by such waiver or to any future events, even if such future events involve facts and circumstances substantially similar to those specifically addressed by such waiver. No waiver of any right, benefit or power hereunder shall constitute, or be deemed to constitute, a waiver of any other right, benefit or power hereunder. Unless otherwise specifically set forth herein, neither party shall be required to give notice to the other party, or to any other third party, to enforce strict adherence to all terms of this Agreement.

7.10. Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

7.11. Survival of Provisions. All provisions of this Agreement that by their nature would reasonably be expected to continue after the termination of this Agreement, including but not limited to

Section 6.1, will survive the termination of this Agreement.

7.12. Notices. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and other communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

To Deccan:

Deccan, Inc.
Attn: President
5935 Cornerstone Court West, Suite 230
San Diego, California 92121
Phone: 858-764-8400
Fax: 858-764-8401

To Licensee:

The City of Austin
Communications and Technology Management
Attn: Sherry Goertz
2006 East 4th Street
Austin, Texas 78702
Phone: 502-974-0872
Fax: _____

7.13. Construction. The paragraph and section headings used in this Agreement or in any exhibit hereto are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

7.14. Counterparts. This Agreement may be signed in two or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have hereunto set their hands as set forth below.

City of Austin

Deccan International

By: _____

Name: _____

Title: _____

Date: _____

By: Latha Nagaraj

Name: Latha Nagaraj

Title: President

Date: 3/27/14

**EXHIBIT 1
To
Software License Agreement**

LICENSED APPLICATIONS AND AUTHORIZED ENVIRONMENTS

This Exhibit is attached to, incorporated into and forms part of the Software License Agreement, dated March 27th, 2014, between the Licensee and Deccan (herein referred to as the "Agreement"). Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

LICENSED APPLICATIONS

The following software applications constitute Licensed Applications under the Agreement. The site locations corresponding to each Licensed Application shall constitute the Authorized Site with respect to such Licensed Application for purposes of the Agreement.

<u>Quantity/Type</u>	<u>Name of Application</u>	<u>Address and Room Number of Authorized Site</u>
6	LiveMUM	
6	CAD Analyst/ADAM	
2	BARB	
2	DiVa	

SUBLICENSSED APPLICATIONS

The following software applications constitute Sublicensed Applications under the Agreement. The server and site locations corresponding to each Sublicensed Application shall constitute the Authorized Server and Authorized Site with respect to such Sublicensed Application for purposes of the Agreement.

<u>Quantity/Type</u>	<u>Name of Application</u>	<u>Address and Room Number of Authorized Site</u>

Exhibit C
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 28th day of March, 2014

CONTRACTOR

Authorized
Signature

Title

Deccan International
Tracy Shrestha
Director of Operations



DECCAN INTERNATIONAL
Save Money, Save Lives

5935 cornerstone court west, suite 230
san diego, ca 92121
888.deccan.9
www.deccanintl.com

Turnkey software solutions for public safety strategic and tactical deployment planning.

Quote Number: 20140107-LMS-T

Cost Proposal for LiveMUM Server

The City of Austin (Travis-County EMS & Fire)		1/7/2014
		Price
LiveMUM Server for TC EMS: Configured for TriTech VisiCAD 5.X and above		\$12,000
LiveMUM Server for Fire: Configured for TriTech VisiCAD 5.X and above		\$12,000

LiveMUM Server (both TC EMS & Fire) Maintenance Fees*		
		Price
LiveMUM Server Maintenance Fees for Year I		\$4,800
LiveMUM Server Maintenance Fees for Year II		\$4,944
LiveMUM Server Maintenance Fees for Year III		\$5,092
LiveMUM Server Maintenance Fees for Year IV		\$5,245
LiveMUM Server Maintenance Fees for Year V		\$5,402

Total Cost		
		Total Price
Total Cost for LiveMUM Servers & Year I Maintenance Fees		\$28,800

All Prices are quoted in USD

Quotes are valid for 180 days

*At the time the LiveMUM Servers are purchased, the City of Austin's current LiveMUM maintenance fees will increase by the following amounts per year



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san diego, ca 92121
888.deccan.9
www.deccanintl.com

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Quote Number: 20140109-D-T

Cost Proposal for Dispatch Validator (DiVa) application*

Austin Fire Department 100 Stations Service Area	1/9/2014
	Price
Total Price for DiVa (Includes Configuration, Project Management, Training, Installation and up to 2 Licenses)	\$42,560

Maintenance Costs	
	Price
Maintenance Cost for Year I (Included below)	\$8,512
Maintenance Cost for Year II	\$8,767
Maintenance Cost for Year III	\$9,030
Maintenance Cost for Year IV	\$9,301
Maintenance Cost for Year V	\$9,580

Total Cost	
	Price
Total Cost Payable (Installation + Maintenance Cost for Year I)	\$51,072

All Prices are quoted in USD

Quotes valid for 180 days

***Please note that BARB is a pre-requisite for DiVa**



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January 30, 2014

City of Austin
2006 East 4th Street
Austin, Texas 78702

To Whom It May Concern:

The CAD Analyst/ADAM, LiveMUM, BARB & DiVa computer software products that the City of Austin (Travis-County EMS and Fire) have licensed for use from Deccan International are highly proprietary and are considered a trade secret of Deccan International.

No other party is capable of performing the various maintenance responsibilities (i.e. code corrections, product update and technical support) since there is no outside access to the source code for the products. Thus, Deccan International is the sole source for services on the software in question.

In addition, no other party is authorized to provide additional capacity or hardware upgrades for our products in the United States.

I hope that this meets with your needs. Should you have any questions, or if we may be of any further assistance, please do not hesitate to contact me.

Sincerely,

Latha Nagaraj
President



City of Austin FSD Purchasing Office

Certificate of Exemption

DATE: 01/14/2013

DEPT: CTM, CTECC

TO: Purchasing Officer or Designee

FROM: Stephen Elkins, CIO

BUYER:

PHONE:

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)

- ☐ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
- ☐ a procurement necessary to preserve or protect the public health or safety of municipality's residents
- ☐ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
- ☐ a procurement for personal, professional, or planning services
- ☐ a procurement for work that is performed and paid for by the day as the work progresses
- ☐ a purchase of land or right-of-way
- ☒ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits
- ☐ a purchase of rare books, papers, and other library materials for a public library
- ☐ paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
- ☐ a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

- ☐ a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- ☐ personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for
 - cooperative purchasing administered by a regional planning commission established under Chapter 391
 - ☐ services performed by blind or severely disabled persons
 - ☐ goods purchased by a municipality for subsequent retail sale by the municipality
 - ☐ electricity
 - ☐ advertising, other than legal notices
 - ☐ Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

We currently use CAD Analyst - ADAM, BARB, and LiveMUM in CAD production. Deccan International was awarded the contract in 2004. We have been utilizing this product for 9+ years and Deccan International is the only company that can manage, install and maintain these applications.

4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

We currently use CAD Analyst - ADAM, BARB, and LiveMUM in CAD production. Deccan International was awarded the contract in 2004. We have been utilizing this product for 9+ years and Deccan International is the only company that can manage, install and maintain these applications.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with Deccan International, Inc. which will cost approximately \$ 316,634.00 (Provide estimate and/or breakdown of cost).

Recommended Certification	<u>Sherry Gertz</u>	<u>01/14/2014</u>	
	Originator	Date	
Approved Certification	<u>Stephen G. Elkins</u>	<u>10/15/2014</u>	
	Department Director or designee	Date	
	<u>[Signature]</u>	<u>1/28/14</u>	
	Assistant City Manager / General Manager or designee (if applicable)	Date	
Purchasing Review (if applicable)	_____	_____	_____
	Buyer	Date	Manager Initials
Exemption Authorized (if applicable)	_____	_____	
	Purchasing Officer or designee	Date	

02/26/2013