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08/06/2013



Informative  
Graphics®

August 6, 2013

Daniel Soto  
Glendale Police Department  
6835 N. 57 Dr  
Glendale, AZ 85301

Daniel:

Thank you choosing Brava! from Informative Graphics. Below you will find the quotation that you requested. If you have any questions regarding any of the information below, please call me at (602) 567-5219.

Sincerely,

Dan Wiese  
Software Maintenance Renewal Mgr

**QUOTATION**

Date: August 6, 2013

From: Dan Wiese

Software Maintenance Renewal Mgr

Informative Graphics Corp.

4835 E Cactus RD STE 445

Scottsdale, Arizona 85254-3546

To: Daniel Soto

Glendale Police Department

6835 N. 57th Drive

Glendale, AZ 85301

**PRODUCT DESCRIPTION**

Redact-it Desktop maintenance renewal

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Qty	Product	Per License	Total
10	Annual Maintenance Renewal Redact-It Desktop Part #2421-RDT-M	\$39.00	\$390.00
<b>Renewal period of 8/10/13 – 8/9/14</b>			
Sub-Total			\$390.00
Tax			n/a
Shipping			n/a
Grand Total			\$390.00

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## MAINTENANCE PROGRAM

Maintenance: Maintenance provides customers with all updates (options not included unless part of the original purchase) as no additional charge items for the term of the agreement. Maintenance updates are downloaded from a web site. Maintenance is valid for the period shown. Maintenance must be acquired for all licenses of Brava.

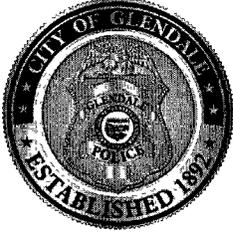
## TERMS

This quote is valid for thirty (30) days. Standard payment terms net thirty (30). The Brava! Software is not shipped on a physical media. IGC will email customers a web site location and serial number from which the released product is downloaded. PURCHASE ORDER MUST INCLUDE THE EMAIL ADDRESS OF THE CUSTOMER DESIGNATED TO RECEIVE THE PRODUCT. No shipping charges will be incurred.

We accept:

- American Express, Discover, Visa or MasterCard at time of purchase *only*
- Company check

If you have any questions regarding this quote, please feel free to call Dan Wiese at (602) 567-5219.



*a memorandum from the*

# Glendale Police Department

*Integrity • Courage • Excellence • Respect • Compassion • Dedication*

DATE: July 18, 2013  
TO: Commander C. DeSanti  
FROM: Sergeant Daniel Soto 10864  
SUBJECT: Redact-it software renewal

For the past three years the police department has been using Redact-It software to redact reports. Records, CID, PIO and VCU are all users of the Redact-It software. This software will be expiring on all 10 licenses on August 9, 2013. The cost for renewal is \$39 per license for a total cost of \$390 to renew. This software reduces the time it takes to manually redact Offense and Accident reports.

# INFORMATIVE GRAPHICS CORPORATION

## Software Maintenance Agreement

The Software Maintenance ("Support") described below in this Software Maintenance Agreement does not expand on or change any warranty provisions set forth in any other agreement between Customer and IGC

### 1. GENERAL SOFTWARE MAINTENANCE TERMS AND CONDITIONS

1.1.1 Appointment of Primary Contacts Customer will need to designate up to two (2) of Customer's employees as designated "Primary Contacts," each of whom will be entitled to contact IGC's helpdesk to ask questions, report errors or seek help troubleshooting use of the IGC Software. All of Customer's support inquiries shall be initiated through these Primary Contacts. Before contacting IGC's helpdesk, Customer's Primary Contacts should be familiar with the Documentation. In the event that a Primary Contact is no longer able to serve in such capacity, Customer may designate a replacement.

1.2 Online Resources IGC provides a number of online resources at [www.infograph.com](http://www.infograph.com) to respond to common technical questions, such as IGC's Self-Help Technical Support. Please review these on-line resources before contacting the IGC helpdesk.

1.3 E-mail and Telephone Support A Primary Contact may contact the IGC helpdesk by phoning 602-971-6061, Option 4 to be connected to a Support representative (if none is available Customer will be routed to voice mail to report the problem). Additionally, a Primary Contact may send an e-mail to [support@infograph.com](mailto:support@infograph.com) or submit a support ticket through the Support Portal, [www.infograph.com/supportticket](http://www.infograph.com/supportticket), to report a problem or ask a question. Any e-mail or Support Portal requests identifying potential errors or problems should provide IGC with sufficient information to reproduce the error. The IGC helpdesk will assist a Primary Contact in using the IGC Software, and work with a Primary Contact in good faith to determine the final disposition of all reported problems or errors, including identifying and providing workarounds for any problems discovered. Assistance may include communicating via telephone, e-mail, our Support Portal, or, if allowed by Customer, remote desktop sharing.

1.4 Support Coverage IGC's Support helpdesk currently accepts calls between 5:00 am to 5:00 pm, U.S. Mountain Standard Time. Currently IGC does not offer Support during the weekends or standard U.S. holidays.

1.5 Error Corrections We use commercially reasonable efforts to correct any reproducible and material programming error discovered in the IGC Software, applying a level of effort reasonably commensurate with the severity class of the error (see Section 2 below). IGC is not responsible for correcting errors that result from problems residing outside of the IGC Software. Typically, IGC address errors through updates to the IGC Software, but on occasion IGC may provide Customer with an interim correction (such as a work-around) pending formal implementation of an update.

1.6 Updates IGC shall use commercially reasonable efforts to notify Customers in writing of any impending updates due to error corrections, maintenance or scheduled new releases at least two (2) weeks prior to the target release date. This notification of new releases shall include release notes that describe in reasonable detail any material changes being made to the IGC Software.

1.7 Customer Suggestions Any errors or suggested changes, clarifications, additions or other improvements to the IGC Software that Customer communicate to IGC shall constitute Customer's grant

to IGC, without charge, of the right to incorporate such suggestions, changes and modifications into the IGC Software under IGC's standard intellectual property notices

## 2. CLASSES OF ISSUE SEVERITY

2.1 Severity Definitions To assist with effective issue management, IGC ask that Primary Contacts prioritize any reported issue, using the following severity definitions *Class 1* (a problem which causes an urgent, critical impact that impairs the performance of substantially all major functions of the IGC Software or an Integrated Product/Customer Hosted Solution), *Class 2* (a problem which causes an important or significant impact that impairs the performance of a major function of the IGC Software or an Integrated Product/Customer Hosted Solution), and *Class 3* (important problems that do not have a significant impact on current productivity the IGC Software or Integrated Product/Customer Hosted Solution is operational, but with some limitations, a function in the IGC Software is failing, but there is a bypass available; a workaround has been found, but it is not an acceptable long term solution)

2.2 Response Targets The following table defines severity class level response timeframes, effort required until resolution, and update frequencies currently employed by IGC Support staff

Severity Class	Initial Response to Customer	Effort Required Until Resolution	Update Frequencies
Class 1	No greater than four hours if reported between 9 AM and 1 PM on normal business days at IGC's business location Errors reported other times will receive a response within four hours on the next normal business day at IGC's business location	Constant effort during normal business hours until relief is provided in the form of a Work-Around or a software hotfix	As mutually agreed but at a minimum, every business day during normal business hours at IGC's registered business location unless both Parties have agreed to a different frequency
Class 2	Next business day at IGC's business location	Commercially reasonable efforts during normal business hours at IGC's business location until there is a Work-Around or Call Remedy in the form of a software hotfix or service pack	As mutually agreed but at a minimum, Customer may request a summary report of all Severity 2 issues a maximum of once every five business days unless both Parties have agreed to a different frequency Summary reports may be conveyed in e-mail format or verbally
Class 3	No greater than five business days	Does not require immediate action Normally addressed in a service pack at IGC's sole discretion	As mutually agreed but at a minimum, Customer may request a summary report of all Severity 3 issues a maximum of once per calendar month or per mutually agreed

			action plan
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### 3. NONQUALIFYING SUPPORT ISSUES AND EVENTS

3.1 Non-Qualified Products IGC does not provide Support for any hardware or software product that is not provided by IGC to Customer (each such product, a "Nonqualified Product"). Customer remains responsible for the compatibility and functioning of Nonqualified Products with the IGC Software. If IGC provide Support services for a problem caused by a Nonqualified Product or the failure of Customer's computer system or environment to comply with any minimum system requirements specified in the Documentation (or IGC's Support efforts are materially increased as a result of Customer's use of Nonqualified Product or failure to comply with minimum requirements), IGC reserve the right to charge time and materials for such extra services at IGC's then current published rates for customized technical support services.

3.2 Other Exclusions: IGC is not required to provide Support for any problems attributable to (i) Customer's failure to implement all updates to the IGC Software, (ii) any alterations of or additions to the IGC Software performed by parties other than IGC or parties not approved by IGC in writing, (iii) use of the IGC Software on any operating system or computing device other than the operating system or computing device for which such IGC Software was designed for and licensed for use on

### 4. YOUR RESPONSIBILITIES; ADDITIONAL TERMS RELATING TO SUPPORT SERVICES

4.1 Onsite Visits If Customer requests that IGC personnel come on site to provide Support or other services, Customer agrees to reimburse IGC on a time and materials basis for such assistance. IGC will notify Customer of such estimated fees and costs before they are incurred.

4.2 Assistance: Subject to IGC's compliance with Customer's security requirements, Customer agrees to (i) provide IGC with access to and use of information, personnel and facilities as reasonably necessary to render the Support described in this document, and (ii) reasonably perform any tests or procedures that IGC recommends for the purpose of identifying and/or resolving any problems.

4.3 Maintenance of Systems/Environment Customer needs to maintain any computer systems that have access to IGC Software in good working order and in compliance with any minimum system requirements set forth in the Documentation, to ensure that any problems relating to Customer's use of the IGC Software are not due to hardware, firewall, access or internet malfunction.

4.4 Protection of Data Customer needs to maintain procedures for reconstruction of any data used with the IGC Software in the event data is lost or damaged.

## ADDENDUM

Informative Graphics Corporation (“Contractor”) further agrees as follows:

### **I. Immigration Law Compliance.**

- A. Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A), which requires registration and participation with the E-Verify Program.
- B. Any breach of warranty under subsection (A) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- C. City of Glendale (“City”) retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this Agreement to ensure that Contractor or any subcontractor is compliant with the warranty under subsection (A) above.
- D. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section I.
- E. Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- F. Contractor’s warranty and obligations under this Section I to the City are continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- G. The “E-Verify Program” above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

**II. Conflicts.** This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

**III. Choice of Law.** Contractor acknowledges and agrees that this contract is governed by Arizona law, and that the forum for any dispute involving this contract is Maricopa County, Arizona.

**IV. Conflict with Terms and Conditions.** In the event of any conflict between the General Software Maintenance Terms and Conditions between Contractor and City, the provisions of this Addendum will govern.

[SIGNATURES ON NEXT PAGE]

  
Contractor

9/26/2013  
Date