

**CITY CLERK  
ORIGINAL**



Informative Graphics Corporation

4835 E. Cactus Road, Suite 445  
Scottsdale, AZ 85254  
USA

Voice: 602-971-6061  
Fax: 602-971-1714

**INVOICE**

Invoice Number: 41592  
Invoice Date: Jul 7, 2014  
Page: 1

Federal Tax No.: 86-0657337

Bill To:
City of Glendale ATTN: PA/ACCOUNT PAYABLE 6835 N. 57 DRIVE GLENDALE, AZ 85301-2599 USA

Ship to:
City of Glendale ATTN: PA/ACCOUNT PAYABLE 6835 N. 57 DRIVE GLENDALE, AZ 85301-2599 USA

Customer ID	Customer PO	Payment Terms	
GP031	DK070714	Net 30 Days	
Sales Rep ID	Maintenance Start Date	Maintenance End Date	Due Date
Daniel J. Wiese	7/8/2014	7/7/15	8/6/14

Quantity	Item	Description	Unit Price	Amount
10.00	2422-RDT-DFT	REDACT-IT DESKTOP VERSION UPGRADE FOR PIN# 364001-364010	118.00	1,180.00
10.00	2422-RDT-DFT-M	REDACT-IT DESKTOP MAINTENANCE CONTRACT	59.00	590.00

**USD Wiring Instructions:**  
Beneficiary: Informative Graphics Corporation  
Beneficiary Account #: 2508914329  
Receiving Bank: BBVA Compass  
Routing #: 122105744 ABA#: 062001186  
SWIFT Code: CPASUS44

Subtotal	1,770.00
Sales Tax	135.11
Total Invoice Amount	1,905.11
Payment/Credit Applied	
<b>TOTAL</b>	<b>USD 1,905.11</b>

**Foreign Currency Wiring Instructions:**  
Receiving Bank: BBVA NY  
SWIFT Code: BBVAUS33XXX  
Beneficiary Bank: BBVA Compass  
SWIFT Code: CPASUS44  
Acct # @ BBVA NY: 2296  
Beneficiary: Informative Graphics Corporation  
Beneficiary Account #: 2508914329

## **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 by email of any recent updates due to error corrections, maintenance or scheduled new releases within one month of the 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.

**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.

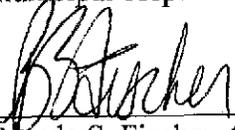
4.2 Assistance: Subject to IGC's compliance with Customer's security requirements, Customer agrees to: (i) provide IGC with access to and use of information, personnel and facilities as reasonably necessary to render the Support described in this document; and (ii) reasonably perform any tests or procedures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

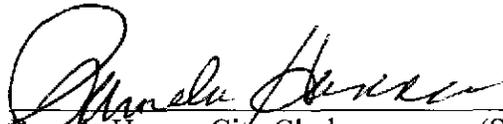
4.4 Protection of Data: Customer needs to maintain procedures for reconstruction of any data used with the IGC Software in the event data is lost or damaged.

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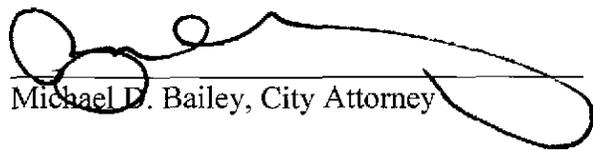
CITY OF GLENDALE, an Arizona  
municipal corporation

  
\_\_\_\_\_  
Brenda S. Fischer, City Manager

ATTEST:

  
\_\_\_\_\_  
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael D. Bailey, City Attorney