

IP Surveillance Support Agreement

THIS AGREEMENT is deemed effective January 1, 2017 by and between Hitachi Data Systems (HDS), with its principal place of business at 2845 Lafayette Street, Santa Clara, CA 95050, and City of Duluth (CUSTOMER) with its principal place of operation being 411 W. 1st Street, Duluth, MN 55802.

A. TERM:

- a) The term ("Maintenance Term") of this Agreement is from January 1, 2017 through the end of the day on December 31, 2017. Hitachi Data Systems will supply the services described in Section B below ("Services") to the CUSTOMER with respect to the products described in Section E below ("Products") and referenced in Schedule A.
- b) CUSTOMER is responsible for requesting any Maintenance Term extension. In the event that CUSTOMER does not request and pay for a Maintenance Term extension, HDS makes no guarantee that Services will be supplied.

B. INCLUDED SERVICES:

HDS shall perform the following services for CUSTOMER:

- a) Unlimited number of incidents including 4-hour response during normal business hours (M-F, 9AM – 5PM CST)
- b) Ability to use telephone, e-mail, chat and screen sharing technology for all support incidents including end- user support:
 - o Phone: 1-877-899-9334
 - o E-Mail videosupport@hds.com
- c) Free shipment and installation of all patches and maintenance releases.
- d) Documentation of all system changes and storage of system configuration files.
- e) Quarterly audits and up to 4 hours of training that can be used in any combination for any number of users.
- f) Annual Camera Cleaning.

- g) HDS will not charge for support for up to 30 days after project signoff.
- h) This Agreement covers labor associated with maintenance and replacement of parts. It does not cover the hardware cost associated with replacing damaged parts as a result of Acts of God.
- i) Pursuant to the terms of this Agreement, any service and labor charges not covered under the terms of this Agreement shall be charged by Hitachi Data Systems at the following rates: Mon-Fri \$150.00/hr; Sat, Sun & Holidays \$250/hr. Hours billed after normal working hours (9am-5pm CST) will be billed at 1.5 times the hourly rate. Travel expenses are additional and charged as 1-way travel time at normal hourly rates.

C. HITACHI DATA SYSTEMS (HDS) RESPONSIBILITIES:

- a) HDS will use commercially reasonable efforts to assist the CUSTOMER to resolve problems in its use of the IP Surveillance solution as described in this Agreement. HDS makes no guarantee that it can, or will, solve any problems with respect to the solution presented by the CUSTOMER, and further disclaims any warranties above and beyond any limited warranties expressly made by HDS in the statement of work terms and conditions.
- b) HDS will provide access on its web site and/or FTP site to all Maintenance Updates for software and firmware that is part of the solution to the CUSTOMER as soon as practical in the ordinary course of business after commercial release of the same.
- c) HDS will provide CUSTOMER with Maintenance Updates, which, in HDS' sole determination, correct application problems that are reasonably likely to prevent substantially full utilization of Product(s).
- d) HDS will offer Services for the then current release of Product(s). HDS will also offer Services for the release of Product(s) immediately preceding the then-current release for not less than twelve (12) months from the date of such release.

D. CUSTOMER RESPONSIBILITIES:

- a) CUSTOMER is responsible for (i) Head-end equipment (excluding replacement drives), (ii) operating systems, (iii) network setup, (iv) network maintenance and (v) setup and use of any file access control systems.
- b) CUSTOMER is responsible for providing secure remote broadband access to all servers that require support upon HDS's written request. Administrative rights and login will be provided to HDS allowing for support and monitoring of the CUSTOMER installation.
- c) CUSTOMER is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the IP-Surveillance software.
- d) CUSTOMER shall provide its personnel access to, and require its personnel to review, the IP-Surveillance software user guide before calls are made to HDS Telephone Support.
- e) After expiration, Customer may resume the Services by payment of the then current annual Maintenance and Support Fee;
- f) CUSTOMER shall immediately notify HDS of any Equipment malfunction requiring the services hereunder;
- g) CUSTOMER shall only use attachments and supplies which are compatible and suitable for use with the Equipment;
- h) CUSTOMER shall allow full access to the Equipment in order to allow HDS to provide service, and
- i) CUSTOMER shall have a company representative present while the Equipment is being serviced if required by CUSTOMER or upon Service Technician request.

E. PRODUCTS COVERED IN AGREEMENT:

- ONSSI OCULARIS 3.0
- FLUIDMESH
- UBIQUITY X E X A L T
- CAMERAS
- Server Hard Drives

F. ANNUAL MAINTENANCE FEE:

CUSTOMER will pay HDS **\$71,382.00** for the Services ("Maintenance and Support Fee"), which shall be paid within thirty (30) days of the date of invoice.

G. EQUIPMENT MAINTENANCE:

HDS agrees, during the Term, to keep the CUSTOMER's Equipment, as described on the attached Schedule A (hereinafter referred to as "Equipment"), in satisfactory operation and to make all repairs and adjustments to the Equipment, and to supply such parts as may be required which are incidental to the maintenance of the Equipment. Such maintenance shall be provided to the CUSTOMER at the Equipment's location.

H. MAINTENANCE RATES:

Maintenance Rates as set forth above shall be valid for the Term of this Agreement.

I. EXCLUSIONS FROM COVERED MAINTENANCE: The following labor and services shall be expressly excluded from the Maintenance provisions of this Agreement:

- a) Services required due to change or alterations in Equipment specifications not performed by HDS personnel;
- b) Services required due to supply items that do not meet HDS specifications or standards;
- c) Installation, moving, or removing of the Equipment, options, attachments or cables;

- d) Replacement of consumable items, supplies or accessories (such as ink cartridges, disks, paper, scanners lamps, pad assemblies, pick rollers, etc.);
- e) Replacement of parts, repair of damage or increase in Service Time to Equipment resulting from fire, lightning, flood, wind, accident, theft, abuse, neglect, misuse, natural disaster, or any causes other than ordinary use for which the Equipment was intended;
- f) Problems related to software (other than the internal Video Management software), whether such software is program files or data files on either tape, floppy disks, hard disks or any other kind of media,
- g) Electrical work external to the Equipment or maintenance of accessories, attachments or other devices not listed on the Schedule A,
- h) Service or repair due to failure of electrical power, air conditioning or humidity control in equipment not intended for outdoor use;
- i) Refinishing of Equipment, such as painting or applying a refinish to the product.
- j) Work requested by CUSTOMER for rearrangement, such as additional wiring, moving other equipment or cables, relocating Equipment or repairing a previously prepared site or station to make it operational; and
- k) Specific requests by CUSTOMER for maintenance which is in addition to Covered Maintenance requirements.

J. ADDITIONAL CHARGES TO CUSTOMER: In addition to the Annual Fee, the CUSTOMER shall be subject to the following charges:

- a) Labor and Service charges for Labor and Service performed which is outside the Covered Maintenance mentioned above;
- b) Parts not covered by the Covered Maintenance;
- c) All maintenance charges are exclusive of applicable federal, state or local taxes and CUSTOMER shall pay or reimburse HDS for any such taxes and HITACHI DATA SYSTEMS may add such taxes to the invoices submitted to

CUSTOMER;

- d) All Maintenance charges are subject to increase or decrease upon any change in specifications for Equipment or upon addition of features or attachments thereto.
- e) CUSTOMER shall pay HDS for all supplies and consumables utilized by CUSTOMER in the use of the Equipment or by HDS in the performance of the Covered Maintenance.

K. PAYMENT:

The CUSTOMER must pay to HDS **\$71,382.00** within 30 days from the date of the invoice presented to CUSTOMER pursuant to this Agreement. CUSTOMER's failure to deliver payment within this time period shall, at HDS's option, render this Agreement void. Future payments of invoices delivered to CUSTOMER under the terms of this Agreement, shall be due within 30 days from the date of the HDS invoice.

L. DISCLAIMER OF WARRANTY:

HDS makes no warranty of any kind, express or implied, including without limitation, any warranty of merchantability or fitness for a particular use or purpose with respect to the subject matter hereof, maintenance to be performed by HDS pursuant to the terms hereof, or parts to be supplied hereunder. Notwithstanding the above, HDS represents and warrants that (i) neither its software nor any update thereof will contain a virus or any kind of malware; and (ii) HDS has full title and ownership to the software provided by it under this Agreement.

M. INDEMNIFICATION:

HDS shall defend, indemnify, and hold CUSTOMER, its subsidiaries, and affiliates harmless from and against any and all losses, expenses, liens, claims, demands, and causes of action of every kind and character (including those of the parties hereto, their agents, and employees) for death, personal injury, property damage, or any other

liability damages, fines or penalties (except where reimbursement of fines and penalties is prohibited by applicable law) including costs, attorney's fees, and settlements, resulting from any negligent act or willful misconduct performed by HDS, its agents, servants, employees, invitees, arising out of or in connection with providing professional services to CUSTOMER.

N. NOTICES:

Any notice, request, instruction or other document pertaining to this Agreement shall be in writing and delivered via mail or email to the appropriate party.

O. MISCELLANEOUS:

CUSTOMER agrees not to relocate any Equipment to another address without HDS' express written approval, which approval shall not be unreasonably withheld. This Agreement constitutes the entire agreement between the parties hereto with respect to Maintenance of the Equipment set forth herein. The terms and provisions of this Agreement shall prevail over any conflicting, additional or other terms appearing on document submitted by CUSTOMER or by HDS at any time. Neither this Agreement nor any rights hereunder may be assigned or otherwise transferred by the CUSTOMER without express written approval from HDS. Neither this Agreement nor any rights hereunder may be assigned or otherwise transferred by HDS without express written approval from CUSTOMER.

P. DATA PRACTICES:

This Agreement is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (Data Practices Act). All government data, as defined in the Data Practices Act, which is created, collected, received, stored, used, maintained, or disseminated by HDS in performing any of the functions of the Customer during performance of this Agreement is subject to the requirements of the Data Practices Act and HSD shall comply with those requirements to the extent

required by law.

Q. NO WAIVER:

The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party will not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

R. INDEPENDENT CONTRACTOR STATUS:

HDS shall be in the relationship of independent contractor with CUSTOMER, and nothing herein shall be construed as creating, at any time, the relationship of employer and employee between the parties hereto, nor shall this Agreement be construed as creating any relationship whatsoever between CUSTOMER and HDS employees.

HDS has sole authority and responsibility to employ, discharge, and otherwise control its employees, and neither HDS, nor any of its employees are, or shall be deemed to be, employees of CUSTOMER.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth below.

CITY OF DULUTH-

HITACHI DATA SYSTEMS

By: _____
Mayor

By _____
Authorized Representative

Attest:

Date _____

By: _____
City Clerk

By _____
Authorized Representative

Date: _____

Date _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

SCHEDULE A (EQUIPMENT LIST)

Location	Product Description	Serial Number
CIHL machine room	DB-C0012ST10-02	11002P337X
CIHL machine room	CB-A0012ST10-06	11009P343M
CIHL machine room	CB-A0012ST10-06	11009P344V
CIHL machine room	CB-A0012ST10-06	11009P343H
CIHL machine room	CB-A0012ST10-06	11009P343G
Lakewood	CB-A0012ST10-06	11009P343T
CIHL machine room	C3750G	FOC1405Z7VH
CIHL machine room	C3750G	FOC1427Z3L4
Lakewood	C3750G	FOC1427Z3LM
Lakewood	FM-1100-HW	1100400058
Lakewood Pump House	FM-1100-HW	1100400055
Garfield Building	FM-1100-HW	1100400063
Light Pole Garfield	FM-3100	3100100027
Bayfront Park	FM-3100-HW	3100100017
Lift Bridge Upper North	FM-3100-HW	3100100019
Lift Bridge Upper NW	FM-1100-HW	00:07:af:fa:44:f0
Lift Bridge Upper NE	FM-1100-HW	5.155.167.189
Lift Bridge Upper NE	FM2200-Endo	2200EN1000390
Lift Bridge NW	FM2200-Endo	2200EN1000355
Lift Bridge Upper South	FM-1100-HW	5.61.133.198
Lift Bridge Lower South	FM-1100-HW	1100400057
Lift Bridge Lower South	FM-1100-HW	1100400056
Lift Bridge Lower North	SNC-CS50N	106214
Lift Bridge Office	dr-30-15	rb04322217
LB -1NE Sidewalk	Axis Q7406	00408cb042ab
LB -2 SE Sidewalk	Axis Q7406	00408cb042ac
LB -3 SW Sidewalk	Axis Q7406	00408cb042ad
LB -4 NW Sidewalk	Axis Q7406	00408cb042ae
LB -5 N Under Deck	Axis Q7406	00408cb042af
LB -6 S Under Deck	Axis Q7406	00408cb042b0
LB -7 NE Approach	Axis Q7406	00408cb03e07
LN -8 SE Approach	Axis Q7406	00408cb03e08
LB -9 SW Approach	Axis Q7406	00408cb03e09
LB 10 NW Approach	Axis Q7406	00408cb03e0A
Lift Bridge Office	Axis Q7406	00408cb03e0B
Lift Bridge Office	Axis Q7406	00408cb03e0C
Lift Bridge Office	7506GX2	455973
Lift Bridge Office	FM-3100-HW	3100100021

Lake Street	100047	100047
Lake Street	FM-3100-HW	3100100029
Lake Street	7506GX2	00:07:af:fa:5a:50
Lake Street	Bullet	00:15:6D:5E:A3:1B
Boardwalk 1	NA	100035
Boardwalk 1	FM-3100-HW	3100100022
Boardwalk 1	7506GX2	00:07:af:fa:44:e0
Boardwalk 1	Bullet	00:15:6D:5F:A5:04
Boardwalk 2 Polecam	SNC-RS46N	100134
Boardwalk 2 Remote	SNC-RS46N	100085
Boardwalk 2 Polecam	FM-3100-HW	3100100018
Boardwalk 2 Polecam	7506GX2	00:07:af:fa:4d:c0
Boardwalk 2 Polecam	Bullet	00:15:6D:5F:A5:04
City Hall	Bullet	DC:9F:DB:35:AC:E5
City Hall	FM-1100-HW	3100100016
City Hall	FM-1100-HW	3100100028
City Hall	NanoStation	00:15:6D:72:40:C9
City Hall	FM2200E-ENDO	2200EN1000398
City Hall	FM2200E-ENDO	2200EN1000391
City Hall	BW80	BGWVRB12110066-High
City Hall	BW80	BGWVRB12200032-High
MNDOT Tower	FM-3100-HW	N/A
MNDOT Tower	FM-3100-HW	N/A
MNDOT Tower ME	FM2200E-Endo	2200EN1000282
MNDOT Tower ME	BW80	BGWVRB12200033-Low
MNDOT Tower	ExtendAir	PE45103761
DECC (back)	SNC-RS86N	3000304
DECC (back)	FM2200E-Endo	2200EN1000300
DECC (back)	7506GX2	00.07.AF.F7.23.60
DECC (back)	Bullet	00:27:22:74:43:74
Skate Park	SNC-RS86N	3000306
Skate Park	FM2200E-Endo	2200EN1000354
Skate Park	7506GX2	00.07.AF.F7.1A.60
Skate Park	Bullet	00:27:22:74:42:E4
5th Ave W. and I35	SNC-RS86N	3000303
5th Ave W. and I35	SNC-RS86N	3000307
5th Ave W. and I35	FM2200E-Endo	2200EN1000385
5th Ave W. and I35	7506GX2	00.07.AF.F7.1A.A0
5th Ave W. and I35	Bullet	00:27:22:74:43:8F

1st Ave West. and 2nd St	SNC-RS86N	3000366
1st Ave West. and 2nd St	FM2200E-Endo	2200EN1000400
1st Ave West. and 2nd St	7506GX2	00.07.AF.F7.1A.30
1st Ave West. and 2nd St	Bullet	00:27:22:74:42:A0
1st Ave West. and 1st St	SNC-RS86N	3000363
1st Ave West. and 1st St	FM2200E-Endo	2200EN1000375
1st Ave West. and 1st St	7506GX2	00.07.AF.F7.22.A0
1st Ave West. and 1st St	Bullet	00:27:22:74:43:80
1st Ave East and 1st St	SNC-RS86N	3000364
1st Ave East and 1st St	FM2200E-Endo	2200EN1000352
1st Ave East and 1st St	7506GX2	00.07.AF.F7.23.A0
1st Ave East and 1st St	Bullet	00:27:22:74:43:C4
Boardwalk 3	SNC-RS86N	3000361
Boardwalk 3	FM2200E-Endo	2200EN1000376
Boardwalk 3	7506GX2	00.07.AF.F7.23.70
Boardwalk 3	Bullet	00:27:22:74:42:E2
Boardwalk 4	SNC-RS86N	3000365
Boardwalk 4	P3344	00408CB132B3
Boardwalk 4	FM2200E-Endo	2200EN1000292
Boardwalk 4	7506GX2	00.07.AF.F7.1B.10
Boardwalk 4	Bullet	00:27:22:74:43:CE
Lake Ave and 4th	SNC-RS86N	3000309
Lake Ave and 4th	FM2200E-Endo	2200EN1000399
Lake Ave and 4th	7506GX2	00.07.AF.F7.22.D0
Lake Ave and 4th	Bullet	00:27:22:74:43:3F
Boardwalk 5	SNC-RS86N	3000362
Boardwalk 5	FM2200E-Endo	2200EN1000351
Boardwalk 5	7506GX2	00.07.AF.F7.35.B0
Boardwalk 5	Bullet	00:27:22:74:43:15
21st Ave East and London Road	SNC-RS86N	3000359
21st Ave East and London Road	ExtendAir	PE45103744
21st Ave East and London Road	7506GX2	00.07.AF.F7.1A.D0
21st Ave East and London Road	Bullet	00:27:22:74:43:B6
2nd ave W and Superior St	SNC-RS86N	3000310
2nd ave W and Superior St	FM2200E-Endo	2200EN1000379
2nd ave W and Superior St	7506GX2	00.07.AF.F7.22.C0
2nd ave W and Superior St	Bullet	00:27:22:74:42:88
Lakewood	NanoStation	N/A

Lakewood	291 1U Encoder	N/A
Lakewood	Q7406	00408cb03E01
Lakewood	Q7406	00408cb03E02
Lakewood	Q7406	00408cb03E03
Lakewood	Q7406	00408cb03E04
Lakewood	Q7406	00408cb03E05
Lakewood	Q7406	00408cb03E06
Lakewood Pump House S	SNC-RS46N	100125
Lakewood Pump House N	SNC-RS46N	100129
Garfield Building East	SNC-RS46N	100112
Garfield Building North	SNC-RS46N	100036
Garfield Building	7506GX2	452325
Garfield Building	NanoStation	00:15:6D:73:42:AF
Light Pole Garfield	SNC-RS46N	100122
Light Pole Garfield	Bullet	00:15:6D:71:CD:D6
Light Pole Garfield	7506GX2	00:07:af:fa:4d:b0
Bayfront Park	NanoStation	00:15:6D:72:3E:30
Bayfront Park	7506GX2	00:07:af:fa:44:f0
Bayfront Park	SNC-RS46N	100044
Bayfront Water	SNC-RS46N	100051
Bayfront Mega	AV8185	00-1A-07-05C2-12
LB 16 Tower NW	SNC-RS46N	100138
LB 13 Tower NE	SNC-RS46N	100132
LB 14 Tower SE	SNC-RS46N	100100
Lift Bridge Upper NW	BW80	BGWVRB12110067-Low
LB 15 Tower SW	SNC-RS46N	100123
Lift Bridge Lower South	SNC-CS50N	106232
Server Room CCTV Rack	3750G	N/A
Server RM C025	SNC-DH120	S0101124925
West Stair Door	SNC-DH120	S013008643A
NW Ext Corner	SNC-CH260	S013008079D
Credit Union C002	SNC-DH120	S0130081233
North Vestibule Entrance	SNC-DH120	S0130091166
Garage Level Elev Lobby	SNC-DH120	S0130091403
West Garage	SNC-DH120	S0130091144
North West Garage Entrance	SNC-DH120	S0130091188
Court Yard	SNC-CH260	S0130091155
HW A103 South View	SNC-DH120	S0130091177
South Vestibule Entrance	SNC-DH120	S0130091133
South Ext Entrance	SNC-CH260	S0130091414

Waiting Area A102	SNC-DH120	S013009138A
Hall A110	SNC-DH120	S0130091379
West Ext Corner NE View	N/A	S013009139B
INTOX PTZ	N/A	S0130091425
Stair A	SNC-DH120	S0130053276
Corridor C107	SNC-DH120	S0130053423
East Ext Corner West View	SNC-CH260	S0130053298
East Ext Corner North View	SNC-CH260	S0130053399
Stair C D101	SNC-DH120	S0130053456
North East Garage Entrance	SNC-DH120	S0130053434
NE Ext Corner West View	SNC-CH260	S0130053478
NE Ext Corner South View	SNC-CH260	S0130053322
Impound Lot PTZ	Q6032-e	00:40:8C:DA:EE:4E
Impound Lot Fixed	P3344	00:40:8C:B1:32:B1
Impound Lot	Bullet	DC9FDB06C619
DPD Building	Bullet	DC9FDB06C6FF
Superior St and Garfield Ave	SNC-RS86N	3000157
Superior St and Garfield Ave	FM2200E-Endo	5.27.221.24
Superior St and Garfield Ave	7506GX2	00:07:AF:F5:28:40
Superior St and Garfield Ave	Bullet	DC9FDB34AAE7
2nd Ave E and 1st St	SNC-RS86	3000129
2nd Ave E and 1st St	FM2200E-Endo	N/A
2nd Ave E and 1st St	7506GX2	N/A
2nd Ave E and 1st St	Bullet	DC9FDB34ACE5
1st Ave E and Superior St	SNC-RS86	3001552
1st Ave E and Superior St	FM2200E-Endo	N/A
1st Ave E and Superior St	7506GX2	N/A
1st Ave E and Superior St	Bullet	DC9FDB34AB65
Phoenix	M5014	00408CDB8CC6
Camera Exchange	M5014	00408CDB8CC9
India Palace	M5014	00408CDB8CC4
Peterson - Anderson Bench	M5014	00408CDB8CC7
Northshore Bank	M5014	00408CDB8CC8
Maurices	M5014	00408CDB08AB

	M5014	00408CDB8CCA
Hunter Building	M5014	00408CE60163
One West Hall	M5014	00408CDB8CCC
One West Skywalk	2520 8 port	CN320DP0GJ
300 Block W Superior St	2520 8 port	CN320DP0FL
Northshore Bank	2520 8 port	CN320DP010
Hunter Building	2520 8 port	CN320DP0B3
9 West Bldg	2520 8 port	CN320DP05F
Compudyne	2520 8 port	CN320DP0C7
	2520 8 port	CN320DP0B0