



Montgomery County

Software & Services Agreement

Table of Contents

Purchase Agreement

License Agreement

Support Agreement

Exhibit 1 – Existing Interfaces – Technical Product Description

Texas StateLink

Brazos Interface

911 CAD Interface

Exhibit 2 – Custom Integration – Scope of Work

Foray Evidence Interface

CryWolf Interface

Mobile TCIC Submission Forms

Exhibit 3 – Hardware specs

Exhibit 4 – Escrow for Source Code

Exhibit 5 – Certificate of Insurance COI

Exhibit 6 – White Box data conversion SOW and Contract



Purchase Agreement

Purchase Agreement

Montgomery County

Price Est. Date:	June 6, 2014	Estimate Number:	MC0303PA
Expiration Date:	June 16, 2014	Prepared By:	Todd Jorgensen

Spillman Advantages

- Spillman's site license eliminates the frustrations of limited licensing and allows for agency growth by providing access to all desktop modules without individual license fees.
- Each Spillman system includes first-year maintenance, a comprehensive warranty, unlimited standard business hour support, and free enhancements.
- Professional services include onsite administration training and setup assistance as well as thorough end user training (all onsite services include travel and per diem).

Contract Price

Software:	2,078,642.87
Data Conversion:	229,876.00
Professional Services:	325,214.00
Taxes:	Tax Exempt
Total:	2,633,732.87

MC Responsible For

Hardware:	178,640.92
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(This price is for reference only)

Optional Price

Performance Bond	144,855.31
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(5.5% of Contract):

Purchase Agreement

Montgomery County

Price Est. Date: April 23, 2014 Estimate Number: MC0303PA
Expiration Date: May 30, 2014 Prepared By: Todd Jorgensen

Integrated Hub	Licensing	Software
Integrated Hub - Names, Vehicles, Property, Wanted Persons <ul style="list-style-type: none"> Stores all system information, which can be accessed from one central repository. (Master name, vehicle and property) Active Directory supported for user authentication on the Linux platform 	Site License	280,396.97
Sentryx GIS (Geobase) - Address Verification <ul style="list-style-type: none"> Interfaces directly with the Esri ArcGIS server Optimizes agency responses by providing accurate and verified geographic information 	Site License	Included
Visual Involvements® (Link Analysis) <ul style="list-style-type: none"> Links an unlimited number of related items and records across the system Enables users to view relationships graphically between data elements from multiple records 	Site License	Included
Reporting <ul style="list-style-type: none"> Includes more than 2,000 preformatted reports that support the tracking and maintenance of critical information Creates ad hoc reports in third party systems such as Microsoft Excel and Crystal Reports based on ODBC compliance 	Site License	Included
File Attachments <ul style="list-style-type: none"> Accommodates an unlimited variety of file types, including images, sound clips, videos, etc. Incorporates media files directly into the records housed in the system 	Site License	Included
Warrants <ul style="list-style-type: none"> Generates a detailed history of all attempts to serve warrants Tracks each warrant through its lifecycle, including the initial receipt, completion of service, and its return to court 	Site License	Included
Case Management <ul style="list-style-type: none"> Tracks detailed status information for cases from beginning to end Leverages Involvements® to link information on all persons, property, and vehicles associated with a case 	Site License	Included
Message Center <ul style="list-style-type: none"> Supports sending and receiving of agency-wide email and instant messaging Displays scrolling BOLOs and other alerts along the bottom of the screen 	Site License	Included
View-only Workstations <ul style="list-style-type: none"> Grant unlimited view-only licenses to outside departments at no additional cost System administrators may restrict security privileges to determine which tables can be accessed 	Site License	Included
Hub Total:		\$280,396.97

Purchase Agreement

Montgomery County

Price Est. Date:	April 23, 2014	Estimate Number:	MC0303PA
Expiration Date:	May 30, 2014	Prepared By:	Todd Jorgensen

Records Management	Licensing	Software
Civil <ul style="list-style-type: none"> Track the receipt, service, and return of service for all types of civil processes managed by law enforcement. Enables personnel to print service worksheets, returns, and statements of process from a civil process record. 	Site License	25,670.00
StateLink <ul style="list-style-type: none"> Access information about wanted persons, warrants, stolen vehicles, missing persons, criminal histories, vehicle registrations, driver license information, and other critical data with a single query into state, national, and other external databases. See exhibit #1 for Technical Product Description. 	Site License	130,679.42
Law Records <ul style="list-style-type: none"> Consolidates all law incident records into one database and provides easy-to-generate management reports Tracks complaints, victims, offenders, suspects, witnesses, evidence, vandalism, arson, vehicles, or stolen property 	Site License	156,927.74
Pin Mapping <ul style="list-style-type: none"> Plots jurisdictional crime data gathered in the system on a geographic pin map Allows access to any piece of data, record, or a combination of fields from any point on the map Provides investigators with accurate and timely data to analyze incidents and crime trends 	Site License	30,830.00
Traffic <ul style="list-style-type: none"> Monitor and improve traffic conditions with instant access to detailed accident information. Link an accident or citation record to any related vehicle or name record using the Involvements™ feature. 	Site License	30,830.00
CompStat Dashboard <ul style="list-style-type: none"> Identifies crime trends and allows users to determine how to best utilize agency resources Calculates statistics and presents information in an easy-to-analyze format without having to run multiple reports Compare statistics over user-defined periods of time and user defined geographic areas 	Site License	53,707.50
Imaging <ul style="list-style-type: none"> Provides live mug shot capture functionality, which allows users to control camera features remotely Includes eye-level and face-width guidelines to ensure all mug shots are uniform 	Site License	51,374.00

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Expiration Date: May 30, 2014 Prepared By: Todd Jorgensen

Equipment <ul style="list-style-type: none"> Tracks the condition, location, history, and upkeep department equipment Calculates operating costs and equipment value; tracks warranty, manufacturer, and vendor information 	Site License	28,663.76
License & Permits <ul style="list-style-type: none"> Stores certifications, including animal and bicycle licenses, as well as weapon and fire permits Tracks information such as expiration dates, fees, payments, and adjustments Allows users to print permits, receipts, mailing labels, and reports 	Site License	25,670.00
Vehicle Impound <ul style="list-style-type: none"> Maintains accurate, detailed records of all vehicles that are impounded, released from impound, or sold Records information for vehicle, owner, driver, impound circumstances, and sale of the vehicle 	Site License	15,394.00
Pawned Property <ul style="list-style-type: none"> Receive electronic submissions of pawned items from local pawn shops to simplify data entry. Access detailed information about pawned items for stolen property investigations. 	Site License	18,212.00
Community Dashboard <ul style="list-style-type: none"> Provide the public with access to information about incidents and offenses in your community. Enable the public to compare crime statistics over pre-defined periods and view incidents by day, hour, or location. 	Site License	30,000.00
Insight <ul style="list-style-type: none"> Multi-system, multi-jurisdictional data sharing Allows users to run real-time queries of local agency records on the databases of participating agencies for names, associated images, vehicles, property information, and other records 	Site License	30,830.00
Records Total:		\$628,788.42

Mobile	Licensing	Software
Driver's License Scanning Interface <ul style="list-style-type: none"> Save time by having the correct report fields automatically populated with scanned data Automatically conduct local, state, or national database searches whenever a license is scanned 	Site License	15,394.00
Mobile Server Software <ul style="list-style-type: none"> Required for mobile application 	Site License	22,425.00

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Mobile Records <ul style="list-style-type: none"> Provides access to system data from the field without officers leaving the vehicle or requiring dispatcher assistance Allows users to search names, vehicles, incidents, property, wanted persons, & more than 20 other types of records 	Site License	230,081.64
Mobile Voiceless CAD <ul style="list-style-type: none"> Ability for the officer to receive critical call information in real time using the laptop computer Update your call and unit status directly from your laptop, saving valuable time and eliminating the need to notify dispatch via radio 	Site License	Included
Mobile Mapping/AVL <ul style="list-style-type: none"> Allows personnel in the field to access critical call information and a map from a single screen. Addresses, cross streets, hazards, alerts and call comments can be accesses One can view the location of the unit as soon as the vehicle is started and the transmitter begins sending pulses Allows dispatcher to easily see the real-time locations of all AVL-equipped units on the CAD map 	Site License	Included
Mobile State & National Queries <ul style="list-style-type: none"> Allows users to search databases for name, vehicle, property, guns, and wanted person records and images Perform state and federal searches simultaneously with one query 	Site License	Included
Mobile Law Forms to Include CRASH Forms <ul style="list-style-type: none"> Enables officers to quickly complete forms directly from the patrol vehicle Stores form information in the Spillman RMS solution, which can be electronically routed for approval 	Site License	183,724.68
Spillman Touch <ul style="list-style-type: none"> Provides access dispatch information, and receive call assignments using a mobile device Searches for name, vehicle, property, and incident records from a mobile device 	Site License	51,374.00
Mobile Total: \$502,999.32		

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Computer-Aided Dispatch		Software
CAD <ul style="list-style-type: none"> Enables dispatch centers to access mission-critical information and effectively manage calls Customize elements in the CAD status screen, resize display window, column settings, toolbar buttons, CAD functions keys and color display options Navigate the system either by command line or drag & drop Integrated Records data – instantly share information among all Spillman modules, simplifying data entry and eliminating duplicate records Keep apprised of all current call and unit activity with real-time status updates Automatically track radio logs to and from your dispatch center 	Site License	161,387.55
CAD Mapping/AVL <ul style="list-style-type: none"> Displays visual information about an area, including street names, major building, landmarks, police districts on a map Configure the CAD Mapping software to meet your needs. With Spillman's Geobase and mapping feature, your CAD calls automatically appear on your jurisdictional map Dispatch a unit to a call directly from your agency's map by dragging the unit symbol over the call symbol or vice versa 	Site License	87,528.58
Quickest Route <ul style="list-style-type: none"> Provides the officer the quickest route on a map to the incident address based upon time of day, school zones, one way streets etc. 	Site License	36,646.00
HipLink Paging <ul style="list-style-type: none"> Allows dispatcher to wirelessly relay crucial call information to a wide range of electronic devices Quickly communicate phone numbers, alphanumeric messages, call details and incident updates to public safety personnel in real time 	750 devices	75,243.00
Premises/Hazmat <ul style="list-style-type: none"> Enables agencies to record extensive data on residential, commercial or public lots within a jurisdiction Store information about populated premises that are near a potentially hazardous business or premises, such as chemical plant or a toxic waste plant With Spillman's GIS software and CAD Module, the system verifies addresses as you enter the data. As an address is entered the software indicates whether a premises information record exists 	Site License	60,071.49
Mobile TCIC Submission forms (see Exhibit #2 for SOW) <ul style="list-style-type: none"> Provides the ability for the officer in the field to enter TCIC submission data onto a form for dispatcher to process. 	Site License	Included

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Computer-Aided Dispatch Continued...

Mobile for Additional Agencies <ul style="list-style-type: none"> Records Voiceless CAD Mapping/AVL State & National Queries 	Site License for remaining county public safety agencies	100,913.00
Computer-Aided Dispatch Total: \$521,789.62		

Interfaces - See Exhibit #2 for Scope of Work (SOW) for custom interfaces.		Software
Brazos Interface		39,236.00
Foray Evidence Interface		43,750.00
911 Interface		31,682.54
CryWolf Interface		30,000
Interfaces Total: \$144,668.54		

Data Conversion		Price
<ul style="list-style-type: none"> Full Able Term Data Conversion into Spillman Insight Query to EAI and McDonald Douglas ALEIR and CAD data per SOW 		229,876.00
See Exhibit #6 for Data Conversion SOW		
Data Conversion Total: \$229,876.00		

Hardware/3rd Party Products		Price
Hardware Details of the hardware quote provided by the Montgomery County are found in Exhibit #3. Spillman's hardware and installation team have reviewed the hardware details and deem it sufficient and robust. The hardware listed will run the Spillman application and software effectively. We believe the proposed hardware to be optimal for this type of installation. Recommended hardware for Jail mug shots is also referenced in Exhibit #3.		Provided by Montgomery County
Hardware/3rd Party Total: Provided by MC		

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Professional Services

Project Manager

- Builds Agency Installation And Training Schedule
- Handles Logistics Of Project Implementation
- PMP Certified

Installation

- On-Site Installation Of Software
- Test And Perform Initial Configuration
- Installation And Testing Of System Interfaces

Project Manager/Training

- Montgomery Project Team Training
- Change Management Plan Developed
- Process Analysis Conducted
- Data Migration And Server Installation

Training

- 35 Weeks Of On-Site Training
- End User Training For All Montgomery So Personnel For Applicable Modules
- Lesson Manuals Provided
- Web-Based Training For On-Going Training
- Support Documentation Provided – Detailed Manuals For On-Going Reference

Go-Live

- Spillman Personnel On-Site For Go-Live (2-3 Weeks)
- 2 Weeks Of Refresher Training 4-6 Months After Go-live

On-Going Support

- 1 Week Of On-Site Training Every Year
- Call Center, Help Desk And Tech Support
- Account Management

Professional Services Total:	\$325,214.00
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The following maintenance table is for your planning purposes and is not included in this purchase. The second year maintenance will begin 12 months after go-live.

2nd-year Maintenance	Price
2nd-year Maintenance:	\$225,465.00
Standard coverage hours are included in this contract are between Monday and Friday 8am and 6pm Central Standard Time. After hours support is billed at \$247.50 per hour and \$330.00 per hour for Sunday & Holidays.	

Payment Terms	Date	Amount
Payment Upon Contract Signing	May 2014	639,995.71
Payment Upon Software Installation	October 2014	639,995.72
Payment Upon Training	April 2015	639,995.72
Payment Upon Go-live	November 2015	639,995.72
Payment Upon Delivery of CryWolf Interface	Delivery	30,000.00
Payment Upon Delivery of Foray Interface	Delivery	43,750.00
Payment Terms Total:		\$2,633,732.87

Optional Pre-Paid Maintenance Plan

Spillman will extend a Pre-Paid Maintenance Plan and will give Montgomery County until November 30, 2014 to execute this option. This offering is that each year Montgomery County chooses to pre-pay a year of maintenance, Spillman will offer a 15% discount from the original maintenance price of \$225,465.00. The discounted price will be \$191,646.00 for the 2nd year for a savings of \$33,819.00. This price of \$191,646.00 will be held for as many years that Montgomery County chooses to pre-pay up to a 5 year agreement. This pre-paid amount will be due upon Go-live that is anticipated to be November 2015.

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Montgomery County

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Expiration Date:	May 30, 2014	Prepared By:	Todd Jorgensen

This Purchase Agreement ("Agreement") is made and entered into by and between the Customer and Spillman Technologies, Inc. ("Spillman"), 4625 Lake Park Blvd, Salt Lake City, UT 84120.

I have read this agreement in its entirety and hereby approve and accept the terms and conditions of this Agreement as contained herein.

Montgomery County

Customer Name

Authorized Signature

Date

Print Name and Title



License Agreement

Appendix D to DIR Contract No. DIR-SDD-1623

SPILLMAN®

COMPUTER SOFTWARE END-USER LICENSE AGREEMENT

10/09/2007

Table of Contents

Section 1: License	1
Section 2: Scope of Rights	1
Section 3: Fees and Payments	2
Section 4: Support	2
Section 5: Licensee Responsibilities	2
Section 7: License to Utilities; Restrictions on Usage	3
Section 8: Limited Warranty and Limitation of Liability; Indemnification	3
Section 9: Term of Agreement; Termination	4
Section 10: Miscellaneous	4
Section 11: Signatures	5

This Computer Software End-User License Agreement

("Agreement") is made and entered into effective as of the date

this Agreement is signed by both parties below, and is by and

between:

Spillman Technologies, Inc. ("Spillman")
4625 West Lake Park Blvd.
Salt Lake City, Utah 84120

and

Montgomery County Sheriff's Office ("Licensee")
#1 Criminal Justice Drive
Conroe, TX 77301

Licensee desires to license from Spillman certain software owned by Spillman, as set forth in the Sales Quote/Purchase Agreement(s) ("Purchase Agreement") executed by the parties in connection with this Agreement, and Spillman desires to grant such a license to Licensee, pursuant to the terms and conditions of DIR Contract No. DIR-SDD-1623 and this Agreement

In consideration of the mutual agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1: License

- 1.1 SPILLMAN'S LICENSED PROGRAM IS COPYRIGHTED BY SPILLMAN AND/OR ITS LICENSORS AND IS LICENSED (NOT SOLD). SPILLMAN DOES NOT SELL OR TRANSFER TITLE TO THE LICENSED PROGRAM TO LICENSEE. THE LICENSE OF THE LICENSED PROGRAM WILL NOT COMMENCE UNTIL LICENSEE HAS EXECUTED THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF SPILLMAN HAS RECEIVED, APPROVED, AND EXECUTED A COPY OF IT AS EXECUTED BY LICENSEE.
- 1.2 In consideration of the payment of the license fees set forth in the Purchase Agreement(s) pertaining hereto, Spillman grants Licensee a nonexclusive, non-transferable license to use the package of computer program(s) and data, in machine-readable form only, and related materials, including documentation and listings, identified in the Purchase Agreement (the "Licensed Program"), subject to the terms of DIR Contract No. DIR-SDD-1623 and this Agreement (including the restrictions with respect to Utilities set forth in Section 7)

Section 2: Scope of Rights

- 2.1 Licensee may install and use the Licensed Program only in Licensee's own facility. Licensee shall give Spillman written notice if the location of Licensee's facility changes.
- 2.2 Licensee may use and execute the Licensed Program only for purposes of serving the internal needs of Licensee's business, except as specifically set forth in this Agreement.
- 2.3 Licensee may make one copy of the Licensed Program in machine-readable, object code form, for nonproductive backup purposes only, provided that Spillman's proprietary notices are included.
- 2.4 Licensee may reproduce (photocopy) Licensed Program documentation according to Licensee's needs for the authorized use of the Licensed Program. To the extent consistent with the Texas Public Information Act, Licensee may not distribute any original or reproduced copy for use outside of the Licensee's place of business and must not reveal it or any other Spillman documentation, or the Licensed Program itself, to competitors of Spillman or to any

other third party unless they have a need to know such information for the proper purposes of this Agreement.

- 2.5 If Licensee and a third party entity (the “Shared Agency”) desire to enter into an arrangement whereby Licensee will act as a “Host Agency” and permit the Shared Agency to access the Licensed Program through Licensee, the Shared Agency and Spillman will execute an Addendum Agreement for such arrangement and attach it to this Agreement as Attachment A. Spillman will bill Licensee directly for the applicable license fees, and Licensee agrees to be responsible for timely payment of such invoices. Licensee shall require the Shared Agency to comply with the terms of this Agreement and shall notify Spillman and cooperate as reasonably requested by Spillman in the event of any non-compliance.

Section 3: Fees and Payments

The license fee for the Licensed Program is specified in Appendix C to DIR Contract DIR-SDD-1623. Invoicing and payments will be in accordance with Sections 7.B. and 7.C of Appendix A to DIR Contract No. DIR-SDD-1623

Section 4: Support

Spillman shall support the Licensed Program in the manner specified in the “Computer Software End-User Support Agreement” between the parties (the “Support Agreement”). Licensee is required to maintain the Support Agreement in force as a condition to the license of the Licensed Program under this Agreement.

Section 5: Licensee Responsibilities

- 5.1 Licensee is responsible for selecting a Spillman Application Administrator who is qualified to operate the Licensed Program on Licensee’s own equipment and is familiar with the information, calculations, and reports that serve as input and output of the Licensed Program. Spillman reserves the right to refuse assistance or to charge additional fees if the Spillman Application Administrator seeks assistance with respect to such basic background information or any other matters not directly relating to the operation of the Licensed Program.
- 5.2 Other components (hardware and/or software) may be required for the use of the Licensed Program. Spillman assumes no responsibility under this Agreement for obtaining and/or supporting such components except as expressly agreed in writing.
- 5.3 Licensee is responsible for ensuring a proper environment and proper utilities for the computer system on which the Licensed Program will operate.
- 5.4 Except as expressly agreed in writing, Spillman assumes no responsibility under this Agreement for converting Licensee’s data files for use with the Licensed Program.

Section 6: Proprietary Protection and Restrictions

- 6.1 Spillman shall have sole and exclusive ownership of all rights, title, and interest in and to the Licensed Program and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights and other intellectual property rights pertaining thereto), subject only to

the rights and privileges expressly granted to Licensee herein by Spillman. The Licensed Program may also include software separately licensed to Spillman from third party licensors. Such third party software is sublicensed to Licensee and protected pursuant to the terms of this Agreement, and may be used only in conjunction with Spillman’s Licensed Program. This Agreement does not provide Licensee with title or ownership of the Licensed Program or any component thereof, but only a limited license. Spillman and its licensors specifically reserve all rights not expressly granted to Licensee in this Agreement. Licensee must keep the Licensed Program free and clear of all claims, liens, and encumbrances.

- 6.2 To the extent authorized by the Texas Public Information Act, Licensee may not allow any other agency, entity, or individual to use or have access to the Licensed Program in any manner other than inquire-only unless expressly authorized by Spillman. Except as specifically authorized by Spillman, queries may be conducted solely for Licensee’s internal business purposes, and Licensee may not query the Licensed Program, or permit any third party to query the Licensed Program, for a third party’s business purposes.
- 6.3 Licensee may not use, copy, modify, rent, share or distribute the Licensed Program (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized in writing by Spillman. Licensee may not translate, modify, reverse assemble, reverse compile, or otherwise reverse engineer the Licensed Program.
- 6.4 To the extent authorized by the Texas Public Information Act, Licensee may not utilize or permit a third party to access or utilize any part of the Licensed Program (including the Utilities) in any manner that competes, directly or indirectly, with any product or service provided by Spillman. This includes, without limitation, using the Licensed Program (or its Utilities) to develop any software, interfaces or other products that compete with Spillman’s products or services, or using interfaces or other products connecting to the database of the Licensed Program in connection with a third party’s competing product.
- 6.5 No service bureau work, multiple-user license, or time-sharing arrangement is permitted, except as expressly authorized in writing by Spillman. Licensee may not install the Licensed Program in any other computer system or use it at any other location without Spillman’s express authorization obtained in advance (which will not be unreasonably withheld).
- 6.6 To the extent authorized by the Texas Public Information Act, Licensee shall keep confidential all non-public information provided to Licensee by Spillman (“Confidential Information”), including the Licensed Program, future product plans, price lists, financial and business information, trade secrets, etc. To the extent authorized by the Texas Public Information Act, Licensee shall not use Confidential Information for any purpose other than the authorized purposes of this Agreement. To the extent authorized by the Texas Public Information Act, Licensee may disclose Confidential Information only to its employees who need to know such information, and who are bound to keep such information confidential. Licensee shall give Spillman’s Confidential Information at least the same level of protection as it gives its own confidential information of similar nature, but not less than a reasonable level of protection.

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- 6.7 Licensee hereby authorizes Spillman to enter Licensee's premises in order to inspect the Licensed Program in any reasonable manner during regular business hours, with or without prior notice, to verify Licensee's compliance with the terms of this Agreement.
- 6.8 Licensee acknowledges that, in the event of Licensee's breach of any of the foregoing provisions, Spillman will not have an adequate remedy in money or damages. To the extent authorized by Texas Law and Constitution, Spillman shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction within the state courts of Montgomery County, Texas immediately upon request, without the necessity of posting bond, in addition to any other remedies that may be available at law or in equity.

Section 7: License to Utilities; Restrictions on Usage

- 7.1 Spillman provides certain software utilities and tools (collectively, the "Utilities") as part of the Licensed Program. Such Utilities include Spillman's XML Query, ODBC implementation code, ctpertl, dbdump, and dbload as well as any other software utilities provided by Spillman in connection with the Licensed Program. Spillman may add, modify or remove Utilities from the Licensed Program during the term of this Agreement. The Utilities contain material that is proprietary to Spillman and/or its licensors, and may be used only as permitted by this Agreement.
- 7.2 Licensee is permitted to use the Utilities for read-only operations in connection with the authorized use of the Licensed Program, but may not allow third parties to use the Utilities unless an authorized official of Spillman consents in writing. Licensee is NOT permitted to utilize the Utilities or any other software tools to write to Spillman's database in any manner, due to the potential for data corruption and system slowdown or damage. Licensee also may not permit any third party to write to Spillman's database in any manner.
- 7.3 Spillman is NOT responsible for any breach of warranty, damages to the Licensed Program or its database, data corruption, support issues, security issues or performance issues arising out of Licensee's or a third party's use of the Utilities or any other software not specifically licensed in this Agreement (including any third party querying or writing to the database).

Section 8: Limited Warranty and Limitation of Liability; Indemnification

- 8.1 Spillman warrants, for Licensee's benefit alone, that the Licensed Program conforms in all material respects to the specifications for the current version of the Licensed Program as described in Spillman's Licensed Product Specification as of the date this Agreement is signed, and for a period thereafter of Twelve (12) from Go-Live for Sentryx.

This warranty is expressly conditioned on Licensee's observance of the operation, security, and data-control procedures set forth in the User's Manual included with the Licensed Program.

- 8.2 Spillman is not responsible for obsolescence of the Licensed Program that may result from changes in Licensee's requirements. The warranty in Section 8.1 shall apply only

to the most current version of the Licensed Program issued by Spillman from time to time. Issuance of updates does not result in a renewal or extension of the warranty period. Spillman assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Licensed Program. Spillman is not responsible for any problems or errors with the Licensed Program or Licensee's system resulting from use of the ctpertl or dbload Utilities in any manner other than read-only. Licensee expressly acknowledges that any use of the "write" or "update" features of these Utilities may damage Licensee's database or cause other problems with its system.

- 8.3 As Licensee's exclusive remedy for any material defect in the Licensed Program for which Spillman is responsible, Spillman shall use reasonable efforts to correct or cure any reproducible defect by issuing corrected instructions, a restriction, or a bypass. In the event Spillman does not correct or cure such nonconformity or defect after Spillman has had a reasonable opportunity to do so, Licensee's exclusive remedy shall be the refund of the amount paid as the license fee for the defective or non-conforming module of the Licensed Program. Spillman shall not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the Licensed Program if Licensee has made any changes whatsoever to the Licensed Program, if the Licensed Program has been misused or damaged in any respect, or if Licensee has not reported to Spillman the existence and nature of such nonconformity or defect promptly upon discover thereof.
- 8.4 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SPILLMAN AND ITS LICENSORS DISCLAIM ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE LICENSED PROGRAM, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, TITLE, NON-INFRINGEMENT, AND ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.
- 8.5 Limitation of Liability shall be in accordance with Section 9. K of DIR Contract No. DIR-SDD-1623.
- 8.6 IN NO EVENT SHALL SPILLMAN AND ITS LICENSORS BE LIABLE FOR ANY LOSS OF PROFITS; ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST LICENSEE BY THIRD PARTIES, EVEN IF SPILLMAN OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. This limitation upon damages and claims is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.
- 8.7 Infringement Indemnity shall be in accordance with Section 9.A.2. of Appendix A of DIR Contract No. DIR-SDD-1623. . If a court or other legal authority finds that any part of the Licensed Program infringes a third party's intellectual property rights, or if Spillman believes that it infringes, Spillman will use reasonable efforts to obtain a license under the rights that have been infringed, to modify the Licensed Program so it is no longer infringing, or to provide to Licensee substitute software that is non-infringing; provided that if in Spillman's judgment such options are not commercially reasonable, Spillman may terminate the license for the Licensed Program or the infringing portion thereof upon written notice to Licensee. Spillman will have no

liability for infringement arising out of modification of the Licensed Program by any party other than Spillman, use of an outdated version of the Licensed Program, or the combination or use of the Licensed Program with any other software, hardware, equipment, product or process not furnished by Spillman, if use of the Licensed Program alone and in its current, unmodified form would not have been an infringement. Spillman is not liable for any infringement claims based upon third party software or hardware. .

Section 9: Term of Agreement; Termination

- 9.1 Licensee's license of the Licensed Program shall become effective upon the execution of this Agreement and shall continue perpetually unless otherwise terminated in accordance with Section 10.B of Appendix A of DIR Contract DIR-SDD-1623. This Agreement shall automatically terminate upon termination of the Support Agreement for any reason, including Licensee's failure to pay the required support fees.
- 9.2 Licensee may terminate this Agreement at any time upon written notice to Spillman, subject to any outstanding obligations and financial commitments of Licensee under the Purchase Agreement (e.g., Licensee's obligation to pay license fees is not rescinded by such termination).
- 9.3 Spillman may terminate this Agreement for Cause pursuant to Section 10. B. 4) of Appendix A to DIR Contract No. DIR-SDD-1623.
- 9.4 Upon termination of this Agreement, all rights granted to Licensee will terminate and revert to Spillman and/or its licensors. Promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of Licensee's possession or use of the Licensed Program, Licensee must return or destroy, as requested by Spillman, all copies of the Licensed Program in Licensee's possession (whether modified or unmodified), and all other Confidential Information and other materials pertaining to the Licensed Program (including all copies thereof). Licensee agrees to certify Licensee's compliance with such restriction upon Spillman's request. The terms of Sections 6, 7.3, 8.4, 8.5, 8.6, 8.7, 9.4, and 10 shall survive termination or expiration of this Agreement.

Section 10: Miscellaneous

- 10.1 DIR Contract No. DIR-SDD-1623, this Agreement, the Purchase Agreement and the Support Agreement (if applicable), together with their attachments, if any, constitute the complete agreement between the parties with respect to the Licensed Program and other subject matter hereof. No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of each party. In the event of any conflict between DIR Contract No. DIR-SDD-1623 and this Agreement, the DIR Contract will control.
- 10.2 Assignments shall be in accordance with Section 4.D. of Appendix A of DIR Contract No. DIR-SDD-1623.
- 10.3 This Agreement will be governed by the laws of the state of Texas. The parties hereby submit to the exclusive jurisdiction and venue of Montgomery County, TX state courts with respect to any action between the parties relating to this Agreement. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

10.4 Any waiver by either party of a default or obligation under this Agreement will be effective only if in writing. Such a waiver does not constitute a waiver of any subsequent breach or default. No failure to exercise any right or power under this Agreement or to insist on strict compliance by the other party will constitute a waiver of the right in the future to exercise such right or power or to insist on strict compliance.

10.5 Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, or sent by commercial overnight delivery service with provisions for a receipt.

10.6 If any term of this Agreement is held to be invalid or void by any court or tribunal of competent jurisdiction, it shall be modified by such court or tribunal to the minimum extent necessary to make it valid and enforceable. If it cannot be so modified, it shall be severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.

10.7 In the event export of the Licensed Program is expressly permitted by Spillman, Licensee may only export the Licensed Program (including any related materials) as authorized by U.S. law and any other applicable jurisdiction. In particular, the Licensed Program may not be exported into any country where such export is prohibited by law, regulation or governmental order.

SPILLMAN DESIRES THAT LICENSEE BE CONFIDENT THAT THE LICENSED PROGRAM WILL SUIT LICENSEE'S NEEDS. ALTHOUGH LICENSEE MUST MAKE THAT DETERMINATION, SPILLMAN IS PREPARED TO FULLY DISCUSS THE LICENSED PROGRAM WITH LICENSEE AND ANSWER QUESTIONS. BY EXECUTING THIS AGREEMENT, LICENSEE ACKNOWLEDGES THAT IT HAS BEEN GIVEN AN ADEQUATE OPPORTUNITY TO INVESTIGATE LICENSEE'S COMPUTER AND SOFTWARE NEEDS AND THAT BASED ON ITS EXAMINATION OF THE LICENSED PROGRAM, LICENSEE FINDS THE LICENSED PROGRAM TO BE SATISFACTORY.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

Title: _____

Date: _____

Section 11: Signatures

Accepted and Approved:

Licensee: _____

By: _____

Print Name: _____

Spillman Technologies, Inc.

By: _____

Print Name: _____

Title: _____

Date: _____



Support Agreement

Appendix E to DIR Contract No. DIR-SDD-1623

SPILLMAN®

COMPUTER SOFTWARE END-USER

SUPPORT AGREEMENT

11/1/2007

License Agreement (the "License Agreement") under which Customer obtained a non-exclusive, nontransferable license to use certain computer software in object code form and related user documentation (the "Licensed Program", as further defined below) on certain terms and conditions;

Table of Contents

Section 1: Definitions.....	1
Section 2: Eligibility For Support.....	2
Section 3: Scope of Services.....	2
Section 4: Services Not Covered by this Agreement.....	2
Section 5: Obligations of Customer	3
Section 7: Fees and Charges	4
Section 8: Proprietary Rights.....	4
Section 10: Termination.....	5
Section 11: Miscellaneous.....	5
Section 12: Signatures	5

WHEREAS, Spillman desires to offer Customer certain services with respect to the Licensed Program on the terms and conditions set forth herein:

NOW THEREFORE, in consideration of these recitals and the mutual obligations herein, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1: Definitions

For the purposes of this Agreement, the following definitions shall apply to the respective capitalized terms:

- 1.1 **Coverage Hours.** The hours between 8:00 AM and 6:00 PM, Central Standard time, on the days Monday through Friday, excluding regularly scheduled holidays of Spillman
- 1.2 **Enhancement.** Any modification or addition that, when made or added to the Licensed Program, changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Spillman may designate Enhancements as minor or major, depending on Spillman's assessment of their value and of the function added to the preexisting Licensed Program.
- 1.3 **Error.** Any failure of the Licensed Program to conform in all material respects to its functional specifications as published from time to time by Spillman, subject to the exceptions set forth in Section 4.
- 1.4 **Error Correction.** Either a software modification or addition that, when made or added to the Licensed Program, establishes material conformity of the Licensed Program to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Customer of such nonconformity. Error Correction services are subject to the exceptions set forth in Section 4.
- 1.5 **Licensed Program.** One or more of the computer software components and/or software interfaces

This Support Agreement ("Agreement") is made and entered into by and between:

Spillman Technologies, Inc. ("Spillman")
4625 West Lake Park Blvd.
Salt Lake City, Utah 84120

and

Montgomery County Sheriff's Office ("Customer")
#1 Criminal Justice Drive
Conroe, TX 77301

SPILLMAN'S SUPPORT OF THE LICENSED PROGRAM
WILL NOT COMMENCE UNTIL AN AUTHORIZED
REPRESENTATIVE OF CUSTOMER HAS EXECUTED THIS
AGREEMENT AND AN AUTHORIZED REPRESENTATIVE
OF SPILLMAN HAS RECEIVED, APPROVED, AND
EXECUTED A COPY OF IT AS EXECUTED BY CUSTOMER.

WHEREAS, Spillman and Customer entered into that certain DIR Contract No. DIR-SDD-1623 and Computer Software End-User

developed by Spillman, as identified in one or more Sales Quote/Purchase Agreements between the parties (the "Purchase Agreement"), and which is licensed to Customer pursuant to the License Agreement. The Licensed Program specifically excludes computer software not developed by Spillman, but that might be used in conjunction with the Spillman software; such as, word processors, spreadsheets, terminal emulators, etc. The Licensed Program includes certain "Utilities", as that term is defined in Section 7.1 of the License Agreement.

- 1.6 **Releases.** New versions of the Licensed Program, including all Error Corrections and Enhancements.
- 1.7 **Response Time.** Within six (6) Coverage Hours, from the time Customer first notifies Spillman of an Error until Spillman initiates work toward development of an Error Correction.
- 1.8 **Spillman Application Administrator.** An agent of Customer who has been certified on the Licensed Program by Spillman, pursuant to the procedures set forth in Section 6, and is able to communicate effectively with Spillman support personnel in the description and resolution of problems associated with the Licensed Program.
- 1.9 **Term.** An initial period of twelve (12) months after go-live. Thereafter, the Term may be extended upon 30 day advance written notice and Customer agreement for successive periods of one year each, unless and until terminated pursuant to Section 10 B of Appendix A of DIR Contract No. DIR-SDD-1623.. In no event, however, shall the Term extend beyond the term of the License Agreement.

Section 2: Eligibility For Support

- 2.1 Spillman's obligation to provide Services with respect to the Licensed Program may be terminated pursuant to Section 10.1 or suspended, at Spillman's discretion, if at any time during the term of this Agreement any of the following requirements are not met:
 - 2.1.1 Customer must have a valid License Agreement for the Licensed Program in effect at all times;
 - 2.1.2 The Licensed Program must be operated on a hardware platform approved by Spillman; and
 - 2.1.3 Customer must be current and in compliance with the payment schedule as agreed in the Purchase Agreement.
- 2.2 Spillman may require Customer to appoint a new Spillman Application Administrator if Spillman determines that the acting Spillman Application Administrator does not have the training or experience necessary to communicate effectively with Spillman support personnel.

Section 3: Scope of Services

During the Agreement Term, Spillman shall render the following services in support of the Licensed Program, during Coverage Hours:

- 3.1 Spillman shall maintain a Support Services Control Center capable of receiving from the Spillman Application Administer, by telephone, reports of any software irregularities, and requests for assistance in use of the Licensed Program.
- 3.2 Spillman shall maintain a trained staff capable of rendering support services set forth in this Agreement.
- 3.3 Spillman shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Spillman in accordance with Spillman's standard reporting procedures. Spillman shall, after verifying that such an Error is present, initiate work in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Spillman shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and Spillman shall include the Error Correction in all subsequent Releases of the Licensed Program. Spillman supports two (2) versions back from the most recent release version. However, Spillman shall not be responsible for correcting Errors in any version of the Licensed Program other than the most recent release.
- 3.4 Spillman may, from time to time, issue new Releases of the Licensed Program to its customers generally, containing Error Corrections, minor Enhancements, and, in certain instances, if Spillman so elects, major Enhancements. Spillman reserves the right to require additional license fees for major Enhancements. Spillman shall provide Customer with one copy of each new Release, without additional charge. Spillman shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in Spillman's current Fee Schedule.
- 3.5 Spillman shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Licensed Program (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to in writing by Spillman and Customer.

Section 4: Services Not Covered by this Agreement

The services identified in this section are specifically **NOT** covered by this Agreement. Spillman strongly recommends that Customer secure a separate support agreement with third party vendors for all non-Spillman products. Spillman may, in its discretion, provide such services to Customer upon request, for an additional fee as the parties may agree in writing.

- 4.1 Support for any third party products including hardware, or support for hardware failure due to the use of any third party vendor products.
- 4.2 Any network failures or problems including, but not limited to, cabling, communication lines, routers, connectors, and network software.

-
- 4.3 Restoration and/or recovery of data files and/or the operating system.
 - 4.4 Any breach of warranty, damages to the Licensed Program or its database, data corruption, or support issues, security issues, or performance issues arising out of Licensee's or a third party's use of the Utilities or any other software not specifically licensed by Spillman to Licensee for use in connection with the Licensed Program. Any assistance provided by Spillman in resolving such problems shall be charged to Customer on a time and materials basis. Additionally, any unauthorized use of the Utilities or other software in connection with the Licensed Program by Licensee (or by a third party with Licensee's knowledge) may result, at Spillman's sole option, in avoidance of warranties, an increase in the annual maintenance and support fees under this Agreement, and/or loss of rights to upgrades under this Agreement. Customer acknowledges and agrees that it is not licensed to utilize the "write" or "update" features of the Utilities, as such use may damage the database or cause other problems with the operation of the Licensed Program.
 - 4.5 Support for Licensed Program problems caused by Customer misuse, alteration or damage to the Licensed Program or Customer's combining or merging the Licensed Program with any hardware or software not supplied by or identified as compatible by Spillman, customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), or third party software or hardware malfunction.
 - 4.6 Supporting, configuring, maintaining, or upgrading the operating system, including, but not limited to, backups, restores, fixes, and patches.
 - 4.7 Assistance with problems caused by operating system installation, configuration, errors, maintenance or repair, or using incorrect versions of the operating system.
 - 4.8 On-site service visits to Customer's facility.
 - 4.9 Printers connected to the back of terminals/personal computers (commonly called pass-through printing) or network printers are not supported by Spillman.

Section 5: Obligations of Customer

- 5.1 Customers using the Spillman product must maintain and provide, at no cost to Spillman, access to a dedicated voice grade local telephone line, broadband internet connectivity for VPN connection purposes and a Cisco 1811 integrated services router and data set connected directly to customer's network, with full access to the server (24 hours per day, 7 days per week) that is used with the Licensed Program.
- 5.2 Customers must provide and maintain, at no cost to Spillman, a modem and data set connected directly to the server (the modem cannot be connected to a network) 24 hours per day, 7 days per week, used with the Licensed Program being maintained by Spillman hereunder and provide access to a dedicated voice grade local telephone.

- 5.3 A representative of Customer's IT department must be present when any on-site support is provided. Customer agrees that if such representative is not present when the Spillman representative arrives on site, the Spillman representative shall notify an appropriate representative of Customer, if feasible, that there is no Customer IT representative present. If Customer's IT representative does not arrive within a reasonable time, no work will be performed and Customer will be charged for all expenses incurred and relating to the visit.
- 5.4 All communications between Customer and Spillman must be in the English language.
- 5.5 Customer is responsible for providing one or more qualified Spillman Application Administrators as described in Section 6. At least one Spillman Application Administrator must be available at all times (however, after-hours availability is required only when and if Customer is requesting after-hours support from Spillman).
- 5.6 Customer is responsible for providing all network and server security.
- 5.7 Customer must provide Spillman with information sufficient for Spillman to duplicate the circumstances under which an Error in the Licensed Program became apparent.

Section 6: Spillman Application Administrator Requirements

- 6.1 The designated Spillman Application Administrator must be certified by Spillman within one year of the agency's go-live date of the Licensed Program. The designated administrator must meet the following requirements in order to certify at the basic level:
 - 6.1.1 Attend and participate in, and successfully pass the final written and practical examinations from the following courses within one hundred twenty (120) days of installation of the Licensed Program:
 - i. System Introduction – Inquiry,
 - ii. System Introduction – Data Entry & Modification,
 - iii. Unix Fundamentals Training (AIX, or HP-UX),
 - iv. Basic System Administration, and
 - v. Spillman training applicable for the Spillman applications used by Customer.
 - 6.1.2 Pass the Basic SAA exam within one year after the agency's go-live date.
- 6.2 Customer will be responsible for the costs of such training, including any course fees, travel and lodging expenses, subject to the limits on reimbursement in compliance with the State of Texas Travel Regulations.
- 6.3 Contact information for the Spillman Application Administrators must be recorded in Appendix A of this Agreement. Appendix A must be signed by an authorized representative of Customer. Changes to the information recorded in Appendix A will require that a

new Appendix A be completed, signed and filed with Spillman.

- 6.4 Requests for support services received by anyone other than a Spillman Application Administrator as identified in the current Appendix A on file with Spillman, will be refused.
- 6.5 Each designated Spillman Application Administrator must be qualified to address, or have other support resources to address, without the aid of Spillman, all problems relating to hardware, software or operating system not directly associated with the Licensed Program.

Section 7: Fees and Charges

- 7.1 Pricing shall be in accordance with Section 4B of DIR Contract No. DIR-SDD-1623. Customer shall pay Spillman the Support Fee, as set forth in the Purchase Agreement, and any other charges or fees described herein. Spillman reserves the right to change its Support Fee, effective upon no less than 90 days prior written notice to Customer. Second-year level support fees, as referenced in the Purchase Agreement between Spillman and Customer, are charged beginning 12 months after go-live. Additionally, adjustments to Support Fees may result from changes in (1) software prices, (2) number of software modules used, (3) an increase in Customer's size (as further described in Section 7.6), (4) computer hardware, (5) Coverage Hours selected by Customer, or (6) violation of the restrictions set forth in Section 4.4 of this Agreement.
- 7.2 Spillman shall invoice Customer for annual Support Fees at the beginning of each contract year. In the event that additional billable work is performed, all billable charges and expenses will be invoiced to Customer at the beginning of the month following the month in which they accrued or were incurred. Payment shall be in accordance with Section 7C of Appendix A, DIR Contract No. DIR-SDD-1623.
- 7.3 Customer shall be responsible for and agrees to pay the fees and charges incurred for procuring, installing, and maintaining all equipment, telephone lines, modems, communications interfaces, networks and other products necessary to operate the Licensed Software.
- 7.4 Customer agrees to pay additional charges according to the Spillman Fee Schedule for all work required by Customer and performed outside of Coverage Hours. These charges are applicable for any work performed outside of the Coverage Hours, REGARDLESS OF THE CAUSE, even if the requested work was reported and/or initiated during normal Coverage Hours.
- 7.5 Should Customer request onsite support services, Customer shall reimburse Spillman for all labor and travel incurred by Spillman in providing such support services. Travel reimbursement shall be in accordance with Section 4G of DIR Contract No. DIR-SDD-1623.
- 7.6 Additional Support Fees are also due if there is a significant increase in Customer's size with respect to use of the Licensed Program. An increase in size may

arise either out of Customer's internal growth or out of a Host Agency/Shared Agency arrangement as described in Section 2.5 and Attachment A of the License Agreement. Relevant factors include number of employees, number of dispatchers and/or number of jail beds. Payment of such additional Support Fees shall be in accordance with Section 7C of Appendix A, DIR Contract No. DIR-SDD-1623. Such fees will be prorated, based upon when during the contract year the increase in Customer's size occurred.

Section 8: Proprietary Rights

- 8.1 All Releases and any other Spillman software or materials provided by Spillman to Customer hereunder shall be deemed part of the Licensed Program and are licensed to Customer pursuant to the terms and conditions of the License Agreement.
- 8.2 The Licensed Program and all Releases thereto are and shall remain the sole property of Spillman, regardless of whether Customer, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid Spillman for the use of the work product. Customer agrees, from time to time, to take such further action and execute any further instrument, including documents of assignment or acknowledgment, as may be reasonably requested by Spillman in order to establish and perfect its exclusive ownership rights. Customer shall not assert any right, title, or interest in such works, except for the non-exclusive right of use granted to Customer at the time of its delivery or on-site development. Customer agrees to provide Spillman with copies of such works upon request.

Section 9: Disclaimer of Warranty & Limitation of Liability

- 9.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SPILLMAN DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE LICENSED PROGRAM, RELEASES, AND THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.
- 9.2 Limitation of Liability shall be in accordance with Section 9K of Appendix A, DIR Contract No. DIR-SDD-1623.
- 9.3 No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by either party more than four (4) years after such cause of action occurred. However, action for nonpayment may be brought within two (2) years the date of the last payment was received by Spillman, so long as authorized by Texas Law and Constitution.

Section 10: Termination

- 10.1 This Agreement shall automatically terminate immediately upon termination of the License Agreement for any reason.
- 10.2 Termination will be in accordance with Section 10.B. of Appendix A to DIR Contract No. DIR-SDD-1623. The License Agreement shall automatically terminate at the same time as termination of this Agreement, and Customer shall promptly return to Spillman the Licensed Program and all related documentation and materials, including all Releases, work and materials provided by Spillman hereunder.

Section 11: Miscellaneous

- 11.1 Spillman and Customer acknowledge that they have read this Agreement in its entirety and understand and agree to be bound by its terms and provisions. Spillman and Customer further agree that DIR Contract No. DIR-SDD-1623 and this Agreement are the complete and exclusive statements of agreement of the parties with respect to the subject matter hereof. In the event of a conflict, DIR Contract No. DIR-SDD-1623 controls. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.
- 11.2 In the event that any term or provision of this Agreement is held invalid, illegal, or unenforceable, it shall be severed and the remaining terms and provisions shall be enforced to the maximum extent permitted by applicable law.
- 11.3 Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party, except to a successor of all or substantially all of its business and assets.
- 11.4 The waiver by either party of any term or provision of this Agreement shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right that such party may hold under this Agreement.

11.5 This Agreement will be governed by the laws of the state of Texas. The parties hereby submit to the exclusive jurisdiction and venue of Travis County, Texas state courts with respect to any action between the parties relating to this Agreement. In any such action, the prevailing party shall be entitled to an award of its reasonable costs and attorneys' fees from the other party. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

11.6 Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, or sent by commercial overnight delivery service with provisions for a receipt.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

Section 12: Signatures

Accepted and Approved:

Customer

By: _____

Print Name: _____

Title: _____

Date: _____

Spillman Technologies, Inc.

By: _____

Print Name: _____

Title: _____

Date: _____



Texas Statelink Interface

Technical Product Description

StateLink Version: 1.0
Executable: texaspi.jar (Jar)
Protocol: TCP/IP
Operating System: Linux, IBM, Windows
Delivery Package: No delivery package available at this time.
Displays Images in Returns: Yes
Voice: Yes
Highlight: Yes
Form Population: Yes

The Texas PI allows you to send transactions from the Spillman software and from Mobile.

Texas transactions available from Mobile

State queries available from Mobile	
<ul style="list-style-type: none">Boat Registration queries (not supported by the state)	<ul style="list-style-type: none">Stolen Boat queries
<ul style="list-style-type: none">Driver's License queries	<ul style="list-style-type: none">Stolen Vehicle queries
<ul style="list-style-type: none">Gun queries	<ul style="list-style-type: none">Vehicle Registration queries
<ul style="list-style-type: none">Stolen Article queries	<ul style="list-style-type: none">Wanted Person queries

Local queries available from Mobile	
<ul style="list-style-type: none">Boat queries	<ul style="list-style-type: none">Property queries
<ul style="list-style-type: none">Name queries	<ul style="list-style-type: none">Vehicle queries

Texas transactions available from the Spillman software

Transaction type	Screen command line access	Screen name	Message key(s) sent
Administrative	AM	Administrative Message	AM
	FREE	Free Form	FREE
	YQ	Confirmation Hit Request All agencies involved must determine to the fullest extent possible that the person/property inquired upon is identical to the person/property in the TCIC/NCIC record.	YQ
	YR	Confirmation Hit Reply All agencies involved must determine to the fullest extent possible that the person/property inquired upon is identical to the person/property in the TCIC/NCIC record.	YR
	<p>The Administrative Message Form lets you send a free form point-to-point message that concerns law enforcement and criminal justice matters. Administrative messages may be directed to a single destination or to multiple destinations. Messages are divided into two categories, <i>FORMAL</i> and <i>INFORMAL</i>.</p> <p>The agency sending the message does not receive an indication that the message was delivered. Administrative messages can be sent to NLETS and TLETS.</p>		

Texas transactions available from the Spillman software (continued)

Transaction type	Screen command line access	Screen name	Message key(s) sent
Boats	CB	Clear Stolen Boat	CB
	EB	Enter Stolen Boat	EB
	LB	Locate Stolen Boat Provides up to 5 out-of-state boat registration inquiries via NLETS to a state POE.	LB
	MB	Modify Stolen Boat	MB
	QB	Query Stolen Boat	QB, QB-T, ZB, ZB-T
	XB	Cancel Stolen Boat	XB
Criminal History	QH	Criminal History/Identification Inquiry	QH
	QHC	Criminal History/Identification Inquiry	QH, QH-T
	QR	NCIC Interstate Identification Index Record Request	QR
	RAP	TCIC RAP Sheet NCIC III	QR, QR=T
Driver's License	DL	Texas Driver License Inquiry Inquiry may be made by either DL number or Name and DOB, but not both.	DL
	DQ	Driver License Inquiry	DL
	DQCAD	NLETS/TEXAS Driver License Inquiry from CAD	DQCAD
	DQL	Driver License Inquiry	DL, DQ
	DWN	Driver License/Wanted Person Inquiry	CPL, QW
	KQ	Driver's History	KQ
Gun	CG	Clear Stolen Gun	CG
	EG	Enter Stolen Gun	EG
	LG	Locate Stolen Gun	LG
	MG	Modify Stolen Gun	
	QG	Query Stolen Gun	QG
	XG	Cancel Stolen Gun	XG
Missing Persons	CM	Clear Missing Person	CM
	EM	Enter Missing Person	EM
	LM	Locate Missing Person	LM
	MM	Modify Missing Person	MM
	QM	Query Missing Person	QM
	XM	Cancel Missing Person	XM

Texas transactions available from the Spillman software (continued)

Transaction type	Screen command line access	Screen name	Message key(s) sent
Securities	CS	Clear Stolen Security	CS
	ES	Enter Stolen Security	ES
	LS	Locate Stolen Security	LS
	MS	Modify Stolen Security	MS
	QS	Query Stolen Security	QS
	XS	Cancel Stolen Security	XS
Stolen Articles	CA	Clear Stolen Article	CA
	EA	Enter Stolen Article	EA
	LA	Locate Stolen Article	LA
	MA	Modify Stolen Article	MA
	QA	Query Stolen Article	QA
	XA	Cancel Stolen Article	XA
Stolen Vehicles	CV	Clear Stolen Vehicle	CV
	EV	Enter Stolen Vehicle	EV-A, EV-F, EV-P
	LV	Locate Stolen Vehicle	LV
	LQ	Stolen Vehicle Recovery Network Notification (custom)	LQ
	MV	Modify Stolen Vehicle	MV
	QV	Query Stolen Vehicle	QV
	XV	Cancel Stolen Vehicle	XV
Vehicle Registration	REG	MVD Registration Inquiry	REG
	RQCAD	CAD Vehicle Registration Inquiry	QV, REG, STK
	RQL	NLETS/TEXAS Vehicle Registration Inquiry	REG, RQ
	RQSL	NLETS Vehicle Registration/Stolen Inquiry	RQSL
	RSL	Texas Registration/Stolen by License	QV, REG, STK
Warrants	CW	Clear Wanted Person	CW
	EW	Enter Wanted Person	EW
	LW	Locate Wanted Person	LW
	MW	Modify Wanted Person	MW
	QW	TCIC/NCIC Wanted Person Inquiry	QW
	XW	Cancel Wanted Person TCIC/NCIC	XW

Description

The Brazos XML Interface transfers information from the Brazos Crash and Citation forms to the Spillman Accidents and Citations software.

Each time a user creates a Crash or a Citation record in the Brazos software, the interface creates the following in the Spillman software:

- A new Traffic Citation and/or an Accident record
- A new Name record if an existing Name record could not be matched. If a new Name record is created it will be linked to the Accident or Citation record. If an existing Name record is matched, a link will be created between the new Traffic Citation or Accident record and the existing Name record.
- A new Vehicle record if an existing Vehicle record could not be matched. If a new Vehicle record is created it will be linked to the Accident or Citation record. If an existing Vehicle record is matched, a link will be created between the new Traffic Citation or Accident record and the existing Vehicle record.

Requirements

General

The agencies must be using Brazos software that has a Spillman XML Export File. Spillman cannot import a standard Brazos export file.

Hardware

There are no special or additional hardware requirements to use the Brazos XML Interface.

Software

- The customer must purchase the Brazos XML Interface.
- Refer to the following table for state-specific versioning and software requirements for installation:

State	Spillman Version	Export Available	Interface Required
Arizona	4.6	Citation	XML Citations
Nevada	6.x	Citation & Crash	XML Citations & Accidents
Texas	6.x	Citation & Crash	XML Citations & Accidents
Florida	6.x	Citation & Crash	XML Citations & Accidents

Documentation

PMDs – Available for the Support and Installation technicians. Two PMDs, Spillman TraCS Interface PMD and Citation Interface PMD, are available.. Use the software requirement table to locate which PMD to reference.

Training

No training is required. The interface runs automatically.

User Information

To create Spillman records, the interface transfers data from Brazos data fields to the equivalent Spillman data fields. If fields in the Brazos software are not mapped to the Spillman software, the information in the Brazos fields is added to the **Comments** field in the Spillman record. Where necessary, the interface reformats data contained in the Brazos fields to meet requirements in the Spillman tables.

Creating records from citation and accident data

When the interface transfers citation or accident data from the Brazos software, it searches the Citation Number field or the Accident Number field in their respective tables. Most Brazos interfaces at Spillman customer sites do not send a Spillman citation number or accident number. Therefore, it is rare that a citation or accident number will be found, resulting in the creation of a new Citation or Accident record in Spillman. However, in the rare case the export file contains the Spillman Citation or Accident number, and a match is found, it updates the existing Citation or Accident record with the information from the Brazos record. It then searches the Spillman Name and Vehicle records for matching data.

Caution - Inserting data into the Spillman database from a third party carries a load of data integrity risk the customer must understand and accept. A perfect interface would send database key IDs so that matching is perfect. Since Brazos does not send Spillman key IDs, Spillman has created matching rules to reduce the risk of overwriting valid records. The matching rules, as presently constituted, error on the side of creating duplicate records rather than overwriting valid records. Therefore the matching rules are strict and as a result the SAA will have some duplicate records to deal with. It is advised to consider additional Name Merge utility work when the interface becomes operational.

Names

The interface will compare the following sets of data in the given order until a match is found. If a match is found using rule 1, then it does not continue to match for the remaining rules. If a match is found using rule 3, which is the most common matching rule, likewise the matching will not continue to rule 4 and so on. If a match is never found a new Name record will result.

The rules:

1. **Spillman Name Number** - This is not given by Brazos and is therefore never found. The logic moves on to rule number 2.
2. **Social Security Number & First Name** - The social security number is rarely given because of disclosure laws. However, if a SSN is in the record, a first

name is also checked before updating to ensure that the records are most likely the same.

3. **Driver License Number and Driver License State** –This is the most common name matching rule. The majority of citations issued are generally given to defendants who have a valid Driver's License. Because this is a state ID, it is generally unique. Coupled with the state, this is a very safe match before updating a record.
4. **Last Name, First Name, and Date of Birth** – This matching rule is very difficult to match on and extremely rare. If a name has made it this far without finding a match it will likely get a new Name record.

Vehicles

The interface will compare the following sets of data in the given order until a match is found. If a match is found using rule 1, then it does not continue to match for the remaining rules. Likewise if a match is found using rule 2. If a match is never found a new Vehicle record will result.

The rules:

1. **Spillman Vehicle Number** - This is not given by Brazos and is therefore never found. The logic moves on to rule number 2.
2. **VIN Number**
3. **License Plate Number and State**

If the software finds a match, the data from Brazos is updated into the matching records: Names, Vehicles, Citations and Accidents. If the match is not found, then new records will be added.

The interface then links the Citation or Accident record to the Name and Vehicle record. If a Spillman field is blank, the interface enters the data from the corresponding Brazos field into the blank Spillman field. If a Spillman field contains data, the data from the corresponding Brazos field will override the existing data in the Spillman field.

If any of the previously listed fields do not match between the Citation and Name record, the system searches for that person's nmhistory record. If their nmhistory record does not exist, a new nmhistory record is created. The original value from the Names table is copied to the nmhistory table, and the current value from the citation is placed in the Names table. Data in Brazos fields that does not correspond to any field in the Spillman software is added to the Comments field of the Spillman record.

If the software finds more than one matching vehicle or name, it enters the first matching record it finds into the Citation record. The software assumes that any other vehicles or names are duplicates connected with an involvement for additional ownership information.

SAA Information

Spillman 4.6 Setup

Before you can use the Brazos Interface, you must:

- Have a separate server to run the Brazos software.
- Install the Brazos software.
- On the Spillman server, set up a crontab entry in UNIX that runs the data transfer scripts. Spillman Technologies recommends that you set up a crontab entry that runs the data transfer scripts on a regular basis, such as once a day, depending on your agency's needs.
- Set up a directory in which the interface can deposit the Brazos citations data.

The Spillman Installation department sets up:

- The XMLD server for the Brazos Interface.

Spillman 6.x Setup

- Install and configure Brazos software with the support of Brazos.
- Spillman will install the web service called CitationInterface and configure the web service for picking up Brazos export files.

Maintenance Information

Spillman 6.x

After the interface transfers the data from the Brazos software to the Spillman software, perform the following tasks:

- Validate the data transferred to the Spillman tables, and add any additional information that is necessary.
- Review the Audit Page of the interface frequently to manage possible duplicates and name merge issues. To get to the Audit Page, go to your Application Manager and select the CitationInterface service. You will now be on the AuditLog page. From this page you will be able to view the activity of the interface by agency, officer, date range, errors, warnings, duplicate issues, etc. See Figure 1.

Figure 1 – Audit Log

sds

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Range	CASE NO.	SPILLMAN ID	TYPE	DATETIME ▲	OFFICER	AGENCY
» Past 2 Weeks (2) Past 30 Days (2) Past 60 Days (2)	NJND120232	Citation #386	LocalELCI	2012-05-11 11:36:28.906	K. MOORE	GREELEY POLICE DEPARTMENT
Agency(s) GREELEY » POLICE DEPARTMENT (2)	NJND120232	Citation #385	LocalELCI	2012-05-11 11:34:13.750	K. MOORE	GREELEY POLICE DEPARTMENT
Officer(s) <input checked="" type="checkbox"/> K. MOORE (2) Select All Clear All						
Issues <input checked="" type="checkbox"/> Duplicates (1) <input checked="" type="checkbox"/> Errors (0) <input checked="" type="checkbox"/> Warnings (2) <input checked="" type="checkbox"/> No Issues (0)						

Spillman 4.6

After the interface transfers the data from the Brazos software to the Spillman software, perform the following tasks:

- Validate the data transferred to the Spillman tables, and add any additional information that is necessary.
- Review the log file. The log file provides information on the status of the data transfer. If you find any errors, contact Spillman Customer Support for help with correcting them.
You can set up the software to send an email message notifying users when errors occur. Use the MAILADM environment variable to determine who is notified about errors.
- Delete or back up the log file after making corrections. If you do not delete or back up the log file, it becomes increasingly large.

The Spillman Installation department performs the initial setup and installation of the Brazos Interface. However, you might need to start and stop the interface for maintenance and troubleshooting. Use dstart and dstop or the Daemon Manager screens (sydaemon and sydgmg) to start and stop the interface. On occasion you might also need to set up the interface on the Spillman xml.

Setting the MAILADM environment variable

The MAILADM environment variable determines who receives email notification of errors that occur when information is transferred from the Brazos Interface to the Spillman software. When setting the MAILADM environment variable, use commas to separate the email addresses.

Setting up the interface on the Spillman xmld server

Use the following syntax when setting up the Brazos Interface on the Spillman xmld server:

xmld [-d] [-r] -f *log file* -S *TraCS XSL file* [-S *TraCS XSL file*]

where:

- -d turns debug on (optional)
- -r disables logging of received data (optional)
- -f *log file* specifies the name of the directory to which messages are logged
- -S *TraCS XSL file* specifies the file (or files) in which the TraCS XSL file is stored

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E9-1-1 IP Interface CAD

Technical Product Description

Description

The Spillman E9-1-1 IP Interface receives Automatic Name Identification/Automatic Location Identification (ANI/ALI) information, as well as latitude and longitude coordinates (LAT/LON), from a Spillman-approved E9-1-1 controller and incorporates this data into an active CAD call record in Spillman.

Requirements

General

- The Spillman software must be loaded on a Spillman-approved hardware platform as outlined in current Spillman policies.
- Spillman technicians must have access to the server where the Spillman software is loaded.
- Installation is completed partially on site and partially over remote connection.
- The agency must provide E9-1-1 protocol documentation and ALI text format information.
- The agency must provide ANI/ALI IP network port information, including:
 - ANI/ALI equipment IP Address
 - CAD IP port number
 - Whether the ANI/ALI equipment will serve as an IP host or client
- The agency must provide a static IP address and computer name for each Spillman 9-1-1 dispatch station.
- The agency must provide the ANI/ALI station number for each Spillman 9-1-1 dispatch station.

Hardware

- ANI/ALI equipment that is installed and functional
- An IP network connection from the Spillman server to the ANI/ALI equipment

Software

- Spillman CAD module, version 4.6 or greater

Documentation

User documentation is included in the Spillman CAD User's Guide. Administrator documentation is located in the Spillman SAA Application Setup and Maintenance Manual.

Training

User training is part of standard call-taking and dispatch training for new agencies. Administrator training is part of the administrator training for CAD.

User Information

The E9-1-1 Interface enables a CAD dispatcher to populate new CAD calls with information from a recently answered E9-1-1 call. The caller's name, phone number, and location can be automatically populated in the CAD call. The **How Received** field can also be automatically populated with a code indicating the call came via 9-1-1.

Dispatchers may update the call location in the CAD call from an ANI/ALI re-bid by clicking the Lookup button in the **Address** field.

Depending on the call class of service, location information from the E9-1-1 Interface may either be a civic address or LAT/LON coordinates.

The interface can be configured to place a copy of all ANI/ALI information in the CAD call comments and to update the occurred between initial time to contain the time the call was answered.

SAA Information

The SAA is responsible for the following items:

- Adding the How Received code transferred by the E9-1-1 Interface to the How Received code table (tbhowrc)
- Setting up the following E9-1-1 application parameters in Spillman according to the needs of the agency:
 - auto911 – Automatically checks for E9-1-1 information when a new CAD call is added
 - cdce911 – Determines if the ANI/ALI information is placed in the E9-1-1 comments area or in the CAD call comments
 - e911time – Determines the number of seconds before the ANI/ALI information is consider stale and is ignored by CAD
- Assigns each dispatch console a 9-1-1 position using the cdtty table

Maintenance Information

The agency is responsible to have a trained Spillman Application Administrator (SAA). The SAA should receive the administrator training, and be able to monitor and troubleshoot common problems. The agency must notify Spillman in advance of any changes to the ANI/ALI equipment or the format of the ANI/ALI stream. Fees may apply if changes to the E9-1-1 interface are required.

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Project:

Foray Technologies Evidence Interface

Montgomery County, TX

Scope of Work Document

Last Revision: 4/29/2014



Table of Contents

Project Summary 1
 -Project Overview.....1
Project Details 2
 -Stakeholders2
 -Project Review.....2
Scope Definition 3
 -Requirements3

Project Summary

Number:	
Title:	Foray Technologies Evidence Interface
Code Name:	
Project Type or Customer:	Montgomery County, TX
Software Versions:	Spillman 6.3+
Product Module:	

-Project Overview

Montgomery County uses Foray for evidence management. This project builds a one-way interface between Foray Evidence and Spillman RMS. This custom interface project is part of a larger contract wherein Montgomery County has purchased the Spillman system. Therefore, Spillman will build the interface to meet the needs of Montgomery County within the parameters of possibilities contained in the Spillman API and Foray's API.

Project Details

-Stakeholders

Department or Agency	Name	Title (or Role)	Phone	Email
Montgomery County	Mari Lambrecht	Systems Analyst		mari.lambrecht@mctx.org
Montgomery County	Marshall Shirley	Director of County IT		Marshall.Shirley@mctx.org
Montgomery County	Peggy Frankhouser	Captain		Peggy.Frankhouser@mctx.org
Spillman	TBD	Implementation Project Manager		
Spillman	David Halladay	Development Project Manager		dhalladay@spillman.com
Spillman	James Butters	QA		jbutters@spillman.com

-Project Review

Date	Action	Name	Agency/Department
4/29/2014	Author	Doug Leffler	Spillman

Scope Definition

-Requirements

1.0 Data Exchange

1.1 Data Flow – A one-way exchange wherein Foray initiates a callout to Spillman's RMS during evidence acquisition to verify information in Spillman's RMS and pull case information into ADAMS.

1.2 Data Packages (Message Types) – The Foray Interface will have one data package, Case Information.

1.3 Data Mapping – Spillman will map all data elements to the ADAMS callout request for data according to the ADAMS API specification. The data elements to be included but not limited are: lwmain, nmmain, and related tables. Spillman will work with Montgomery County to ensure all fields are mapped to the correct destination in the ADAMS database

1.4 Code Tables – As with all data exchanges from one system to another there are Code Tables (drop down lists) that have to be the same in both systems to keep data integrity. Montgomery County is responsible to ensure Code Tables are in sync.

1.5 Interface Triggers – Foray (ADAMS) will initiate a callout to Spillman RMS to retrieve case information.

2.0 Connection Method – The Foray API has not been provided at this time. The connection methodology is unknown however Spillman supports multiple connection methods including: web services, TCP/IP, file drop, ftp/sftp, and other commonly used methods.

3.0 Configuration – Once specification has been exchanged, more details for the configuration will be determined at that time. Common interface configuration items include: connection authentication, connection paths, hard coded fields, code translations, archive folder paths etc.

4.0 Installation – Spillman will install and configure the Foray Evidence Interface once initial development is complete. The interface will be installed on the Spillman server as a web service running in Apache Tomcat.

5.0 Testing – Testing will involve Spillman, Montgomery County, and Foray. All three are required participants and this project cannot be completed without the involvement of all three parties. Spillman will test on the Montgomery County Spillman server receiving callout requests from Foray and returning case information to the request. Once Montgomery County has verified the mapping and has determined that the mappings are correct and in accordance to their mapping document and are satisfied with the import into Foray, the switch to live will take place.

Project:

CryWolf False Alarm Interface

Montgomery County, TX

Scope of Work Document

Last Revision: 6/5/2014

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Table of Contents

Project Summary 1
 -Project Overview.....1
Project Details 2
 -Stakeholders2
 -Project Review.....2
Scope Definition 3
 -Requirements3

Project Summary

Number:	
Title:	CryWolf False Alarm Interface
Code Name:	
Project Type or Customer:	Montgomery County, TX
Software Versions:	Spillman 6.3+
Product Module:	

-Project Overview

Montgomery County will use CryWolf to manage, track and process invoices for False Alarms. This project builds a one-way interface between Spillman CAD and CryWolf false alarm solutions. This custom interface project is part of a larger contract wherein Montgomery County has purchased the Spillman system. Therefore, Spillman will build the interface to meet the needs of Montgomery County within the parameters of possibilities contained in the Spillman API and CryWolf API.

Project Details

-Stakeholders

Department or Agency	Name	Title (or Role)	Phone	Email
Montgomery County	Mari Lambrecht	Systems Analyst		mari.lambrecht@mctx.org
Montgomery County	Marshall Shirley	Director of County IT		Marshall.Shirley@mctx.org
Montgomery County	Peggy Frankhouser	Captain Sheriff's Office		Peggy.Frankhouser@mctx.org
Spillman	TBD	Implementation Project Manager		
Spillman	David Halladay	Development Project Manager		dhalladay@spillman.com
Spillman	James Butters	QA		jbutters@spillman.com

-Project Review

Date	Action	Name	Agency/Department
5/1/2014	Author	Doug Leffler	Spillman

Scope Definition

-Requirements

1.0 Data Exchange

1.1 Data Flow – A one-way exchange wherein Spillman initiates a data push of false alarm 911 calls. CryWolf consumes this data and loads it into their database for their use.

1.2 Data Packages (Message Types) – The CryWolf Interface will have one data package, false alarm 911 call information.

1.3 Data Mapping – Spillman will map all data elements to CryWolf according to their API specification. The data elements to be included but not limited to are: complainant, address, phone number, date & time, and related tables. Spillman will work with Montgomery County to ensure all fields are mapped to the correct destination in CryWolf's database.

1.4 Code Tables – As with all data exchanges from one system to another there are Code Tables (drop down lists) that have to be the same in both systems to keep data integrity. Montgomery County is responsible to ensure Code Tables are in sync.

1.5 Interface Triggers – Spillman will initiate a data push to CryWolf sending current false alarms 911 calls and related data.

2.0 Connection Method – The CryWolf API has not been provided at this time. The connection methodology is unknown however Spillman supports multiple connection methods including: web services, TCP/IP, file drop, ftp/sftp, and other commonly used methods.

3.0 Configuration – Once specification has been exchanged, more details for the configuration will be determined at that time. Common interface configuration items include: connection authentication, connection paths, hard coded fields, code translations, archive folder paths etc.

4.0 Installation – Spillman will install and configure the CryWolf Interface once initial development is complete. The interface will be installed on the Spillman server as a web service running in Apache Tomcat.

5.0 Testing – Testing will involve Spillman, Montgomery County, and CryWolf. All three are required participants and this project cannot be completed without the involvement of all three parties. Once Montgomery County has verified the mapping and has determined that the mappings are correct and in accordance to their mapping document and are satisfied with the import into CryWolf, the switch to live will take place.

Project:

Mobile TCIC Submission Forms

Montgomery County, TX

Scope of Work Document

Last Revision: 6/5/2014



Table of Contents

Project Summary 1
 -Project Overview.....1
Project Details 2
 -Stakeholders2
 -Project Review.....2
Scope Definition 3
 -Requirements3

Project Summary

Number:	
Title:	Mobile TCIC Submission Forms
Code Name:	
Project Type or Customer:	Montgomery County, TX
Software Versions:	Spillman 6.3+
Product Module:	

-Project Overview

Field officers are not allowed to submit "Enter" transactions directly to TCIC. Montgomery County is requesting that Spillman builds a product that will allow the field officer to enter the information on the TCIC "Enter" transactions form and send to Dispatch to process. Once received, the dispatcher will enter this information from the form into TCIC for submission. This custom interface project is part of a larger contract wherein Montgomery County has purchased the Spillman system. Therefore, Spillman will build this solution to meet the needs of Montgomery County within the parameters of possibilities for available technology.

Project Details

-Stakeholders

Department or Agency	Name	Title (or Role)	Phone	Email
Montgomery County	Mari Lambrecht	Systems Analyst		mari.lambrecht@mctx.org
Montgomery County	Marshall Shirley	Director of County IT		Marshall.Shirley@mctx.org
Montgomery County	Peggy Frankhouser	Captain Sheriff's Office		Peggy.Frankhouser@mctx.org
Montgomery County	Ryan Gable	Constable Precinct 3		ryan.gable@mctx.org
Spillman	TBD	Implementation Project Manager		
Spillman	David Halladay	Development Project Manager		dhalladay@spillman.com
Spillman	James Butters	QA		jbutters@spillman.com

-Project Review

Date	Action	Name	Agency/Department
6/5/2014	Author	Doug Leffler	Spillman

Scope Definition

-Requirements

1.0 User Interface – Spillman will build a web application to accomplish this functionality specified herein. The web application will have two different views enabled by permissions, one for the field officer and one for the dispatcher.

1.1 Field Officer – The view for the field officer will allow them to pick a TCIC form. Officer will then fill out required data fields on the form and then submit to dispatch.

1.2 Dispatcher – The view for the dispatcher will start with a list of submitted forms from the field officers to be processed. Once a dispatcher selects a form for submission, it will be omitted from the view of the other dispatchers. Once entered into the TCIC system, the dispatcher will push the “processed” button on the form which will then permanently remove the item from the dispatch queue.

2.0 Forms –

2.1 Transactions/Forms

- 2.1.1 Article Entry
- 2.1.2 Stolen Boat
- 2.1.3 Stolen Gun
- 2.1.4 Enter License Plate
- 2.1.5 Missing Person Entry Information
- 2.1.6 Missing Person Recovery
- 2.1.7 Threat Against Peace Officer
- 2.1.8 Vehicle/Boat Part Entry
- 2.1.9 Enter Security
- 2.1.10 Stolen Vehicle

2.2 Formatting

- 2.2.1 **Required Fields** – Spillman will insert logic so that the field officer will know what fields are required.
- 2.2.2 **Conditional Fields** – Spillman will insert logic so that the field officer will know what fields are conditional and will show additional required fields based upon data entered.
- 2.2.3 **Optional Fields** – Spillman will insert logic so that the field officer will know what fields are optional.

3.0 Configuration – Once specification has been exchanged, more details for the configuration will be determined at that time. Common interface configuration items include: connection authentication, connection paths, hard coded fields, code translations, archive folder paths etc.

4.0 Installation – Spillman will install and configure the Mobile TCIC Submission Form application once initial development is complete. The application will be installed on the Spillman server as a web service running in Apache Tomcat.

5.0 Testing – Testing will involve Spillman and Montgomery County. Both parties are required participants and this project cannot be completed without the involvement of all both parties. Once Montgomery County has verified the application functions according to the project scope, this project will be committed to production.

Spillman project

Dell	\$114,143.48
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Material	Qty	Description	Unit Price	Total
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MSRP: 7600.00				
Discount %: 44.50%				

Material	Description	Quantity	Unit Price	Extended Price
CON-SNT-C98G16	Cisco SMARTnet extended service agreement	4	443.36	1,773.44
TX DIR CISCO NETWORKING PRODUCTS AND SERVICES(# DIR-SDD-1369) MSRP: 544.00 Discount %: 18.50%				
	Duration (months): 12.00			
CAB-9K12A-NA	Cisco power cable (125 VAC) - 8 ft	8	0.00	0.00
	Lead Time(days): 8			
TX DIR CISCO NETWORKING PRODUCTS AND SERVICES(# DIR-SDD-1369) MSRP: 0.00 Discount %: 0.00%				
DS-9148-KIT-CSCO	Cisco network device accessory kit	4	0.00	0.00
	Lead Time(days): 8			
TX DIR CISCO NETWORKING PRODUCTS AND SERVICES(# DIR-SDD-1369) MSRP: 0.00 Discount %: 0.00%				
DS-SFP-FC8G-SW	Cisco - SFP+ transceiver module	64	0.00	0.00
	Lead Time(days): 8			
TX DIR CISCO NETWORKING PRODUCTS AND SERVICES(# DIR-SDD-1369) MSRP: 0.00 Discount %: 0.00%				

Product Subtotal	16,872.00
Services Subtotal	1,773.44
Tax	0.00
Total	18,645.44

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Edward Malta
 504-875-6125
emalta@insight.com
 Fax: 480.760.9492



Quotation Number/ Creation Date

215619582 / 23-APR-2014

Michael Thamontri

800-467-4448 Ex 6104

mthamont@insight.com

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(E204 04/26/2013)

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**EXHIBIT 1
SCOPE OF USE
(E300 02/21/2014)**

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1. "Concurrent Use License" means a license to install and use the Product on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
2. "Deployment Server License" means a full use license that authorizes Licensee to install and use the Software for all uses permitted in the License Agreement and as described in the Documentation.
3. "Development Server License" means a license that authorizes Licensee to install and use the Software to build and test Value-Added Applications as described in the Documentation.
4. "Esri Client Software" means ArcGIS Runtime apps, ArcGIS for Desktop, and ArcGIS API for Flex apps.
5. "Esri Content Package" means a digital file containing ArcGIS Online basemap content (e.g., raster map tiles, images, vector data) extracted from the ArcGIS Online Basemap Services.
6. "Single Use License" means a license that allows Licensee to permit a single authorized end user to install and use the Product on a single computer for use by that end user on the computer on which the Product is installed. Licensee may permit the single authorized end user to install a second copy for end user's exclusive use on a second computer as long as only one (1) copy of Product is in use at any time. No other end user may use Product under the same license at the same time for any other purpose.
7. "Staging Server License" means a license that authorizes Licensee to install and use the Software for the following purposes: building and testing Value-Added Applications and map caches; conducting user acceptance testing, performance testing, and load testing of other third-party software; staging new commercial data updates; and training activities as described in the Documentation. Value-Added Applications and map caches can be used with Development and Deployment Servers.
8. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or transaction basis.
9. "Perpetual License" means a license to use a version of the Product, for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Licensee as authorized under this Agreement.

SECTION 2—TERMS OF USE FOR SPECIFIC SOFTWARE

The following table is a list of Esri Products that have specific Terms of Use in addition to the general Terms of Use as set forth in the General License Terms and Conditions of the License Agreement. Additional Terms of Use are listed immediately below this table and are referenced by number(s), shown in parentheses, immediately following each Product name in the following table (in some cases, the Additional Terms of Use referenced may be found in a separate Addendum, as noted):

<p>Desktop Products</p> <ul style="list-style-type: none"> ▪ Address Coder (22; Addendum 2, Note 7) ▪ ArcExplorer—Java and Windows Editions (20; Addendum 2, Note 1) ▪ ArcGIS for Desktop (Advanced, Standard, or Basic) (26; Addendum 2, Note 1; Addendum 2, Note 6) ▪ ArcGIS Explorer Desktop (20; Addendum 2, Note 1) ▪ ArcGIS for AutoCAD (20) ▪ ArcPad (12; 13; Addendum 2, Note 1; Addendum 2, Note 2) ▪ ArcReader (20; Addendum 2, Note 1) ▪ Esri Business Analyst (Addendum 2, Note 1; Addendum 2, Note 4) ▪ Esri Maps for IBM Cognos, MicroStrategy, Microsoft Dynamics CRM, Office, SharePoint, Salesforce, or SAP BusinessObjects (2; Addendum 2, Note 1) ▪ Esri Navigator (formerly ArcLogistics Navigator) (Addendum 2, Note 2) ▪ Sourcebook•America (Addendum 2, Note 8) ▪ ArcGIS for Windows Mobile (15; 54; Addendum 2, Note 1) ▪ ArcGIS for iOS; ArcGIS for Windows Phone; ArcGIS for Android (Addendum 2, Note 1) <p>Server Products</p> <ul style="list-style-type: none"> ▪ ArcGIS for Server <ul style="list-style-type: none"> – Workgroup (28; 29; 30; 32; 38; 39; Addendum 2, Note 1; Addendum 2, Note 6) – Enterprise (31; 38; 39; Addendum 2, Note 1; Addendum 2, Note 6) – with Virtual Cloud Infrastructure (10; Addendum 3—Common Terms) ▪ ArcGIS for Server Extension <ul style="list-style-type: none"> – ArcGIS for INSPIRE (Addendum 2, Note 1) 	<ul style="list-style-type: none"> ▪ Esri Business Analyst for Server <ul style="list-style-type: none"> – Workgroup (28; 29; 30; 31; 39; Addendum 2, Note 1; Addendum 2, Note 4) – Enterprise (31; 39; Addendum 2, Note 1; Addendum 2, Note 4) ▪ Portal for ArcGIS (31; Addendum 2, Note 1) ▪ Esri Tracking Server (31) <p>Developer Tools</p> <ul style="list-style-type: none"> ▪ ArcGIS Runtime SDK for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (16; 19; Addendum 2, Note 1) ▪ ArcGIS Runtime Standard Level for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (15; 18; Addendum 2, Note 1) ▪ ArcGIS Engine Developer Kit and Extensions (16, 19; 22, 26) ▪ ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26; Addendum 2, Note 1; Addendum 2, Note 6) ▪ ArcGIS Web Mapping (including ArcGIS API for JavaScript/HTML5, ArcGIS API for Flex, ArcGIS API for Microsoft Silverlight) (15; 16; 64; 66; Addendum 2, Note 1) ▪ Esri Business Analyst Server Developer (Addendum 2, Note 1; Addendum 2, Note 4) ▪ Esri Developer Network (EDN) Software and Data (24; 26; Addendum 2, Note 6) ▪ Esri File Geodatabase API (47) <p>Bundled Products</p> <ul style="list-style-type: none"> ▪ ArcGIS for Transportation Analytics (1; Addendum 2, Note 1; Addendum 2, Note 2; Addendum 2, Note 11)
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Notes:

- If you do not license any of the Products in the table above, these Additional Terms of Use do not apply to you.
- Additional Terms of Use for Products ONLY APPLY to the Products that reference them by number in the table above.
- Unless otherwise noted in the applicable Ordering Document, extensions to Software follow the same scope of use as that granted for the corresponding Software.

Additional Terms of Use for Products listed above:

1. Licensee may use the Software, Data, and Online Services included in ArcGIS for Transportation Analytics solely for direct support of fleet operations. No other use of ArcGIS for Transportation Analytics or the individual components that are part of ArcGIS for Transportation Analytics is permitted. This restriction does not apply to the

ArcGIS Online for Organizations account included with ArcGIS for Transportation Analytics. The ArcGIS Online for Organizations account can be used for any purpose subject to the terms of this License Agreement.

2. Information created with Esri Maps products is for use only by Licensee's Named Users of ArcGIS Online or Portal for ArcGIS.
- 3–9. Reserved.
10. Licensee will provide information or other materials related to its content (including copies of any client-side applications) as reasonably requested to verify Licensee's compliance with this License Agreement. Esri may monitor the external interfaces (e.g., ports) of Licensee's content to verify Licensee's compliance with this License Agreement. Licensee will not block or interfere with such monitoring, but Licensee may use encryption technology or firewalls to help keep its content confidential. Licensee will reasonably cooperate with Esri to identify the source of any problem with the ArcGIS for Server with Virtual Cloud Infrastructure services that may reasonably be attributed to Licensee's content or any end-user materials that Licensee controls.
11. Reserved.
12. Software is licensed for navigational use only when used in conjunction with ArcLogistics.
13. "Dual Use License" means the Software may be installed on a desktop computer and used simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any one (1) time.
14. Reserved.
15. Licensed as a Deployment License, subject to Article 3, Section 3.1 of the General License Terms and Conditions.
16. Licensee may use the SDKs or APIs to create Value-Added Applications and distribute and license those Value-Added Applications to its end users to use the Value-Added Applications anywhere not prohibited under export regulation subject to Article 3, Section 3.1 of the General License Terms and Conditions.
17. Reserved.
18. The Deployment License is per Value-Added Application per computer.
19. License may not be used to develop Internet or server-based Value-Added Applications.
20. Licensee may reproduce and distribute the Software provided all the following occur:
 - a. The Software is reproduced and distributed in its entirety;
 - b. A license agreement accompanies each copy of the Software that protects the Software to the same extent as this License Agreement, and the recipient agrees to be bound by the terms and conditions of the license agreement;
 - c. All copyright and trademark attributions/notices are reproduced; and
 - d. There is no charge or fee attributable to the use of the Software.
21. Reserved.
22.
 - a. An end user must license either ArcGIS Engine for Windows/Linux Software or other ArcGIS for Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on one (1) computer; and
 - b. The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS for Desktop Software to run ArcGIS Engine Value-Added Applications. A single user can have multiple ArcGIS Engine Value-Added Applications installed on one (1) computer for use only by that end user.
23. Reserved.
24. EDN Software may be used only for the purposes of development, testing, and demonstration of a prototype Value-Added Application and creating map caches. Value-Added Applications and map caches can be used with Staging and Deployment Servers. EDN server Software and Data may be installed on multiple computers for use by any Licensee EDN developer; all other EDN Software is licensed as a Single Use License.
25. Reserved.
26. An ArcSDE Personal Edition geodatabase is restricted to ten (10) gigabytes of Licensee's data.
27. Reserved.
28. Use is limited to ten (10) concurrent end users of applications other than ArcGIS for Server applications. This restriction includes use of ArcGIS for Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS for Server geodatabase. There are no limitations on the number of connections from web applications.
29. Software can only be used with a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.
30. Use is restricted to a maximum of ten (10) gigabytes of Licensee's data.

31. Licensee may have redundant Esri Server Software installation(s) for failover operations, but the redundant Software can only be operational during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant, except for system maintenance and updating of databases, while the primary site or any other redundant site is operational.
32. Redundant Software installation for failover operations is not permitted.
- 33–37. Reserved.
38. The ArcGIS 3D Analyst for Server extension included with ArcGIS for Server Standard (Workgroup or Enterprise) may be used only for generating globe data cache(s) or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS 3D Analyst for Server extension Software is permitted with ArcGIS for Server Standard.
39. Any editing functionality included with ArcGIS for Server is not permitted for use with ArcGIS for Server Basic (Workgroup or Enterprise).
- 40–46. Reserved.
47. Licensee may develop and distribute Value-Added Applications that use Esri File Geodatabase API to Licensee's end users.
- 48–53. Reserved.
54. ArcGIS for Windows Mobile Deployments are licensed for use with ArcGIS for Server Enterprise (Advanced or Standard), ArcGIS for Server Workgroup (Advanced), ArcGIS for Desktop (Advanced, Standard, Basic), and ArcGIS Engine Value-Added Applications.
- 55–63. Reserved.
64. Value-Added Application(s) for web deployment must be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with Value-Added Application(s) as long as the Value-Added Application(s) is always used in conjunction with other Esri Product(s).
65. Reserved.
66. For desktop applications, each license is per organization. For the purposes of this license, *organization* is equivalent to a principal registered unique domain identifier. *Domain* is the Internet domain name registered with a domain name registrar. For instance, in example.com, example.com is the registered unique domain identifier. Similarly, in example.com.xx, where xx is a registered country code, example.com.xx is the registered unique domain identifier. Desktop applications can be used by any employee of the organization with the principal registered unique domain identifier. There is no limit to the number of applications that can be built and deployed within an organization.

ADDENDUM 2
DATA TERMS OF USE
(E300-2)

This Data Terms of Use Addendum ("Addendum 2") sets forth the terms of Licensee's use of Data and includes Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 2 takes precedence over conflicting General License Terms and Conditions of the License Agreement. Esri reserves the right to modify the Data terms of use referenced below at any time. For Data licensed through a subscription, Licensee may cancel the subscription upon written notice to Esri or discontinue use of the Data, as applicable. If Licensee continues to use the Data, Licensee will be deemed to have accepted the modification. Data terms of use are set forth in the notes referenced below:

SECTION 1—GENERAL RESTRICTIONS ON USE OF DATA

In addition to the restrictions set forth in Article 4.2 of the License Agreement, the following restrictions apply to use of Data by Licensee and Licensee's end users (collectively, "Users"). Any use of Data that is not expressly authorized in Section 2 or elsewhere in the License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Licensee shall ensure Users are prohibited from (i) cobranding Data, (ii) using the Data in any unauthorized service or product, or (iii) offering Data through or on behalf of any third party.

SECTION 2—SPECIFIC TERMS OF USE FOR DATA

The following table is a list of Esri Products that have specific Terms of Use in addition to the general Terms of Use as set forth in the General License Terms and Conditions of the License Agreement. Additional Terms of Use are listed immediately below this table and are referenced by number(s), shown in parenthesis, immediately following each Product name in the following table:

<ul style="list-style-type: none">▪ ArcGIS Online Data (1)▪ StreetMap Premium for ArcGIS (2)▪ StreetMap for Windows Mobile (2)▪ StreetMap for ArcPad (2)▪ StreetMap Premium for ArcGIS for Transportation Analytics (2; Addendum 1, Note 1)▪ HERE Traffic Data (11; Addendum 1, Note 1)▪ Data Appliance for ArcGIS (3)	<ul style="list-style-type: none">▪ Business Analyst/Location Analytics Data (4, 10)▪ Demographic, Consumer, and Business Data ("Esri Data") (5, 10)▪ Data and Maps for ArcGIS (6)▪ Address Coder Data (7, 10)▪ Sourcebook•America Data (8, 10)▪ Esri MapStudio Data (9)
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Notes:

- If you do not license any of the Products in the table above, these Additional Terms of Use do not apply to you.
- Additional Terms of Use for Products ONLY APPLY to the Products that reference them, by number, in the table above.

Additional Terms of Use for Products listed above:

1. *ArcGIS Online Data:* Software and Online Services that reference this note enable access to ArcGIS Online Data. ArcGIS Online Data is provided for use solely in conjunction with Licensee's authorized use of Esri Software and Online Services. Use of ArcGIS Online Data that is accessible through non-fee-based ArcGIS Online accounts may be subject to usage limits.

ArcGIS Online Basemap Data:

- a. ArcGIS Online basemap data can be taken offline through Esri Content Packages and subsequently delivered (transferred) to any device for use exclusively with licensed Esri Client Software.
- b. ArcGIS Online basemap data is subject to an aggregate limit of fifty million (50,000,000) transactions during any twelve (12)-month period. Transactions include both basemap and geosearch Transactions. "Transaction" is defined in the Documentation at ArcGIS Resources at <http://links.esri.com/agol/transactiondef>.

Licensee may use Data accessed through ArcGIS Online as permitted under the terms of the URLs referenced below:

- a. HERE data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf>.
 - d. Microsoft Bing Maps data is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/e-802-bing-mapsvcs.pdf>.
 - e. BODC bathymetry data is subject to the terms of use found at https://www.bodc.ac.uk/data/online_delivery/gebco/terms_of_use/.
 - f. MB-Research GmbH (MBR) Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.
 - g. D&B Data: May not be used for direct mailing or direct marketing purposes.
2. *StreetMap Premium for ArcGIS: StreetMap for ArcGIS for Windows Mobile; StreetMap for ArcPad; StreetMap Premium for ArcGIS for Transportation Analytics:* These Products, collectively referred to as "StreetMap Data," may be used for mapping, geocoding, and point-to-point routing purposes but is not licensed for dynamic, real-time routing guidance. For instance, StreetMap Data may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed. StreetMap Data may not be used to perform synchronized multivehicle routing or route optimization. StreetMap Data acquired for use with ArcGIS for Desktop, ArcGIS for Server, ArcPad, or ArcGIS for Transportation Analytics may only be used with the Product for which the StreetMap Data was acquired, and may not be used with any other Product. StreetMap for Windows Mobile Data is licensed for use solely on mobile devices or in conjunction with ArcGIS for Mobile applications. StreetMap Data may include data from either of the following sources:
- a. HERE data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html. HERE data, when licensed for use in StreetMap Premium for ArcGIS for Transportation Analytics, permits tracking, synchronized multivehicle routing, and route optimization.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
3. *Data Appliance for ArcGIS:* Data provided with Data Appliance is subject to the following additional terms of use:
- a. HERE data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf>.
 - d. BODC bathymetry data is subject to the terms of use found at https://www.bodc.ac.uk/data/online_delivery/gebco/terms_of_use/.
4. *Business Analyst Data; Location Analytics Data:* Business Analyst Data is provided with Esri Business Analyst (Server, Desktop) or accessed through Business Analyst Online and Community Analyst. Location Analytics Data is accessed through Business Analyst Online API, Community Analyst API, and Location Analytics API. The Data is subject to the following additional terms of use:
- a. The Data is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Software. Subject to Addendum 2, Note 10, Business Analyst Data, including derivative products (e.g., geocodes), are restricted for use only in conjunction with the respective Business Analyst extension. Location Analytics Data is restricted for use only in conjunction with Business Analyst Online API, Community Analyst API, and Location Analytics API. If Licensee orders a license for Esri Business Analyst or Business Analyst

(Canadian Edition), or for Business Analyst Online API, Community Analyst API, and Location Analytics API, with a subset of the national dataset (i.e., Region, State, Local), Licensee may use only the licensed subset, not any other portion of the national dataset.

- b. Business Analyst Data provided with Business Analyst for Server may not be cached or downloaded by client applications and devices.
- c. Infogroup data is subject to the following terms of use: "Users" means end users of Esri Software. Any use of the Infogroup database not expressly authorized in this License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Users are expressly prohibited from (i) sublicensing or reselling the Infogroup database; (ii) using or allowing third parties to use the Infogroup database for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party; (iii) using the Infogroup database in any service or product not specifically authorized in this License Agreement or offering it through any third party; (iv) disassembling, decompiling, reverse engineering, modifying, or otherwise altering the Infogroup database or any part thereof without Infogroup's prior written consent, such consent to be granted or withheld at Infogroup's sole discretion; or (v) using the Infogroup database for any direct marketing purposes.
- d. HERE data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html.
- e. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
- f. MBR Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying, or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.
- g. D&B Data: May not be used for direct mailing or direct marketing purposes.

5. *Demographic, Consumer, and Business Data ("Esri Data")*: This Data category includes the Updated Demographic Database, Census Data, American Community Survey (ACS) Data, Consumer Spending, Business Summary, Business Locations, Retail MarketPlace, and Tapestry Segmentation datasets. Esri Data may be used independently of Software or Online Services. Each dataset is available under one or more of the following license types:

- **Single Use**: Permits access by a single user to access the data for development or internal use on a desktop computer or server. No Internet access is permitted.
- **Internal Site/Server—Known User**: Permits access by named (known) users for Licensee's internal use. Web access by those named users is permitted.
- **Public website (noncommercial)—Constituent-Served Model**: Permits a municipal government Licensee to use the Data in an externally facing Value-Added Application serving a defined population, provided Licensee does not generate revenue from such use.
- **Public website (commercial) Known User**: Permits Licensee to use the Data in an externally facing Value-Added Application for use by named users and to generate revenue from such Value-Added Application.
- **Public website (commercial) Anonymous User**: Permits Licensee to use the Data in an externally facing Value-Added Application for general use and to generate revenue from such Value-Added Application.

6. *Data and Maps for ArcGIS*: The Data is available to licensed users of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online. Data and Maps for ArcGIS is provided for use solely in conjunction with authorized use of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online.

- a. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at <http://www.esri.com/legal/redistribution-rights>, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.
- b. StreetMap Data may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed.

7. *Address Coder Data*: This Data is included with Address Coder and is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Address Coder.
8. *Sourcebook•America Data*: This Data is included with Sourcebook•America and provided for Licensee's internal business use solely in connection with Licensee's authorized use of Sourcebook•America.
9. *MapStudio Data*: Use of this Data is subject to the following terms and conditions:
 - a. HERE data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf>.
 - d. D&B Data: May not be used for direct mailing or direct marketing purposes.
10. Licensee may include Data in hard-copy or read-only format ("Outputs") in presentation packages, marketing studies, or other reports or documents prepared for third parties. Licensee shall not resell or otherwise externally distribute Outputs in stand-alone form.
11. *ArcGIS for Transportation Analytics—HERE traffic data option*: This online data service is available as an option for use exclusively with ArcGIS for Transportation Analytics. Use of this data is subject to the following terms and conditions:
 - a. HERE traffic data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html.
 - b. No automatic routing or rerouting based on traffic conditions is permitted without the Navigation add-on.
 - c. HERE traffic data may not be archived and may be delivered only for end users' personal, near-term use, not to exceed one (1) twenty-four (24)-hour period.
 - d. HERE traffic data may not be used to display or broadcast in any FM/AM/HD radio broadcast or television broadcast **or through any RDS delivery method**.
 - e. HERE traffic data may not be used with or incorporated into any traffic system that provides voice traffic reports to inbound callers.
 - f. HERE traffic data may not be used to develop or commercially make available a text-to-voice e-mail alert or message or voice mail application using any portion of HERE traffic data.

ADDENDUM 3
ONLINE SERVICES ADDENDUM
(E300-3)

This Online Services Addendum ("Addendum 3") sets forth the terms of Licensee's use of Online Services and includes the Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 3 takes precedence over conflicting General License Terms and Conditions of the License Agreement. Esri reserves the right to update the terms from time to time. [Section 1](#) of this Addendum 3 contains terms applicable to all Online Services; [Section 2](#) contains common terms applicable to specific Online Services.

SECTION 1—COMMON TERMS OF USE OF ONLINE SERVICES

ARTICLE 1—DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Addendum 3:

- a. "Anonymous Users" refers to anyone who has public access to any part of the Licensee's Content or Value-Added Applications, which Licensee has published through the use of the Sharing Tools, included with Licensee's licensed use of the Software or Online Services, as further described in Section 2 of this Addendum.
- b. "API" means application programming interface.
- c. "ArcGIS Website" means <http://www.arcgis.com> and any related or successor websites.
- d. "Content" means Data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, software applications, and Developer Tools.
- e. "Developer Tools" means software development kits (SDKs), APIs, software libraries, code samples, and other resources.
- f. "Licensee's Content" means any Content that Licensee or Licensee's Named Users submit to Esri in connection with Licensee's use of the Online Services, any results derived from the use of Licensee's Content with Online Services, and any Value-Added Applications Licensee builds with Developer Tools and deploys with Online Services. Licensee's Content excludes any feedback, suggestions, or requests for Product improvements that Licensee provides to Esri.
- g. "Named User(s)" means individuals to whom Licensee specifically enables private access to Online Services and Value-Added Applications through Licensee's Online Services account. Named Users can be anyone whom Licensee authorizes to access Online Services, but only for the exclusive benefit of Licensee, for example, Licensee's employees, agents, consultants, or contractors. For Education Plan accounts, Named Users may include registered students. No other third parties may be Named Users. Named Users have private access to features of Online Services that are not publicly accessible to Anonymous Users. Named Users have unique, individual login credentials.
- h. "Online Content" means Content hosted or provided by Esri as part of Online Services, including any Map Services, Task Services, Image Services, and Developer Tools and excluding Content provided by third parties that Licensee accesses through Online Services.
- i. "Service Components" means each of the following: Online Services, Online Content, ArcGIS Website, Developer Tools, Documentation, or related materials.
- j. "Sharing Tools" means publishing capabilities included with Online Services and ArcGIS Website that allow Licensee to make Licensee's Content and Value-Added Applications available to third parties and/or Anonymous Users.
- k. "Value-Added Application" means an application developed by Licensee for use in conjunction with the authorized use of any Software, Data, or Online Services.
- l. "Web Services" as used under Licensee's existing signed license agreement, if any, means Online Services and any Content delivered by such Online Services.

ARTICLE 2—USE OF ONLINE SERVICES

2.1 License to Online Services. Esri grants Licensee a personal, nonexclusive, nontransferable, worldwide license to access and use Online Services as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been

paid (if required), (ii) for Licensee's own internal use by Licensee and Licensee's Named Users or Anonymous Users (if applicable), and (iii) in accordance with this License Agreement and the licensed configuration on file as authorized by Esri.

2.2 Provision of Subscription Online Services. For subscription Online Services, Esri will

- a. Provide Online Services to Licensee in accordance with the Documentation;
- b. Provide customer support in accordance with Esri's standard customer support policies and any additional support Licensee may purchase; and
- c. Use commercially reasonable efforts to ensure that Online Services will not transmit to Licensee any Malicious Code, provided Esri is not responsible for Malicious Code that was introduced to Online Services through Licensee's account or through third-party Content.

2.3 Licensee's Responsibilities. Licensee shall be responsible for Named Users' compliance with this Agreement. Licensee and Licensee's Named Users or Anonymous Users (if applicable) are the only persons authorized to access Online Services through Licensee's accounts. Named Users' login credentials are for designated Named Users only and may not be shared among multiple individuals. Named Users' login credentials may be reassigned to new Named Users if the former users no longer require access to Online Services. Licensee and Licensee's Named Users are responsible for maintaining the confidentiality of Authorization Codes, Access Codes, Named Users' login credentials, or any other method that is provided that enables access to Online Services and for ensuring that unauthorized third parties do not access Licensee's account. Licensee will immediately notify Esri if Licensee becomes aware of any unauthorized use of Licensee's account or any other breach of security.

2.4 Prohibited Uses of the Online Services. In addition to the prohibited uses or except as provided under the License Agreement, Licensee shall not (i) attempt to gain unauthorized access to the Online Services or assist others to do so; (ii) use Online Services for spamming, to transmit junk e-mail or offensive or defamatory material, or for stalking or making threats of physical harm; (iii) use Online Services to store or transmit software viruses, worms, time bombs, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment ("Malicious Code"); (iv) mirror, reformat, or display Online Services in an attempt to mirror and/or make commercial use of Online Services except to the degree that Online Services directly enable such functionality; (v) share the client-side data cache derived from Online Services with other licensed end users or third parties; (vi) distribute the client-side data cache derived from Online Services to third parties; (vii) manually or systematically collect or scrape (screen or web scraping) Content from Online Services; (viii) use ArcGIS Online Map Services, Geocoding Services, or Routing Services in communication with any in-vehicle navigation system installed in a vehicle (this does not include portable navigation devices) or that provides real-time, dynamic routing to any device. For instance, these Services may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed; (ix) incorporate any portion of Online Services into a commercial product or service unless the commercial product adds material functionality to Online Services; (x) use Online Services to process, store, or transmit any information, data, or technology controlled for export under the International Traffic in Arms (ITAR) regulations; or (xi) use Online Services to store or process Content online that is unclassified controlled technical information (UCTI) under DFARS 204.73, or is protected health information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA).

2.5 Evaluations. Esri may provide licenses to use certain Services for Licensee's internal evaluation purposes. Such licenses continue until the stated evaluation period expires or until Licensee purchases a subscription, whichever occurs first. IF LICENSEE DOES NOT CONVERT LICENSEE'S EVALUATION LICENSE TO A SUBSCRIPTION PRIOR TO EXPIRATION OF THE EVALUATION TERM, ANY CONTENT AND CUSTOMIZATIONS THAT LICENSEE UPLOADED OR MADE DURING THE EVALUATION TERM WILL BE PERMANENTLY LOST. IF LICENSEE DOES NOT WISH TO PURCHASE A SUBSCRIPTION, LICENSEE MUST EXPORT SUCH CONTENT BEFORE THE END OF LICENSEE'S EVALUATION PERIOD.

2.6 Modifications of Online Services. Esri reserves the right to alter or modify Online Service(s) and related APIs at any time. If reasonable under the circumstances, Esri will provide thirty (30) days' prior notice of any material alterations.

2.7 Discontinuation or Deprecation of Online Services. Esri reserves the right to discontinue or deprecate an Online Service(s) and related API(s) at any time. If reasonable under the circumstances, Esri will provide ninety (90) days' prior

notice of any Online Service discontinuation or deprecation. Esri will attempt to support any deprecated APIs for up to six (6) months, unless there are legal, financial, or technological reasons not to support them.

2.8 If any modification, discontinuation, or deprecation of Online Service(s) causes a material, adverse impact to Licensee's operations, Esri may at its sole discretion attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Licensee may cancel its subscription to Online Services, and Esri will issue a prorated refund.

2.9 Attributions. Licensee is not permitted to remove any Esri or Esri's licensors' logos or other attribution associated with any use of ArcGIS Online Services.

ARTICLE 3—TERM AND TERMINATION

The following supplements Article 5—Term and Termination of the License Agreement:

3.1 Term of Subscriptions. The term of any subscription will be provided in the Ordering Document under which it is purchased or in the Online Services description referenced therein.

3.2 Subscription Rate Changes. Monthly subscription rates may be increased upon thirty (30) days' notice. Esri may increase rates for subscriptions with a term greater than one (1) month by notifying Licensee at least sixty (60) days prior to expiration of the then-current subscription term.

3.3 Service Interruption. Licensee's access (including access on behalf of Licensee's customers) to and use of Online Service(s) may be temporarily unavailable, without prior notice, for any unanticipated or unscheduled downtime or unavailability of all or any portion of Online Services, including system failure or other events beyond the reasonable control of Esri or its affiliates.

3.4 Service Suspension. Esri and its affiliates shall be entitled, without any liability to Licensee, to suspend access to any portion or all of Online Services at any time on a service-wide basis (a) if Licensee breaches the License Agreement; (b) if Licensee exceeds usage limits and fails to purchase additional license capacity sufficient to support Licensee's continued use of Online Services as described in Article 5 of this Addendum; (c) if there is reason to believe that Licensee's use of Online Service(s) will adversely affect the integrity, functionality, or usability of the Online Service(s); (d) if Esri and its licensors may incur liability by not suspending Licensee's account; (e) for scheduled downtime to conduct maintenance or make modifications to Online Service(s); (f) in the event of a threat or attack on Online Service(s) (including a denial-of-service attack) or other event that may create a risk to the applicable part of Online Services; or (g) in the event that Esri or its affiliates determine that Online Services (or portions thereof) are prohibited by law or otherwise that it is necessary or prudent to do so for legal or regulatory reasons. If feasible under these circumstances, Licensee will be notified of any Service Suspension beforehand and allowed reasonable opportunity to take remedial action.

3.5 Esri is not responsible for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Licensee or any Licensee customer may incur as a result of any Service Interruption or Service Suspension.

ARTICLE 4—LICENSEE'S CONTENT, FEEDBACK

4.1 Licensee's Content. Licensee is solely responsible for the development, operation, and maintenance of Licensee's Content and for all materials that appear on or in any of Licensee's Content. Licensee retains all right, title, and interest in Licensee's Content. Licensee hereby grants Esri and Esri's licensors a nonexclusive, nontransferable, worldwide right to host, run, and reproduce Licensee's Content solely for the purpose of enabling Licensee's use of Online Services. Without Licensee's permission, Esri will not access, use, or disclose Licensee's Content except as reasonably necessary to support Licensee's use of Online Services, respond to Licensee's requests for customer support, or troubleshoot Licensee's account or for any other purpose authorized by Licensee in writing. If Licensee accesses Online Services with an application provided by a third party, Esri may disclose Licensee's Content to such third party as necessary to enable interoperability between the application, Online Services, and Licensee's Content. Esri may disclose Licensee's Content if required to do so by law or pursuant to the order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure. It is Licensee's sole responsibility to ensure that Licensee's Content is suitable for use with Online Services and for maintaining regular offline backups using the Online Services export and download capabilities.

4.2 Removal of Licensee's Content. Licensee will provide information and/or other materials related to Licensee's Content as reasonably requested by Esri to verify Licensee's compliance with this License Agreement. Esri may remove or delete any portions of Licensee's Content if there is reason to believe that uploading it to, or using it with, Online Services violates this License Agreement. If reasonable under these circumstances, Esri will notify Licensee before Licensee's Content is removed. Esri will respond to any Digital Millennium Copyright Act take-down notices in accordance with Esri's Copyright Policy, available at http://www.esri.com/legal/dmca_policy.

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4.4 Retrieving Licensee's Content upon Termination. Upon termination of the License Agreement or any trial, evaluation, or subscription, Esri will make Licensee's Content available to Licensee for download for a period of thirty (30) days unless Licensee requests a shorter window of availability or Esri is legally prohibited from doing so. Thereafter, Licensee's right to access or use Licensee's Content with Online Services will end, and Esri will have no further obligations to store or return Licensee's Content.

ARTICLE 5—LIMITS ON USE OF ONLINE SERVICES; SERVICE CREDITS

Esri may establish limits on the Online Services available to Licensee. These limits may be controlled through Service Credits. Service Credits are used to measure the consumption of ArcGIS Online services made available through Licensee's account. The maximum Service Credits provided with Licensee's ArcGIS Online account will be addressed in the applicable Ordering Document. Esri will notify Licensee's account administrator when Licensee's Service consumption reaches approximately seventy-five percent (75%) of the Service Credits allocated to Licensee through Licensee's subscription. Esri reserves the right to suspend Licensee's account when consumption reaches one hundred percent (100%) of the Service Credits allocated to Licensee's subscription. Licensee's access to the account will be restored immediately upon the completion of Licensee's purchase transaction for additional Service Credits for the subscription account.

ARTICLE 6—ONLINE CONTENT; THIRD-PARTY CONTENT AND WEBSITES

6.1 Online Content. ArcGIS Online Data is included as a component of Online Services and is licensed under the terms of the License Agreement.

6.2 Third-Party Content and Websites. Online Services and ArcGIS Website may reference or link to third-party websites or enable Licensee to access, view, use, and download third-party Content. This Agreement does not address Licensee's use of third-party Content, and Licensee may be required to agree to different or additional terms in order to use third-party Content. Esri does not control these websites and is not responsible for their operation, content, or availability; Licensee's use of any third-party websites and third-party Content is *as is*, without warranty, and at Licensee's sole risk. The presence of any links or references in Online Services to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

ARTICLE 7—LICENSEE'S WARRANTIES

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SECTION 2—TERMS OF USE FOR SPECIFIC ONLINE SERVICES

The following table is a list of Esri Products that have specific Terms of Use in addition to the general Terms of Use as set forth in the General License Terms and Conditions of the License Agreement. Additional Terms of Use are listed immediately below this table and are referenced by number(s), shown in parentheses, immediately following each Product name in the following table (in some cases, the Additional Terms of Use referenced may be found in a separate Addendum, as noted):

<ul style="list-style-type: none">▪ ArcGIS Online (1; 2; Addendum 2, Note 1; Addendum 2, Note 6)▪ Esri Business Analyst Online (3; Addendum 2, Note 1; Addendum 2, Note 4)▪ Business Analyst Online Mobile (3; Addendum 2, Note 1; Addendum 2, Note 4)▪ Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; Addendum 2, Note 1; Addendum 2, Note 4)▪ Community Analyst (3; Addendum 2, Note 1; Addendum 2, Note 4)	<ul style="list-style-type: none">▪ Esri Community Analyst API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; Addendum 2, Note 1; Addendum 2, Note 4)▪ Esri Location Analytics API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; Addendum 2, Note 1; Addendum 2, Note 4)▪ Esri Redistricting Online (Addendum 2, Note 1)▪ Esri MapStudio (4; Addendum 2, Note 1; Addendum 2, Note 9)
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Notes:

- If you do not license any of the Products in the table above, these Additional Terms of Use do not apply to you.
- Additional Terms of Use for Products ONLY APPLY to the Products that reference them by number in the table above.

Additional Terms of Use for Products listed above:

1. In addition to the common terms of use of Online Services:

- a. Licensee may use Licensee's Esri Online Services account to build a Value-Added Application(s) for Licensee's internal use.
- b. Licensee may also provide access to Licensee's Value-Added Application(s) to third parties, subject to the following terms:
 - i. Licensee may allow Anonymous Users to access Licensee's Value-Added Application(s).
 - ii. Licensee shall not add third parties as Named Users to Licensee's ArcGIS Online account for the purpose of allowing third parties to access Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iii. Licensee shall not provide a third party with access to ArcGIS Online Services enabled through Licensee's ArcGIS Online account other than through Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iv. Licensee is responsible for any fees accrued through the use of Licensee's ArcGIS Online account by third parties accessing Licensee's Value-Added Application(s). This includes Service Credits required to support third-party Online Services usage and any additional subscription fees for Online Services as required.
 - v. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).
 - vi. Licensee will restrict third-party use of Online Services as required by the terms of this Agreement.
 - vii. Licensee may not remove or obscure any trademarks or logos that would normally be displayed through the use of the Online Services without written permission.
- c. For ArcGIS Online ELA, ArcGIS Online for Organizations, and paid Developer Plan accounts:
 - i. Licensee is also permitted to:
 - (1) Charge an additional fee to third parties to access Licensee's Value-Added Application(s), subject to the terms of this License Agreement; or

- (2) Transfer Licensee's Value-Added Application(s) to a third party's ArcGIS Online account, subject to the following:
- (a) Licensee may charge third parties a fee for Licensee's Value-Added Application(s).
 - (b) Licensee is not obligated to provide technical support for the third party's general use of its ArcGIS Online account not related to Licensee's Value-Added Application(s).
 - (c) Licensee is not responsible for any fees accrued through the third party's use of Licensee's Value-Added Application(s) that have been transferred to or implemented on the third party's ArcGIS Online account.
 - (d) Licensee is not permitted to invite licensees of an ArcGIS Online Public Plan to participate in private groups. This restriction also applies to licensees of Education Plan accounts and NPO/NGO Plan accounts.
- d. For ArcGIS Online Public Plan accounts, Development and Testing Plan accounts, Education Plan accounts, and NPO/NGO use of ArcGIS Online for Organizations accounts: Licensee is not permitted to charge an additional fee to third parties to access Licensee's Value-Added Application(s) or generate more than incidental advertising revenue as a consequence of the deployment or use of the Value-Added Application(s). Charging a fee to access Licensee's Value-Added Application(s) or generating more than incidental advertising revenue requires an ArcGIS Online ELA, ArcGIS Online for Organizations, or paid Developer Plan account.
- e. For ArcGIS Online Public Plan accounts:
- i. Public Plan accounts are licensed for the personal use of an individual. Any use of Public Plan accounts by an individual for the benefit of a for-profit business or a government agency is prohibited.
 - This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organization are permitted to use ArcGIS Online Public Plan accounts for the benefit of their affiliated organization(s).
 - ii. Public Plan account licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.
- f. For ArcGIS Online Development and Testing Plan accounts:
- i. Subject to the terms of this License Agreement, Licensee is permitted to:
 - (1) Allow third parties to access Licensee's Value-Added Application(s) powered by their Development and Testing Plan account, but only if the Value-Added Application(s) is published for public access and is not used for the benefit of a for-profit business or government agency.
 - This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organizations are permitted to use ArcGIS Online Development and Testing Plan accounts for the benefit of their affiliated organization(s).
 - ii. Development and Testing Plan account licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.
- g. For ArcGIS Online paid Developer Plan accounts or Development and Testing Plan accounts:
- i. Licensee is limited to one million (1,000,000) basemap and one million (1,000,000) geospatial Transactions per month in conjunction with Licensee's account. "Transaction" is defined in the Documentation at ArcGIS Resources at <http://links.esri.com/agol/transactiondef>.

- h. Licensee is not permitted to be the licensee of an ArcGIS Online account for or on behalf of a third party.
 - This restriction does not apply to education institutions that are permitted to be licensees of ArcGIS Online Public Plan accounts on behalf of registered students of the education institution for teaching purposes only. Education institutions are also permitted to provide access to a single ArcGIS Online Public Plan account to more than one (1) registered student when used for teaching purposes only.
- i. The terms "Online ELA account," "Organizations Plan account," "Developer Plan account," "Public Plan account," "Development and Testing Plan account," and "Education Plan account" refer to different types of ArcGIS Online accounts.

2. Terms of Use for ArcGIS Online Services:

- a. World Geocoding Service: Licensee may not store the geocoded results generated by the service without an ArcGIS Online account.
 - b. Infographics Service: Licensee may use the data accessible through this service for display purposes only. Licensee is prohibited from saving any data accessible through this service.
3. Licensee may not display or post any combination of more than one hundred (100) Esri Business Analyst Online or Community Analyst Reports and maps on Licensee's external websites.
4. Licensee may create, publicly display, and distribute maps in hard copy and static electronic format for news-reporting purposes, subject to any restrictions for ArcGIS Online Data set forth in [Addendum 2, Note 1](#).
5. Licensee may develop Value-Added Applications that use Business Analyst Online API, Community Analyst API, or Location Analytics API to access, query, create, display, and redistribute Reports and resultant static, electronic maps to end user(s) of Licensee's Value-Added Applications. If Licensee has an anonymous user subscription, Licensee may provide access to Licensee's Value-Added Application(s) to anonymous end users, limited to the number of Reports Licensee has paid for. End user(s) of Licensee's Value-Added Applications may use Reports and maps for internal purposes only and not for further redistribution. "Report(s)" means any formatted output created by the Business Analyst Online API, Community Analyst API, or Location Analytics API Products, which includes PDF, CSV, Excel, HTML, and XML formats. Licensee shall not redistribute any Data in vector formats. Licensee and Licensee's end users are prohibited from using Reports or other output generated by Business Analyst Online API, Community Analyst API, or Location Analytics API as a substitute for Business Analyst Online API, Community Analyst API, or Location Analytics API, including, but not limited to, (i) combining and including such output in one or more files or databases and (ii) making such output available through a multiuser computer application. For clarity, end users may save Reports locally for their own internal use. For publicly facing Value-Added Applications developed with Business Analyst Online API (Canadian Edition), Reports and Data may be produced or exported in static formats only (e.g., JPEG, PDF); Licensee must ensure that Licensee's Value-Added Application does not allow Canadian Edition Reports to be exported as CSV, XML, HTML, or XLS files or in any other format that readily enables extraction or manipulation of the file's contents. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).

ADDENDUM 4
LIMITED USE PROGRAMS
(E300-4)

This Limited Use Programs Addendum ("Addendum 4") applies to any Licensee that has been qualified by Esri or its authorized distributor to participate in any of the programs described herein. This Addendum 4 includes the Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 4 takes precedence over conflicting terms of the License Agreement. Esri reserves the right to update the terms from time to time.

<ul style="list-style-type: none">▪ Educational Programs (1)▪ Grant Programs (2)	<ul style="list-style-type: none">▪ Home Use Program (3)▪ Other Esri Limited Use Programs (4)
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Notes

1. *Educational Programs:* Licensee agrees to use Products solely for educational purposes during the educational use Term. Licensee shall not use Products for any administrative use unless Licensee has acquired an administrative use Term License. Licensee shall not use Products for revenue-generating or for-profit purposes.
2. *Grant Programs:* Licensee may use Products only for Noncommercial purposes as specified in the Esri grant document. Licensee shall not use Products for revenue-generating or for-profit purposes.
3. *ArcGIS for Home Use Program:*
 - a. All ArcGIS for Home Use Program Products are provided as Term Licenses and are identified on Esri's Home Use Program website found at <http://www.esri.com/software/arcgis/arcgis-for-home> or Licensee's authorized distributor's website.
 - b. Esri grants to Licensee a personal, nonexclusive, nontransferable, Single Use License solely to use the Products provided under the ArcGIS for Home Use Program as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid, (ii) for Licensee's own Noncommercial internal use, (iii) in accordance with this License Agreement and the configuration ordered by Licensee or as authorized by Esri or its authorized distributor, and (iv) for a period of twelve (12) months unless terminated earlier in accordance with the License Agreement. "**Noncommercial**" means use in a personal or individual capacity that (i) is not compensated in any fashion; (ii) is not intended to produce any works for commercial use or compensation; (iii) is not intended to provide a commercial service; and (iv) is neither conducted nor funded by any person or entity engaged in the commercial use, application, or exploitation of works similar to the licensed Products.
 - c. **Installation Support.** Installation Support for a period of ninety (90) days is included with ArcGIS for Home Use. As discussed further on the Esri or authorized distributor's website, Esri provides technical support in response to specific inquiries. Installation Support will apply only to unmodified Software. Software is provided only for standard hardware platforms and operating systems supported by Esri as described in the Software Documentation. Esri is not responsible for making or arranging for updates to interfaces for nonstandard devices or custom applications.

Esri Installation Support will be provided in compliance with the Esri ArcGIS for Home Use Installation Support document on the Esri website at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/home-use-installation-support.pdf>. Esri supports users solely with the installation of Esri Software. Esri's Support website is at <http://support.esri.com/en/support>. Support provided by an authorized distributor will be in accordance with the distributor's technical support program terms and conditions.
4. *Other Esri Limited Use Programs:* If Licensee acquires Products under any limited use program not listed above, Licensee's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Addendum 4. All such program terms are incorporated herein by reference.



QUOTATION

Quote #: 680675572
Customer #: 111763956
Contract #: 42AFU
Customer Agreement #: DIR SDD-1951
Quote Date: 04/18/2014
Customer Name: TX MONTGOMERY COUNTY

Date: 4/18/2014

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: TINA PASQUALE **PHONE:** 1800 - 4563355
Email Address: Tina_Pasquale@Dell.com **Phone Ext:** 5139788

GROUP: 1 QUANTITY: 2 SYSTEM PRICE: \$14,101.16 GROUP TOTAL: \$28,202.32

Description	Quantity
PowerEdge R720, Intel Xeon E-26XX Processors (210-ABVP)	2
PowerEdge R720 Motherboard, TPM (591-BBBP)	2
Dell Hardware Limited Warranty Plus On Site Service Extended Year (939-2678)	2
Dell Hardware Limited Warranty Plus On Site Service Initial Year (939-2768)	2
Dell ProSupport Plus. For tech support, visit www.dell.com/prosupport/regionalcontacts (951-2015)	2
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended (951-7896)	2
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (951-7904)	2
ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 3 Year (951-7918)	2
On-Site Installation Declined (900-9997)	2
Proactive Maintenance Service Declined (926-2979)	2
PowerEdge R720 Shipping (331-4437)	2
Risers with up to 6, x8 PCIe Slots + 1, x16 PCIe Slot (331-4440)	2
iDRAC7 Enterprise (421-5339)	2
Brocade 825, Dual Port 8Gb Fibre Channel HBA (342-7601)	4
Broadcom 5720 QP 1Gb Network Daughter Card (430-4418)	2
2.5" Chassis with up to 8 Hard Drives (317-8472)	2
Bezel (318-1375)	2
Power Saving Dell Active Power Controller (330-5116)	2
RAID 1 for H710P/H710/H310 (2 HDDs) (331-4381)	2
PERC H710 Integrated RAID Controller, 512MB NV Cache (342-3529)	2
Heat Sink for PowerEdge R720 and R720xd (331-4508)	2
Intel Xeon E5-2650v2 2.6GHz, 20M Cache, 8.0GT/s QPI, Turbo, HT, 8C, 95W, Max Mem 1866MHz (338-BDBD)	2
DIMM Blanks for Systems with 2 Processors (317-8688)	2
Heat Sink for PowerEdge R720 and R720xd (331-4508)	2

Intel Xeon E5-2650v2 2.6GHz, 20M Cache, 8.0GT/s QPI, Turbo, HT, 8C, 95W, Max Mem 1866MHz,2nd Proc (338-BDBS)	2
16GB RDIMM, 1866MT/s, Standard Volt, Dual Rank, x4 Data Width (370-AAWL)	24
1866MT/s RDIMMs (370-AAWM)	2
Performance Optimized (331-4428)	2
300GB 15K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive (342-2240)	4
Electronic System Documentation and OpenManage DVD Kit for R720 and R720xd (331-5914)	2
DVD+/-RW, SATA, INTERNAL (313-9090)	2
ReadyRails Sliding Rails With Cable Management Arm (331-4433)	2
Dual, Hot-plug, Redundant Power Supply (1+1), 750W (331-4605)	2
Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509)	4
Red Hat Enterprise Linux Non Factory Install, x64,Reqs Subscription Selection (421-4727)	2
Red Hat Enterprise Linux,1-2 Socket,3yr Subscription,1 virtual guest (421-5721)	2
Red Hat Enterprise Linux 6.5 Media Only X86_64, No Subscription,Factory Install (421-5737)	2

GROUP: 2 QUANTITY: 2 SYSTEM PRICE: \$31,056.71 GROUP TOTAL: \$62,113.42

Description	Quantity
PowerVault MD3620f, 8G Fibre Channel (210-ABIL)	2
Ship Group,MD3620F,Dell Americas Organization (340-AFFZ)	2
PowerVault MD36xxf 4G Cache Controller (403-BBDC)	2
PowerVault MD36xxf 4G Cache Controller (403-BBDC)	2
HD Multi-Select (341-4158)	2
2x SFP, Fibre Channel 8, 8Gb (331-3387)	2
2x SFP, Fibre Channel 8, 8Gb (331-3387)	2
2x SFP, Fibre Channel 8, 8Gb (331-3387)	2
2x SFP, Fibre Channel 8, 8Gb (331-3387)	2
Bezel Assembly, MD3620f (318-1144)	2
ReadyRails II Static Rails for 4-post Racks (770-BBCL)	2
Dell ProSupport Plus. For tech support, visit www.dell.com/prosupport/regionalcontacts (951-2015)	2
Dell Hardware Limited Warranty Initial Year (954-5493)	2
Dell Hardware Limited Warranty Extended Year(s) (954-5494)	2
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (954-5535)	2
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended (954-5536)	2
ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 3 Year (954-5550)	2
Installation and Implementation of a Dell PV MD3 Series SAN Environment, upto 4 Hosts (936-0409)	2
Installation and Implementation of Additional Dell PV MD1xxx Array(s) into a New PV MD SAN, Up to 3 Arrays, Add-On (936-0479)	2
Proactive Maintenance Service Declined (926-2979)	2
Power Supply, AC 600W, Redundant (332-0747)	2
Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 6 feet / 2 meter (310-9965)	2
Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 6 feet / 2 meter (310-9965)	2

License Key, PowerVault MD3 Remote Replication (421-6037)	2
License Key, PowerVault MD3 High Performance Tier with SSD Cache (421-3580)	2
License Key, PowerVault MD3 32-Snapshots and Virtual Disk Copy (331-4986)	2
200GB Solid State Drive SAS Value SLC 6Gbps 2.5in Hot-plug Drive (342-5620)	8
1TB 7.2K RPM Near-Line SAS 6Gbps 2.5in Hot-plug Hard Drive (342-2000)	40
Multi-Mode Fibre Channel Cable LC-LC 2 Meters (331-3334)	8

GROUP: 3 QUANTITY: 2 SYSTEM PRICE: \$11,764.37 GROUP TOTAL: \$23,528.74

Description	Quantity
PowerEdge R720, Intel Xeon E-26XX Processors (210-ABVP)	2
PowerEdge R720 Motherboard, TPM (591-BBBP)	2
Dell Hardware Limited Warranty Plus On Site Service Extended Year (939-2678)	2
Dell Hardware Limited Warranty Plus On Site Service Initial Year (939-2768)	2
Dell ProSupport Plus. For tech support, visit www.dell.com/prosupport/regionalcontacts (951-2015)	2
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended (951-7896)	2
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (951-7904)	2
ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 3 Year (951-7918)	2
On-Site Installation Declined (900-9997)	2
Proactive Maintenance Service Declined (926-2979)	2
PowerEdge R720 Shipping (331-4437)	2
Risers with up to 6, x8 PCIe Slots + 1, x16 PCIe Slot (331-4440)	2
iDRAC7 Enterprise (421-5339)	2
Brocade 825, Dual Port 8Gb Fibre Channel HBA (342-7601)	4
Broadcom 5720 QP 1Gb Network Daughter Card (430-4418)	2
2.5" Chassis with up to 8 Hard Drives (317-8472)	2
Bezel (318-1375)	2
Power Saving Dell Active Power Controller (330-5116)	2
RAID 1 for H710P/H710/H310 (2 HDDs) (331-4381)	2
PERC H710 Integrated RAID Controller, 512MB NV Cache (342-3529)	2
Heat Sink for PowerEdge R720 and R720xd (331-4508)	2
Intel Xeon E5-2650v2 2.6GHz, 20M Cache, 8.0GT/s QPI, Turbo, HT, 8C, 95W, Max Mem 1866MHz (338-BDBD)	2
DIMM Blanks for Systems with 2 Processors (317-8688)	2
Heat Sink for PowerEdge R720 and R720xd (331-4508)	2
Intel Xeon E5-2650v2 2.6GHz, 20M Cache, 8.0GT/s QPI, Turbo, HT, 8C, 95W, Max Mem 1866MHz, 2nd Proc (338-BDBS)	2
16GB RDIMM, 1866MT/s, Standard Volt, Dual Rank, x4 Data Width (370-AAWL)	24
1866MT/s RDIMMs (370-AAWM)	2
Performance Optimized (331-4428)	2
300GB 15K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive (342-2240)	4
Electronic System Documentation and OpenManage DVD Kit for R720 and R720xd (331-5914)	2
DVD+/-RW, SATA, INTERNAL (313-9090)	2

ReadyRails Sliding Rails With Cable Management Arm (331-4433)	2
Dual, Hot-plug, Redundant Power Supply (1+1), 750W (331-4605)	2
Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509)	4
No Operating System (420-6320)	2
No Media Required (421-5736)	2

SOFTWARE & ACCESSORIES**GROUP TOTAL: \$299.00**

Product	Quantity	Unit Price	Total
Dell Education Services - Dell PowerVault MD Overview and Administration Online Training, 1 year access (971-1987)	1	\$299.00	\$299.00

***Total Purchase Price:** **\$114,143.48**

Product Subtotal: \$114,143.48

Tax: \$0.00

Shipping & Handling: \$0.00

State Environmental Fee: \$0.00

Shipping Method: LTL 5 DAY OR LESS

(* Amount denoted in \$)

Statement of Conditions

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.

Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (www.dell.com/CTS), which incorporate Dell's U.S. Return Policy (www.dell.com/returmpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellertems).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Additional Terms for Public Customers

If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms: A. If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software. B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address, and for software downloads is based on your

"Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com. For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly. All information supplied to TX MONTGOMERY COUNTY for the purpose of this proposal is to be considered confidential information belonging to Dell.

About Dell

Dell Inc. listens to customers and delivers innovative technology and services they trust and value. Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500. For more information, visit www.dell.com.

Privacy Policy

Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit dell.com/privacy.

Spillman hardware recommendation for Imaging and mug shots.

Panasonic WV-SC385



Exhibit E

Beneficiary Enrollment Form

Depositor and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"), hereby acknowledge that **Beneficiary Company Name:** _____ is the **Beneficiary** referred to in the Escrow Agreement that supports **Deposit Account Number:** _____ with Iron Mountain as the escrow agent. **Beneficiary** hereby agrees to be bound by all provisions of such Agreement. The last date noted on the signature blocks of this enrollment shall be the Effective Date.

Authorized Person(s) Notices Table			
Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically or through regular mail to the appropriate address set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.			
DEPOSITOR		BENEFICIARY	
Print Name	Chris Kellett	Print Name	Alan B. Sadler
Title	Chief Financial Officer	Title	County Judge
Email Address	ckellett@spillman.com	Email Address	Alan.sadler@mctx.org
Street Address	4625 West Lake Park Blvd.	Street Address	501 North Thompson
Province/City/State	Salt Lake City, UT	Province/City/State	Conroe, Texas
Postal/Zip Code	84120	Postal/Zip Code	77301
Phone Number	(801) 902.1475	Phone Number	(936) 539.7812
Fax Number	(801) 902.1210	Fax Number	(936) 760.6919
Billing Contact Information Table			
Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.			
DEPOSITOR		BENEFICIARY	
<input checked="" type="checkbox"/> <i>Check if same as Authorized Person</i>		<input checked="" type="checkbox"/> <i>Check if same as Authorized Person</i>	
Company Name		Company Name	
Print Name		Print Name	
Title		Title	
Email Address		Email Address	
Street Address		Street Address	
Province/City/State		Province/City/State	
Postal/Zip Code		Postal/Zip Code	
Phone Number		Phone Number	
Fax Number		Fax Number	
Purchase Order #		Purchase Order #	

Beneficiary Enrollment Form Work Request				
Please check boxes to order services and to identify the Paying Party				
Service	Service Description	One-Time Fees	Annual Fees	Paying Party
<input checked="" type="checkbox"/> Add Additional Beneficiary	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow deposit account in accordance with the Agreement.		\$800	<input type="checkbox"/> Depositor <input checked="" type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Additional Deposit Account	Iron Mountain will set up one additional deposit account to manage and administrate access to new Deposit Material that will be securely stored in controlled media vaults in accordance with the Agreement that governs the Initial Deposit Account.		\$1,050	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add File List Report	Iron Mountain will fulfill a Work Request to provide a File List Test, which includes a deposit media readability analysis, a file listing, a file classification table, virus scan outputs, and assurance of completed deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Deposit Questionnaire) and stored Deposit Material. Deposit must be provided on CD, DVD-R, or deposited by sFTP.	\$2,500	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 1 - Inventory and Analysis Test	Iron Mountain will perform an Inventory Test on the initial deposit, which includes Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output includes a report which will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit.	\$5,000 or based on SOW if custom work required	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Deposit Tracking Notification	At least semi-annually, Iron Mountain will send an update reminder to Depositor. Thereafter, Beneficiary will be notified of last deposit.	N/A	\$450	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Dual/Remote Vaulting	Iron Mountain will fulfill a Work Request to store and manage the deposit materials in a remote location, designated by the client, outside of Iron Mountain's primary escrow vaulting location or to store and manage a redundant copy of the deposit materials in one (1) additional location. All Deposit Materials (original and copy) must be provided by the Depositor.	N/A	\$500	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Release Deposit Material	Iron Mountain will process a Work Request to release Deposit Material by following the specific procedures defined in Exhibit C "Release of Deposit Material" the Escrow Service Agreement.	\$500	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Custom Services	Iron Mountain will provide its Escrow Expert consulting based on a custom SOW mutually agreed to by all Parties.	\$200/hour	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Custom Contract Fee	Custom contracts are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.	\$750	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary

IN WITNESS WHEREOF, the Parties have duly executed this Enrollment as of the Effective Date by their authorized representatives:

DEPOSITOR		BENEFICIARY	
Signature		Signature	
Print Name		Print Name	
Title		Title	
Date		Date	
Email Address		Email Address	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	
Print Name	
Title	
Date	
Email Address	ipmclientservices@ironmountain.com

All notices to **Iron Mountain Intellectual Property Management, Inc.** should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA. Telephone: 800-875-5669. Facsimile: 770-239-9201



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Diversified Insurance Group 136 E. South Temple Street Suite 2300 Salt Lake City UT 84111	CONTACT NAME: Sandi Roundy PHONE (A/C No. Ext): (801)325-5000 FAX (A/C No.): (801)532-2804 E-MAIL ADDRESS: sroundy@diversifiedinsurance.com																					
INSURED Spillman Technologies, Inc. 4625 West Lake Park Blvd. Salt Lake City UT 84120	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td></td><td></td></tr><tr><td>INSURER B:</td><td>Travelers Indemnity of America</td><td>25666</td></tr><tr><td>INSURER C:</td><td>Travelers Property Casualty Co</td><td>25674</td></tr><tr><td>INSURER D:</td><td>Travelers Property Casualty</td><td>36161</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:			INSURER B:	Travelers Indemnity of America	25666	INSURER C:	Travelers Property Casualty Co	25674	INSURER D:	Travelers Property Casualty	36161	INSURER E:			INSURER F:		
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INSURER D:	Travelers Property Casualty	36161																				
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** All Lines 2013-2014**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			6300541P35AIND13	10/18/2013	10/18/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA0541P35ATEC	10/18/2013	10/18/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			HSMCUP0541P35ATIL13	10/18/2013	10/18/2014	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Error and Omission Liab. Ded. Per Claim \$25,000			ZPL11T351141313	10/18/2013	10/18/2014	Each Wrongful Act Limit \$3,000,000 Aggregate Limit \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of insurance

CERTIFICATE HOLDER**CANCELLATION**

Montgomery County
Darlou Zenor, Director of Purchasing
501 North Thompson Ste 405
Conroe, TX 77301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Campos/SR

PROJECT NAME: MONTGOMERY COUNTY DATA CONVERSION-

DATE: 6/1/2014

This Statement of Work sets forth the roles and responsibilities, assumptions, scope, constraints (with an estimated milestone schedule TBD) that will govern the project detailed below. The content of this document is intended to provide framework for the project processes to ensure mutual understanding, clear expectations and successful results.

PRIMARY POINTS OF CONTACT:

Spillman:	TBD,	_____	_____@spillman.com
White Box:	Derek Smith,	801.386.5013 Ext. 5016,	derek.smith@whiteboxt.com
Montgomery County:	TBD	_____	_____

PERIOD OF PERFORMANCE: May 20, 2014-November 30, 2015

PROJECT SUMMARY: Full conversion of legacy Ableterm and Aleir systems data for use in Spillman RMS modules and full conversion of legacy Enroute data for use in Spillman CAD; according to the availability and completeness of the source data and target modules, all of the fields and tables within the various functional areas will be populated to the fullest extent possible as outlined in Section 1.

Conversion of legacy Mcdonald Douglas and Sperry/EAI systems data to a SQL server format for use in an archived database for use with the Spillman Insight Query tool as outlined in Section 2.

Roles and responsibilities:

Spillman

- Implementation Manager
 - Work to facilitate sign off of Table Mapping Document, adherence to schedule, and issue resolution
 - Inform White Box of issues impacting conversion
 - Load converted data into target database for customer testing and delivery
 - Report conversion issues to White Box in a timely manner following a delivery, including necessary details to research and resolve
- Application & Database Subject Matter Expert
 - Cooperate with White Box to provide prompt assistance answering technical questions
 - Review and sign off on Table Mapping Document

Montgomery

- Legacy System Subject Matter Expert and IT Support
 - Work with White Box to retrieve data and layout information from legacy system in a usable format
 - Inform White Box of issues impacting conversion
 - Ensure prompt and accurate delivery of source data for mock and final data extraction
 - Promptly answer technical and/or business operation questions
 - Review, provide feedback and approve Table Mapping Document and mock conversion per schedule
 - White Box will provide a code mapper tool for Montgomery's use to provide, generate and validate code maps for use in the conversion

White Box

- Project Manager
 - Manage project scope, schedule, and performance
 - Coordinate conversion activities with Spillman
 - Work with Spillman to resolve issues
- Data Analyst/Engineer

- Work with Spillman and Montgomery to develop the conversion rules and resolve issues identified during mock(s) and final conversion, Retrieve and prepare source data and setup other applicable systems, build, test, run conversion and deliver converted data

Section 1-Full Data Conversion of Ableterm/Aleir/Enroute into Spillman:

Assumptions and Constraints for Full Conversion into Spillman:

- For data being converted into Spillman, this project includes three mock conversions and one final conversion, consisting of the source data provided to White Box Technologies. Data must be in either a CSV, flat files with table header layouts or in a portable (e.g. SQL) format.
- Spillman will provide the code tables populated with Montgomery data in a timely manner to support the data mapping and conversion
- Images are included in this conversion where applicable
- A project schedule will be developed and mutually agreed to during the initiation of this project. Any delay in the delivery of milestones or related sub-steps to the schedule, which is the responsibility of Spillman or Montgomery, can result in a day-for-day delay in subsequent milestones that White Box is responsible for.
- Following a White Box deliverable, unless otherwise specified Spillman or Montgomery has 15 business days to report any issues. If White Box receives no response within that time, the deliverable will be considered accepted as delivered and if tied to a billable milestone, deliverable will be invoiced. Issues reported after that period of time will be resolved on a case by case basis and may or may not be subject to additional charges and / or a change request.
- White Box will not be responsible for de-duplication of legacy data with in-service data although the Spillman name merge utility will be applied to the conversion, 100% success rate of duplicate records is not guaranteed
- Any addresses that are part of the data conversion will not be geo verified for Spillman use
- Code, configuration and maintenance tables will not be populated in the target system by White Box
- Work performed under this SOW is under warranty by White Box for forty five (45) business days following delivery of the final conversion. Errors or omissions in converted data that result from application, database, or source data changes by Spillman or Montgomery following acceptance of the Table Mapping document and/or mock conversion are not included in this SOW.

Estimated Key project milestones (full conversion into Spillman):

Estimated Date	Milestone	Responsibility
TBD	Deliver Source data and code tables to White Box	Spillman /Montgomery
TBD	Deliver Table Mapping Document	White Box
TBD	Sign off on Table Mapping Document and code mapping (within 15 business days of TMD delivery)	Spillman / Montgomery
TBD	Deliver first mock converted data and Exception Report(s)	White Box
TBD	Cut off for providing feedback on mock conversion (within 15 business days of Mock delivery)	Spillman
TBD	Deliver second mock converted data and Exception Report(s)	White Box
TBD	Cut off for providing feedback on mock conversion (within 15 business days of Mock delivery)	Spillman /Montgomery
TBD	Deliver third mock converted data and Exception Report(s)	White Box
TBD	Cut off for providing feedback on mock conversion (within 15 business days of Mock delivery)	Spillman /Montgomery
TBD	Deliver source data for go live	Spillman /Montgomery
TBD	Deliver final converted data and Exception Report(s)	White Box
TBD	Cut off to sign and return project acceptance form or report issues	Spillman
TBD	Cut off for reporting post conversion issues (45 business day Warranty period)	Spillman/Montgomery

It is expected that the converted data will be implemented at the same time as the cut over to the Spillman system.

Source System(s) (Full Conversion into Spillman):**Source: Ableterm:**

- Source systems and data format: Tyler Ableterm
- Number of total source tables: Unknown, estimated to be between 500-700 tables (while some data was received, White Box estimates there is still data that will need to be extracted and analyzed to be included for the conversion)
- Number of Source Tables needing Analysis and Conversion: Estimated that no more than 120 total source tables (a final list of tables to be converted will be established prior to the beginning of the project and will be included as an Addendum to the SOW). If additional tables beyond the 120 need to be converted a Change Request may be issued
- Source data delivered to White Box Technologies: 3/14/2014 (partial)
- Target Modules in scope: Spillman RMS
- Modules out of scope: Any not listed above including CAD, JMS

Source: ALEIR

- Source systems and data format: Aleir,
- Number of total source tables: 87
- Number of Source Tables needing Analysis and Conversion: No more than 23 total source tables (a final list of tables to be converted will be established prior to the beginning of the project and will be included as an Addendum to the SOW). Since data has not been received by White Box to verify the overall scope, if additional tables beyond the 30 need to be converted a Change Request may be issued
- Source data delivered to White Box Technologies: Not received, (table count only).
- Target Modules in scope: Spillman RMS
- Modules out of scope: Any not listed above including CAD, JMS

Source: Enroute

- Source systems and data format: Enroute,
- Number of total source tables: 27
- Number of Source Tables needing Analysis and Conversion: No more than 17 total source tables (a final list of tables to be converted will be established prior to the beginning of the project and will be included as an Addendum to the SOW). Since data has not been received by White Box to verify the overall scope, if additional tables beyond the 20 need to be converted a Change Request may be issued
- Source data delivered to White Box Technologies: Not received, (table count only).
- Target Modules in scope: Spillman CAD
- Modules out of scope: Any not listed above including RMS, JMS

In Scope Service (Full Conversion into Spillman):

The following table outlines the services that are considered within the scope of this SOW.

Baseline Services	
Service	Definition
Data Conversion	Changing digital data from one format to another so it can be used in another software application. The scope of this SOW includes three mock conversions and a final conversion.
Data Standardization	Converting accepted (not misspellings) data values that represent the same information into a single unified, recognized, and accepted structure as required by the target system.
Base Data Cleansing	Removing or defaulting data in a database that is inaccurate, incomplete, duplicated, or improperly formatted, so it will load into the target database and not cause the application to crash.
Data Defaulting	Based on predefined business rules, assigning a specific value to a field in the target database that is different than the corresponding value in the source database.
Data Exception Report(s)	Reports that provide qualitative analysis of the source data and identify missing, incorrect, or incorrectly formatted data elements required by the target database or application. (Note: If the source data problems are not corrected or defaulted, the target application will be inaccurate or may crash or will have limited reliability.)
Release Notes	Report developed at the time of conversion data delivery that outlines mapping document version, the source and target database and application version, the tables and modules populated, and any known issues.
Duplicate Names Reports	Reports to indicate the exactly matched name records and the potential name record matches, per the criteria provided by Spillman to determine duplicate entities.
Data Alteration Report	Report to indicate records that have been truncated in order to insert into the database. The records are logged with the table, field, and primary key of the target record so that the full original value is not lost.
Image Conversion	Converting digital images that were used in one application, for use in another software application. May also require changing the format of the images so that they function in the new application

Out of Scope (Full Conversion into Spillman):

The following table outlines the services that are considered outside the scope of this SOW. Spillman/Montgomery is requested to submit a Change Request in order to include any of these optional services within the scope of this SOW. Note that additional services may result in added cost and/or schedule delay.

Optional Services	
Service	Definition
Additional Conversions	Re-run of the conversion process above and beyond those agreed to be within scope.
Address Validation	Validates and standardizes address against USPS database
Custom Reports	Reports to indicate data that meets a certain criteria provided by Spillman / Montgomery
Additional 3rd party Validation	Review and correction of legacy data through use of third party commercially available reference applications to provide assurance that data is adequate for its intended use
Enhanced Data Cleansing	Amending, correcting, removing, or defaulting inaccurate, incomplete, duplicated, or improperly formatted source data beyond that which is required to load the data properly in the target application
Data Augmentation	Adding new or derived data necessary or desired in the target system but not available in the source. (Also called data enrichment). This includes changing the intent of the source data
Financial Data Conversion	Any data that has financial components (fees, obligations, payments etc). that needs to be calculated, converted and populated into the target application.

Section 2-White Box Archival Conversion:

As of the date of this SOW, White Box has not yet received the data from the EAI and McDonald Douglas legacy systems and has only received a total table and record count of the data in the systems, which is included as Attachment A. As such, the following portion of this SOW will need to be validated and verified that the below is feasible once data has been received.

It is assumed that as part of this SOW White Box will/can convert the specified tables from the legacy Sperry(EAI)/McDonald Douglas systems to a SQL server format. This data will then reside on a separate server and not be populated into the Spillman production system. Utilizing the Spillman API, White Box will develop a basic web service that will communicate via Spillman's Insight Connector to the converted SQL data for querying and historical data lookups.

Assumptions and Constraints:

- Montgomery County will provide to White Box the data in a portable format to convert e.g. .CSV or flat files with table header layouts. The data is relegated to 13 tables between the two legacy systems as outlined in attachment A.
- White Box will not be analyzing, populating, migrating, cleansing or manipulating the converted SQL data into Spillman or any other Montgomery County system.
- A project schedule and detailed work plan with technical requirements will be developed and mutually agreed to prior to the initiation of this phase of the project.
- White Box assumes that all software and hardware costs are already accounted for by Montgomery County including Spillmans Insight connector, a server to house the SQL data, as well as a SQL database license. Any/all software or hardware needed for this portion of the SOW is the responsibility of Montgomery County.
- Montgomery County will set up a test environment that White Box can utilize for testing purposes, as well as access to any required hardware or software, prior to production
- Data converted to SQL with the ability of Insight to query is limited to RMS data only. Not all data from Attachment A can nor will have the capability to be viewed or searched through Spillman insight. Only data specific from the source systems that includes Names, Vehicles and Property will be able to be viewed and searched through Insight. If other data outside of Names, Vehicles and Property needs to be linked in order to view, a change request will be issued.

Estimated Key project milestones (Archival Data Conversion):

Estimated Date	Milestone	Responsibility
TBD	Deliver Source data and code tables to White Box	Spillman /Montgomery
TBD	Develop Technical Specifications/Requirements	White Box/Montgomery
TBD	1 st convert to SQL	White Box
TBD	Deliver first mock converted data and interface test	White Box
TBD	Cut off for providing feedback on mock conversion (within 10 days of Mock delivery)	Spillman/Montgomery
TBD	Develop and finalize interface build-test as needed	White Box
TBD	Deliver source data for go live	Spillman /Montgomery
TBD	Deliver final converted data and Exception Report(s)	White Box
TBD	Cut off to sign and return project acceptance form or report issues	Spillman
TBD	Cut off for reporting post conversion issues (30 day Warranty period)	Spillman

Accepted:

Spillman

(Authorized Signature)

Name: _____

Title: _____

Date: _____

Accepted:

Montgomery County

(Authorized Signature)

Name: _____

Title: _____

Date: _____

Accepted:

White Box

(Authorized Signature)

Name: Derek Smith

Title: Project Services

Date: June 5, 2014

Attachment A: Tables for potential use with Insight Connector

The below tables and records may potentially be used for the Insight Connector portion of this SOW where applicable. Not all tables and records have the capability to be used with Insight and will need to be validated once copy of the data is received. Any tables not part of this list will be subject to a change order.

File	# Records	Age Record # attb	
MD.RECORDS	58497	54	
MD.RECORDS.HIST	18358	54	
MD.PROPERTY	16000	22	
MD.WARRANTS	54782	50	
MD.WARRANT.1	44738	20	
MD.REC.ASSN	34725	2	
MD.INFO	19537	300	OLD BOOKING INFO
MD.TRACKING	32615	50	OLD CITATIONS
MD.INCAR	1254	300	OLD BOOKING INFO
HIST.OFF.REPORTS	214836	108	SPERRY OFF REPORTS?
HIST.PROPERTY	26417	11	
HIST.PROPERTY.DET	77578	26	
HIST.SUP.DATA	52443	20	