AGREEMENT made this ___ day of _____, 2012 by and between The City of Rapid City and Pennington County (the "Licensee"), having its principle place of business at 300 Sixth Street, Rapid City, South Dakota and 300 Kansas City Street, Rapid City, South Dakota, respectively, and Zuercher Technologies LLC ("Licensor"), having its principal place of business at 3720 W 69th St, Ste 200, Sioux Falls, South Dakota.

SOFTWARE LICENSE AND SERVICE AGREEMENT
TERMS AND CONDITIONS

1. License

1.1 Grant of the License
Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee, and Licensee accepts, a limited, non-transferable and non-exclusive license to use only for Licensee's own business purposes, the computer programs in object code form and any updates, enhancements, modifications, revisions, additions, replacements or conversions thereof (collectively, the "Software") as set forth or identified in Addendum A.

1.2 Copies and Modifications
Unless otherwise agreed to in writing by Licensor, no identifying marks, copyright or proprietary right notices may be deleted from any copies of the Software made by Licensee. Licensee shall not decompile, or create by reverse engineering or otherwise, the source codes from the object code supplied hereunder, or adapt the software in any way or use it to create a derivative work. Licensor shall not be responsible in any way for Software performance if the Software has been modified.

2. Delivery, Fees Payment

2.1 Delivery of Software to Licensee
The Software shall be delivered in executable object code form only. Licensor shall initially deliver and install copies of the Software as set forth in Addendum A. Except as stated in Addendum C, Licensor shall not be responsible for providing any updates, enhancements, modifications, revisions, additions, replacements, conversions or maintenance to the Software.

2.2 Fees
Upon execution of the Agreement, Licensee shall pay Licensor the fees on the due dates set forth in Addendum B.

2.3 Payment

Licensee shall pay invoices received from Licensor by the date due according to the terms of this Agreement. If Licensee fails to pay any amount due within forty-five (45) days of invoice date, Licensee shall pay late charges of one and one half percent (1.5%) or the highest allowed by law, whichever is lower, per month on such balance.

2.4 Installation and Acceptance

Licensee acknowledges that the Software shall be deemed accepted on the date of notification in writing by the Licensor that the installation is complete, unless Licensee notifies Licensor in writing within sixty (60) days after delivery thereof of any material non-conformity in the Programs as compared with the Documentation. In the event that Licensee does so notify Licensor, Licensor shall promptly begin to use its reasonable efforts to correct non-conformity in the Programs and will again send notification in writing that the installation is complete. The acceptance will be dated at the new notification. Acceptance can also be acknowledged by putting the software system into production.

3. Other Rights and Obligations

3.1 Proprietary Rights

Licensor represents that it is the owner of or otherwise has the rights to the Software and that it has the right to grant the License. Licensor retains title to the Software and any other deliverables hereunder, including, without limitation, all copies and audiovisual aspects thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. Licensee shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Software or in any other deliverables hereunder, which shall be confidential information of Licensor and the sole and exclusive property of Licensor. Licensor hereby expressly reserves any right not expressly granted to Licensee by this Agreement. No identifying marks, copyright or proprietary right notices may be deleted from any copy of the Software provided to or made by Licensee.

3.2 Trademarks and Trade Names

Any and all trademarks and trade names, which Licensor uses in connection with the License granted hereunder, are and shall remain the exclusive property of Licensor. Nothing contained in this Agreement shall be deemed to give Licensee any right, title or interest in any trademark or trade name of Licensor.

3.3 Confidentiality

Except as otherwise provided in this Agreement, Licensee shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software to others. Licensee shall use its reasonable best efforts to cooperate with and assist Licensor in identifying and preventing any

unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein.

Licensor shall not transfer, disclose, publish or otherwise make available any confidential, proprietary or privileged information possessed by or under the control of Licensee that Licensor may have access to while fulfilling its obligations under the terms of this Agreement unless specifically authorized in writing by Licensee. Licensor shall use its reasonable best efforts to cooperate with and assist Licensee in identifying and preventing any unauthorized use, copying or disclosure of any information as described herein.

3.4 Termination for Breach
Licensor may immediately terminate this Agreement, including all license rights granted herein, in the event Licensee breaches any of its material confidentiality obligations regarding the Software.

3.5 Non-Confidential Information
Confidentiality obligations of the parties shall not extend to information that: is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party;
  (a) was known to the receiving party at the time of its disclosure and such knowledge can be proven by documentation;
  (b) is independently developed by the receiving party;
  (c) is subsequently learned from a third party not under a confidentiality obligation to the providing party; or
  (d) is required to be disclosed pursuant to court order, subpoena, or government authority, whereupon the receiving party shall provide notice to the other party prior to such disclosure.

3.6 Disclaimer of Warranty
The warranty set forth in Addendum C is the only warranty made by Licensor. Licensor expressly disclaims, and Licensee hereby expressly waives, all other warranties, express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose.

3.7 Legal Relationship
It is expressly understood by the Licensee and Licensor that the Licensor shall not be construed to be, and is not, an employee of the Licensee. Licensor shall provide services to the Licensee as an independent contractor with control over the time, means and methods for accomplishing the services outlined in this Agreement. Licensor agrees to be solely responsible for the payment of any federal, state, social security, Medicare, local or other applicable taxes from the funds

received under this Agreement. The Licensor also accepts total responsibility for any liability protection or other insurances as required by law and this Agreement. The Licensor further acknowledges that he/she is not entitled to such benefits as holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment.

3.8 Insurance Provision

Licensor, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

Commercial General Liability Insurance

Licensor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than $1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.

Professional Liability Insurance or Miscellaneous Professional Liability Insurance

Licensor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than $1,000,000.00.

Business Automobile Liability Insurance

Licensor shall maintain business automobile liability insurance or equivalent form with a limit of not less than $200,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

At Licensee's request, Licensor shall provide properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days prior written notice to the Licensee.

4. Limitation of Liability

The aggregate liability of Licensor for any reason and upon any cause of action or claim, including but not limited to breach of contract, breach of warranty, indemnity, negligence, strict liability, misrepresentation, and other torts, shall be limited to twice the amount of fees paid to Licensor.

5. Termination

5.1 By Licensor

In addition to various other express rights of Licensor to terminate this Agreement set forth herein, Licensor shall also have the right to terminate this Agreement immediately and cancel any unfulfilled portion of it by written notice to Licensee if: (i) Licensee becomes bankrupt or insolvent or enters into any arrangement or composition with its creditors or if a receiver is appointed to direct the business of Licensee, or (ii) if Licensee sells or assigns its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer or assets, sale of stock, operation of law or otherwise, of (iii) upon Licensee's breach of the License or confidentiality and nondisclosure provisions contained herein, or (iv) upon a violation of Licensor's proprietary rights hereunder. Licensor shall have the rights to terminate this Agreement upon thirty (30) days prior notice upon any breach of any other material provision of this Agreement by Licensee. The termination of this Agreement shall automatically terminate and extinguish the License.

The contract depends upon the continued availability of appropriated funds and expenditure authority from the Licensee's County Commission and Common Council for this purpose. If for any reason the Licensee's County Commission or Common Council fails to appropriate funds or grant expenditure authority, or funds become unavailable by operations of law or federal reductions, this agreement will be terminated by the Licensee. Termination for any of these reasons is not a default by the Licensee nor does it give rise to a claim against the Licensee.

5.2 Termination for Cause

Licensee may terminate this Agreement for cause based upon the failure of Licensor to comply with the terms and/or conditions of the Agreement; provided that the Licensee shall give the Licensor written notice specifying the Licensor's failure. If within thirty (30) days after receipt of such notice, the Licensor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Licensee may, at its option, place the Licensor in default and the Agreement shall terminate on the date specified in such notice. Licensor may exercise any rights available to it under South Dakota law to terminate for cause upon the failure of the Licensee to comply with the terms and conditions of this Agreement; provided that the Licensor shall give the Licensee written notice specifying the Licensee's failure and a reasonable opportunity for the Licensee to cure the defect.

5.3 Post-Termination Obligations

All provisions hereof relating to Licensor's or Licensee's proprietary rights, confidentiality, non-disclosure and non-solicitation shall survive the termination or expiration of this Agreement. Any fees due as per Addendum B for work completed prior to termination shall still be paid by Licensee. Upon termination, Licensor shall reimburse Licensee for any fees paid for which services have not yet been rendered or for products purchased that have not been delivered.

6. Miscellaneous

6.1 Entire Agreement

This agreement, and any exhibits specifically incorporated therein by reference, constitutes the entire agreement between the parties with respect to the subject matter. These documents supersede and merge all previous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between parties with respect to the subject hereof.

This Agreement may not be modified except by a writing subscribed to by authorized representatives of both parties.

6.2 Force Majeure

Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to cause beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to the time lost because of such delay.

6.3 Governing Law

This Agreement and performance hereunder shall be governed by the law of the State of South Dakota, without giving effect to the principles of conflict of law of such state or international treaties.

6.4 Assignment

This Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their permitted successors in interest and permitted assigns. Licensee may not assign, without the prior written consent of Licensor, which consent shall not be unreasonably withheld, Licensee's rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

6.5 Notice

Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt hereof; (ii) if mailed, 7 days after deposit in the U.S. mails, postage prepaid, certified mail, return receipt requested. All notices shall be addressed to the parties at the addresses set forth on the first page hereof.

6.6 Survival

All provisions of this Agreement relating to proprietary rights, confidentiality, non-disclosure or to payment of fees by Licensee or Licensor shall survive the termination of this Agreement.

6.7 No Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

6.8 Enforceability

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

6.9 Remedies

Unless otherwise specified herein, the rights and remedies of both Parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in equity.

6.10 Headings

The headings of the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

6.11 No Third Party Beneficiaries

The Parties agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, and that there are no third party beneficiaries as to this Agreement or any part of specific provision of this Agreement.

6.12 Limitation of Actions

No action, regardless of form, arising out of or relating to this Agreement or the subject matter hereof may be brought by either party more than two (2) years after the cause of action has initially arisen, with the exception of either party's breach of its confidentiality or non-disclosure obligations herein or Licensee's violation of Licensor's proprietary rights in the Software or any other software owned or licensed by Licensor.

6.13 Non-Discrimination

Licensor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Licensor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Licensor agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by Licensor, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.

6.14 Change Orders

Change orders and out-of-scope work will be defined by written agreement. Unless otherwise agreed to by the parties, hourly out-of-scope work will be priced and billed in accordance with Addendum B of this Agreement.

7. Licensee Obligations

7.1 Project Management

Licensee shall provide one primary Project Manager to be the main point of contact for the Licensor. The designated Project Manager will be responsible for managing and coordinating the Licensee's resources to complete assigned project tasks and activities. The Project Manager will also be responsible for designating persons responsible for specific roles as needed, such as System Administrator and / or Hardware Project Manager, and ensuring that tasks assigned to these individuals are completed.

The Project Manager will also be responsible for sign-offs of various project documents and will have the authority to speak for Licensee from a project perspective.

Licensee's dedicated Project Manager: _____

7.2 Data Conversion

Licensee shall provide data for conversion in one of the following compatible formats: MS SQL .bak files with db version and credential information, MySQL .dump or .sql files with db version and credential information, Postgres .sql files with db version and credential information, MS Access 2003 or newer, CSV files with column headers, or Oracle Version 10g or Newer.

Licensee has read and agrees to all of the attached and incorporated terms and conditions.

The City of Rapid City

Mayor Sam Kooiker

_____   _____
Signature   Date

Attest: _____   _____
                Finance Officer   Date

Pennington County

Chairman of the Pennington County Commission

_____   _____
Signature   Date

Attest: _____   _____
                Auditor   Date

Zuercher Technologies LLC
Michael Zuercher
President

_____   _____
Signature   Date

Addendum A – Statement of Work

Licensor will provide a software system made up of the ledsSuite software, hardware, and services specified in Addendum B:

Licensee has completed substantial due diligence related to the functionality and capability of all software and hardware and related to the scope of all services. During this due diligence, Licensor has agreed to provide the following features not currently found in the ledsSuite system.

1. Unit recommendation will be modified to allow creating run cards based on one or more incident codes ("CFS types") and one or more map polygon areas. Each run card will allow administrators to specify specific "preferred" units and will allow recommendations to be multiple levels deep.
2. CFS Window and Unit Window filters will allow filtering of calls for service by agency(s) or unit recommendations on a per console (dispatch work station) basis. This will allow individual consoles to be discipline driven, only seeing calls for service for the agencies handled by that console.
3. CAD administrators will have the ability to designate units as "cross-manned" with other units. Once a cross manned unit is dispatched to a call for service, its related cross-manned unit will also be made unavailable to be recommended for other calls for service. When the dispatched unit is available, the cross-manned unit will also be made available.
4. Unit recommendation will be modified to allow the creation of "address run cards" which create an exception and take priority over the map polygon area.
5. In addition to the existing "auto-recommend" method, unit recommendation will be modified to allow specifying exact units (or placeholder/dummy units) to recommend and multiple levels of backups if the preferred units are not available.
6. Address verification will be expanded to show statuses equivalent to the following: Verified Centerline Data, Verified Address Point, Partial Match, and Not Verified/No Match.
7. The CFS screen will be extended to allow it to be broken out into a separate CAD window. This will allow multiple CFS entry forms to be shown on the screen at the same time.
8. A 'swap' command will be added to swap two units' assignments.
9. The command line will allow recent commands to be called up, modified, and re-executed.
10. The tow rotation module will allow users to override normal rotation and place a tow company back at the top of the rotation list.
11. Incident codes will allow administrators to specify default modifiers.

12. Rip and Run will automatically print to a network printer associated to a fire station when a unit from that station is dispatched.
13. A "Ready for Dispatch" function and check box (or equivalent) will be added. A new call for service being entered will not be routed or made visible to the proper dispatch console until the check box is checked by the call taker.
14. The CAD command system admin section will be expanded to allow administrators to create and define custom CAD commands.
15. A "Protection Order" module will be added.
16. The ability to make common names based solely on lat/lon coordinates will be added.
17. CAD Administrators will have the ability to control the order in which map layers are listed and made visible to CAD users, similar to how an ESRI ArcMap MXD file functions.
18. Multiple CAD Paging interfaces will be supported – upon delivery, CAD paging via the County Zetron paging terminal (driven by CAP codes) and the County E-mail server for paging to wireless devices as a text message (driven by email addresses such as 60538111234@vtext.com). Additional future standard CAD paging interfaces will be supported for an additional cost.
19. CAD paging will automatically be initiated by the Dispatch command or by accepting recommended units, to any units set to receive CAD page messages.
20. A "custom CAD paging" interface will be delivered that will allow CAD Administrators to customize the CAD page message being sent, to include being able to specify at the beginning of the page message, which agency or unit(s) is being paged. The custom CAD paging interface will not only allow Administrators to select which CAD data fields are sent and in what order, but also remove certain field headers such as those produced by ProQA, from the final CAD page message.
21. The ProQA interface will be for the Platinum product.
22. Mile Markers will be a GIS point layer and will be locatable as a verifiable location in a call for service.
23. Common Names will be tabular data maintained in ledsSuite and will be locatable as a verifiable location in a call for service. In addition, the Common Name system admin section will allow "batch importing" from an Excel file.
24. Arbitrary places, currently in a GIS layer, will be entered as Common Names in ledsSuite.
25. Alias street names will be tabular data maintained in ledsSuite and will be substituted to real street names before verification takes place.
26. A mechanism for "pushing" calls from one console to another will be devised.
27. Automated queries: The following specific common queries will automatically be run and the results attached to the call for service when names or vehicles are entered as described:

a. NCIC Check on a person: When entering a person in a call for service, whether it is in a form or through dynamic information displayed in CAD as part of Zuercher's intuitive capabilities. The information needed to run the query would be the person's name and DOB if having to be entered manually into a form. Either way entered, the information should be returned to both the NCIC message window and "attach" the information to the CFS.

b. NCIC Check on a person: When entered or ran from the command line. The Information needed is name, additional info (requestor info, etc.), CFS# (or someway to identify the call for service this is related to), DOB, Sex, and State. All fields with the exception of the additional information field would be required. The reason the state is included in this query is because it actually is querying to the driver's license database which automatically queries NCIC. Information should return to not only the NCIC message window but "attach" the information to the CFS.

c. Vehicle Registration Check by license plate: When entering a vehicle in a call for service, whether it is in a form or through dynamic information displayed in CAD as part of Zuercher's intuitive capabilities. The information needed to run the query would be the license plate and state if having to be entered manually into a form. Either way, the information should be returned to both the NCIC message window and "attach" the information to the CFS.

d. Vehicle Registration by license plate: When entered or ran from the command line. The information needed is plate number, additional information, CFS#, plate type (should default to PC unless another type is entered);State. All fields with the exception of the additional information field would be required. Information should return to not only the NCIC message window but "attach" the information to the CFS

e. Vehicle Registration Check by Vin – information needed is vin number, additional information, CFS#. All fields with the exception of the additional information field would be required. Information should return to not only NCIC message window but "attach" the information to the CFS.

f. Driver's License Check by OLN – information needed is DL#, additional information, CFS#, State. Information should return to not only the NCIC message window but "attach" the information to the CFS.

g. NCIC Check on a gun – information needed is serial number; additional information; CFS, make, model, caliber. The only fields required to have information is the serial number and the CFS. Information should return to not only the NCIC message window but "attach" the information to the CFS.

28. CAD will allow calls for service to be stacked to any unit and when the unit clears its current call, the oldest or highest priority stacked call will be automatically dispatched to

the unit as well as sent to the units mobile terminal without manual intervention of the dispatcher.

29. A Command Line Traffic Pursuit Mode equivalent will be built to allow a command line to be "locked" to a specific CFS for entering log messages easily.
30. Paging will be extended to allow inclusion in CAD commands. This will allow pages to be automatically sent as part of the 'dispatch' command.
31. Paging will support CAP codes which will be assigned to personnel.
32. "360 day" interest will be supported in ledsCivil.
33. A priority field will be added to civil processes.
34. Attached documents in the personnel section will support categories and subcategories, which will have their own permissions for access.
35. A list of agency positions will be added to the personnel section and a unique number will be assigned to each position to aid in tracking of turnover in each position, how long that specific position has been open, etc.
36. The ability to seal a warrant will be added.
37. A blood type field will be added to the personnel record.
38. ledsMobile will allow the mobile map to be embedded in a small section the main mobile screen rather than having to be a separate window.
39. The ledsJail wristband printing will allow printing more than one copy of an inmate's wristband on one page.
40. A way to print an inmate card similar to the one currently used by the jail will be added.
41. ledsJail activities will be enhanced to allow administrators to restrict which users can see the comments field for a given activity type.
42. Inmate billing will be extended to support any billing rules currently in the existing CCSO JMS system.

Licensor is not obligated to provide any other additions or modifications to the ledsSuite as part of this contract.

Addendum B – Payment Schedule

Software		Qty	Price	Total
ledsSuite Base	Per System	1	$ 20,000	$ 20,000
ledsSuite Training/Testing Server (Hardware purchased seperately)	Per System	1	$ 6,500	$ 6,500
ledsSuite Warm Standby (Hardware purchased seperately)	Per System	1	$ 12,000	$ 12,000
ledsCAD Base	Per System	1	$ 25,000	$ 25,000
ledsCAD Seats (Multi-Jurisdictional) (Dispatch)	Per Seat	10	$ 9,500	$ 95,000
ledsCAD Seats (Multi-Jurisdictional) (Admin)	Per Seat	4	$ 9,500	$ 38,000
ledsCAD Seats (Multi-Jurisdictional) (Command Center)	Per Seat	2	$ 9,500	$ 19,000
ledsCAD Seats (Training Room)	Per Seat	11	Included	Included
ledsCAD Backup CAD (Firestation)	Per Seat	5	$ 2,500	$ 12,500
ledsCAD View Only	Concurrent	4	$ 795	$ 3,180
ledsCAD E911 (ANI/ALI) Interface (Plant CML)	Included	1	Included	Included
ledsCAD ProQA (Dispatch)	Per Seat	10	$ 3,500	$ 35,000
ledsCAD ProQA (Leslie)	Per Seat	1	$ 3,500	$ 3,500
ledsCAD ProQA (Firestation)	Per Seat	5	$ 3,500	$ 17,500
ledsCAD ProQA (Training Room)	Per Seat	11	Included	Included
ledsCAD One Way Data Export (FireHouse)	Per Data Feed	1	$ 2,500	$ 2,500
ledsCAD Paging Interface (Zetron Console)	Per System	1	$ 6,500	$ 6,500
ledsCAD Rip and Run (Fax & Email)	Included	1	Included	Included
ledsMapping GIS Data Prep Work - Assist GIS with first prep	Varies	1	$ 4,500	$ 4,500
ledsMapping (CAD) Licenses (Includes ESRI Licenses)	Concurrent	16	$ 3,500	$ 56,000
ledsMapping (CAD) Licenses (Includes ESRI Licenses) (Training Room)	Concurrent	11	Included	Included
ledsMapping (CAD) Licenses (Includes ESRI Licenses) (Firestation)	Concurrent	5	$ 3,500	$ 17,500
ledsMapping Crime Analysis Base	Per System	1	$ 7,500	$ 7,500
ledsMapping Crime Analysis Licenses (Includes ESRI Licenses)	Per Seat	2	$ 3,500	$ 7,000
ledsRecords Base (Includes 5 Concurrent Licenses)	Per System	1	$ 54,000	$ 54,000
ledsRecords Additional Agency (Same Server)	Per Agency	1	$ 17,500	$ 17,500
ledsRecords Licenses (Includes ConnectSD)	Concurrent	50	$ 1,850	$ 92,500
ledsRecords SD TraCS Interface	Per System	1	$ 5,500	$ 5,500
ledsRecords APS Interface (Citation/PDF Import)	Per Agency	1	$ 5,500	$ 5,500
ledsRecords Document Imaging Interface (ITX)	Per System	1	$ 7,500	$ 7,500
ledsAdministration Base (Includes 5 Concurrent Licenses)	Per System	1	$ 11,500	$ 11,500
ledsAdministration Additional Agency (Same Server)	Per Agency	1	$ 8,750	$ 8,750
ledsAdministration Licenses	Concurrent	10	$ 950	$ 9,500

		Qty	Price	Total
ledsCivil Base (Includes 5 Concurrent Licenses)	Per System	1	$ 16,500	$ 16,500
ledsFinancial Base (5 Concurrent Licenses)	Per System	1	$ 17,500	$ 17,500
ledsMobile Server / Software (Software Only)	Per System	1	$ 8,500	$ 8,500
ledsMobile CAD (Includes NCIC Basic Client)	Per Unit	85	$ 450	$ 38,250
ledsMobile Records	Per Unit	72	$ 950	$ 68,400
ledsMobile Mapping (Includes ESRI Licenses)	Per Unit	85	$ 550	$ 46,750
ledsMobile APS Interface (Query & Populate)	Per Unit	30	$ 100	$ 3,000
ledsJail (Includes 5 Concurrent Licenses)	Per System	1	$ 41,000	$ 41,000
ledsJail Additional Client Licenses	Concurrent	35	$ 1,695	$ 59,325
ledsJail Standard Motorola / Morphotrack AFIS Interface	Per System	1	$ 6,500	$ 6,500
ledsReporting	Included	1	Included	Included
ledsSuite NCIC Interface Full Query Access	Per System	1	$ 10,000	$ 10,000
ledsSuite NCIC Full Query Licenses	Per Workstation	54	$ 1,500	$ 81,000
Software Total				$ **997,655**

Hardware	Qty	Price	Total
Barcode printer for evidence	4	$ 650	$ 2,600
Barcode wired scanner for evidence	1	$ 250	$ 250
Panasonic U1 for portable evidence scanning / management	3	$ 4,500	$ 13,500
Electronic signature pads	9	$ 495	$ 4,455
Micr Printer	1	$ 650	$ 650
Mugshot Camera Package	3	$ 1,500	$ 4,500
Hardware Total			$ **25,955**

Services		Qty	Price	Total
Dedicated Project Manager (Includes Travel)	Per Project	1	$ 79,812	$ 79,812
System Administrator Training / Data Collection (Includes Travel, Minimum 3 Consecutive Days)	Per Day	10	$ 1,295	$ 12,950
Training Days (Includes Travel, Minimum 3 Consecutive Days)	Per Day	55	$ 1,295	$ 71,225
Go-Live Days (Includes Travel, Minimum 3 Consecutive Days) - 2 people for 4 days	Per Day	8	$ 1,295	$ 10,360
Conversion of New World data relevant to any purchased ledsSuite modules.	Per Module	1	$ 20,000	$ 20,000
Services Total				$ **194,347**

Total Purchase (Software & 1st year Support Included)					$ **1,217,957**
Annual Support (After 1st Year) 24x7x365					$ **163,798**

The above pricing will be discounted to $1,125,000. The annual support and maintenance amount for year two, which begins one year after the Go Live date, will be discounted to $150,000. The annual maintenance and support amounts after year two will not increase more than 5% annually.

Payment Milestones:

Milestone 1	Upon Contract Execution	30%	$337,500
Milestone 2	Kickoff Meeting	5%	$56,250
Milestone 3	BPR Begins	10%	$112,500
Milestone 4	Delivery of 1st CMD Draft	15%	$168,750
Milestone 5	Pre-training Demonstration of Product Configuration Begins	10%	$112,500
Milestone 6	Training Begins	10%	$112,500
Milestone 7	Go Live	10%	$112,500
Milestone 8	System Acceptance	10%	$112,500

Milestones 4, 5, 6, 7, and 8 will be due January 1, 2013 or when the milestone occurs, whichever is later.

Hourly Out of Scope Work Cost Schedule

Project Management – $105/hr

Software Development - $125/hr

Addendum C - Maintenance Agreement

1. Updates and Enhancements

While this Agreement has not expired, Licensor will maintain the Software by providing software updates and enhancements to Licensee. All software updates and enhancements provided to Client by Licensor pursuant to the terms of this Agreement shall be subject to the terms and conditions of the License Agreement between the parties. Updates will be provided on an as-available basis and include the items listed below:

1. Bug fixes;
2. Updates do not include:
   (a) Platform extensions including product extensions to different hardware platforms, different windowing system platforms, or different operating system platforms
   (b) New functions such as new modules, components, or applications.

At a time mutually acceptable to both parties, Licensor will install software updates remotely.

2. Support

Licensor will provide phone and email support for the Software licensed under this agreement. This does not include custom programming services or training.

Licensor will perform regular backups of the system to an offsite location.

3. Hardware

Licensee will provide and maintain all hardware, including server hardware, necessary to host the Software. The hardware must meet minimum specifications as provided by Licensor, which may change from time to time. Licensee will also provide client hardware and networking environment that meet minimum specifications as provided by Licensor. Licensee will notify Licensor through Support channels prior to doing anything that will hinder software performance in any way.

Licensee will provide Windows Server licenses for the two NCIC message switch servers. Licensor will provide and maintain all other software for the server hardware including, but not limited to, operating system, database server, and web server software. Licensee will allow persistent external SSH access to each server, with the exception of NCIC message switch servers, on a port of Licensee's choosing, to enable Licensor to provide server software support. For security reasons, this access can be restricted at the firewall level to only allow access from one IP address. Licensee will also allow installation of an IP KVM device, provided by Licensor,

when necessary to do server maintenance such as operating system upgrades. For security reasons, the IP KVM will not be connected except when requested by Licensor. Licensor will provide 90 days notice to Licensee of any requirement or expectation that Licensee change or replace hardware in accordance with Licensor's minimum specifications.

4. Warranties

Licensor warrants that: (i) it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement and (ii) while the Maintenance Agreement is in effect and has not been terminated or expired the operation of the Software shall not have material non-conformities, provided that no party has altered any portion of the Software, that the Software are operated on the Equipment and in the Operation Environment necessary to operate the Software, and that any non-conformities are not caused by products or services from Licensor's suppliers or any other third party. Licensor's sole obligation or liability under the Warranty shall be to use reasonable efforts to correct the Software, in a reasonable time, to perform in accordance with Addendum A, upon written notice of its failure to so perform from the Licensee. In the event Licensor fails to remedy material defects in the Software under this Warranty, Licensee's sole remedy and Licensor's sole liability shall be to receive a refund of any fee paid hereunder for the portion of the Software, if any, which contains a Material Defect.