

Spillman® Purchase and License Agreement

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Purchase and License Agreement

This Purchase and 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 Lake Park Blvd.
Salt Lake City, UT 84120

and

County of Kings, a Political Subdivision of the State of California ("Customer")
1444 West Lacey Blvd
Hanford, CA 93230

Customer desires to purchase from Spillman licenses for certain Spillman software, professional services, maintenance services, and third party hardware, software and services, as set forth in Exhibit A, and Spillman desires to sell such licenses, services and products to Customer, pursuant to the terms and conditions of 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: Definitions

- 1.1 **"Confidential Information"** means any non-public information marked "confidential" and provided by either party to the other in connection with this Agreement, including the Software, Spillman's pricing, future product plans, trade secrets; know-how; a party's non-public business and financial information; Customer lists; and any written materials marked as confidential and any other information, including visual or oral information, which Spillman informs Customer is confidential. Confidential Information does not include information that a party can prove: (a) is now or later becomes generally available to the public without fault of the party who received such information ("Recipient") from the other party ("Discloser"); (b) was rightfully in Recipient's possession prior to its disclosure by Discloser; (c) is independently developed by Recipient without the use of any Confidential Information of Discloser; or (d) is obtained by Recipient without obligation of confidentiality from a third party who has the right to disclose it. Additionally, a party may disclose Confidential Information to the extent required by state and federal public record disclosure statutes or a judicial or legislative order or proceeding, provided that Recipient gives Discloser prompt prior notice of the intended disclosure and an opportunity to respond or object to the disclosure, if permissible.
- 1.2 **"Documentation"** means all written or electronic user documentation provided by Spillman to Customer.
- 1.3 **"Software"** means the intangible package of Spillman computer program(s), interfaces and/or data, in machine-readable form only, which will be installed remotely electronically, as well as related Documentation, identified in Exhibit A or subsequently licensed by Customer pursuant to the terms of this Agreement. Software also includes all Utilities, modifications, new Releases and Enhancements (as defined in Exhibit B). Software specifically excludes Third Party Software; except

that the third party database software that is embedded in the Software will be deemed part of the Software for purposes of this Agreement.

- 1.4 **"Spillman Application Administrator" or "SAA"** means an agent of Customer appointed by Customer, who has been certified on the Software by Spillman, pursuant to the procedures set forth in Section 6 of Exhibit B, and is able to communicate effectively with Spillman support personnel in the description and resolution of problems associated with the Software.
- 1.5 **"Third Party Software"** means intangible electronic software provided by Spillman to Customer that is not developed by Spillman but that is used in conjunction with the Spillman software, such as word processors, spreadsheets, terminal emulators, etc. As of the date of this Agreement, Third Party Software includes database software from FairCom Corporation, HipLink paging software from Semotus Solutions, Inc. Said software will be installed remotely electronically by Spillman on Customer's system. Any third party not provided by Spillman is not governed by this Agreement or warranted by Spillman in any way.
- 1.6 **"Utilities"** means the software utilities and tools provided by Spillman as part of the Software, including Spillman's XML Query, ODBC interface and implementation code, ctpperl, dbdump, and dbload, as well as any other software utilities provided by Spillman in connection with the Software.

Section 2: Purchases of Professional Services and Third Party Products

- 2.1 **Professional Services.** Customer agrees to purchase the Spillman professional services listed in Section 4 of Exhibit A.
- 2.2 **Third Party Products.** Customer agrees to purchase from Spillman the third party products identified in Exhibit A. Spillman makes no warranties with respect to such third party products, but agrees to pass through to Customer any warranties provided by the manufacturers of such products, to the extent permitted. Additionally, if Customer experiences failures or problems with Third Party Software or third party hardware provided by Spillman to Customer, Spillman agrees to assist Customer as set forth in Section 4.6 of Exhibit B.

Section 3: License

- 3.1 **Grant of License.** In consideration of the payment of the license fees set forth in Exhibit A, Spillman grants Customer a nonexclusive, non-transferable license to use the Software, subject to the terms of this Agreement (including the restrictions with respect to Utilities set forth in Section 10).
- 3.2 **Ownership.** Spillman's Software and all related documentation and materials provided by Spillman are licensed (not sold) to Customer. Spillman retains sole and exclusive ownership of all rights, title, and interest in and to the Software, all related materials, and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights and other intellectual property rights pertaining thereto), subject only to the licenses expressly granted to Customer herein by Spillman, regardless of whether Customer, its employees, or contractors may have contributed to the conception or development of any part of the Software, including enhancements

or customized Software. The Software may also include third party software separately licensed to Spillman from third party licensors. Such third party software is sublicensed to Customer and protected pursuant to the terms of this Agreement, and may be used only in conjunction with Spillman's Software. This Agreement does not provide Customer with title or ownership of the Software or any component thereof, but only a limited license. Spillman and its licensors specifically reserve all rights not expressly granted to Customer in this Agreement. Customer must keep the Software free and clear of all claims, liens, and encumbrances. Customer owns all data provided or input into the Software by Customer and its users.

- 3.3 **Acceptance.** Customer and Spillman will follow the Testing and Acceptance Procedures ("TAP") set forth in Exhibit F. If Spillman is unable to resolve a material failure, as described in Exhibit F, within a reasonable period of time during the TAP, Customer will have the option to terminate this Agreement and receive a refund of all fees paid to Spillman under this Agreement, excluding (i) amounts paid for hardware, which will be retained by Customer, (ii) 50% of the service fees or the actual costs incurred by Spillman whichever is less, which Spillman may retain to recoup in part the costs of travel and providing on-site services, and (iii) any fees paid to Spillman for data conversion.

Section 4: Scope of Rights

- 4.1 **Location of Software.** Spillman will remotely install and Customer will use the Software only in Customer's own facility. Customer shall give Spillman two (2) weeks prior written notice if the location of Customer's facility changes.
- 4.2 **Customer Use Only.** Customer may use and execute the Software only for purposes of serving the internal needs of Customer's business, except as specifically set forth in this Agreement.
- 4.3 **Copies.** Customer may make a reasonable number of copies of the Software in machine-readable, object code form, for backup and archival purposes only, provided that Spillman's copyright notice is included. Such backup copies shall not be used for productive use, except to the extent required if the primary Software installation is not functioning. Customer may reproduce (photocopy or create electronic copies) Software Documentation according to Customer's needs for the authorized use of the Software. Customer may not distribute any of the Documentation for use outside of the Customer's primary place of business.
- 4.4 **Shared Agency Arrangements.** If Customer and another agency (the "Shared Agency") desire to enter into an arrangement whereby Customer will act as a "Host Agency" and permit the Shared Agency to access the Software through Customer, the Shared Agency and Spillman will execute a Shared Agency Agreement for such arrangement in the form attached as Exhibit D. Spillman will bill Customer directly for the applicable license fees, and Customer agrees to be responsible for timely payment of such invoices consistent with Section 5.1. Customer shall notify Spillman within two (2) business days if it becomes aware that the Shared Agency is breaching the terms of this Agreement and will cooperate as reasonably requested by Spillman in the event of any non-compliance by the Shared Agency, which may include cutting off the Shared Agency from access to the Software.

Section 5: Fees and Payments

- 5.1 **Fees.** The license fee for the Software and the price for all services and third party products purchased by Customer from Spillman are specified in Exhibit A. All invoices are payable within thirty (30) days of the date of the invoice. Customer must pay such fees directly to Spillman according to the agreed payment terms set forth in Exhibit A.
- 5.2 **Taxes.** Customer is solely responsible for the payment of any and all taxes resulting from this Agreement and its purchase of the products and services described herein (excluding taxes on Spillman's net income). If Customer is a tax-exempt organization, Customer will provide Spillman with documentation required by the taxing authority to support such exemption.
- 5.3 **Late Payments.** If Customer fails to pay any amounts owed when due, Spillman may assess interest at one percent (1%) per month on all overdue amounts, or the highest rate permitted by law, whichever is less. Customer shall also be liable for all reasonable costs of collection, including reasonable attorney's fees, whether or not a suit is instituted.

Section 6: Support

- 6.1 Spillman will provide maintenance and support services to Customer with respect to the Software, pursuant to the terms of the Support Agreement attached as Exhibit B hereto.

Section 7: Customer Responsibilities

- 7.1 **Spillman Application Administrator.** Customer is responsible for designating a Spillman Application Administrator who is qualified to operate the Software on Customer's own equipment, has been certified as set forth in Exhibit B, is familiar with and able to operate Customer's equipment and computer system, and is familiar with the information, calculations, and reports that serve as input and output of the Software. Spillman reserves the right to charge additional fees at Spillman's then-current rates 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 Software.
- 7.2 **Additional Components.** Other components (hardware and/or software) may be required for the use of the Software. Spillman assumes no responsibility under this Agreement for obtaining and/or supporting such components except as expressly agreed in writing.
- 7.3 **Proper Environment.** Customer is responsible for ensuring a proper environment and proper utilities for the computer system on which the Software will operate, including housing and operating the server equipment in an environment and according to the specifications for the equipment as specified by its manufacturer.
- 7.4 **Data Conversion Services.** Except as expressly agreed in writing, Spillman assumes no responsibility under this Agreement for converting Customer's data files for use with the Software.
- 7.5 **Improper Use.** Customer shall use reasonable efforts to prevent its employees and independent contractors from making unauthorized copies of the Software or improperly using the Software. If

Customer discovers any such problems, it will promptly notify Spillman and take commercially reasonable actions to resolve the problem as soon as reasonably possible.

Section 8: Proprietary Protection and Restrictions

- 8.1 **Third Party Access and Queries.** Customer may not allow any other agency, entity, or individual to use or have access to the Software in any manner other than inquire-only unless expressly authorized by Spillman. Except as specifically authorized by Spillman, queries may be conducted solely for Customer's internal business purposes, and Customer may not query the Software, or permit any third party to query the Software, for a third party's business purposes.
- 8.2 **Restrictions.** Customer may not use, copy, modify, rent, share, or distribute the Software (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized in writing by Spillman. Customer may not translate, modify, reverse assemble, reverse compile, or otherwise reverse engineer the Software.
- 8.3 **Competitive Use.** Customer may not utilize or permit a third party to access or utilize any part of the Software (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 Software (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 Software in connection with a third party's competing product.
- 8.4 **No Service Bureau, Etc.** No service bureau work, multiple-user license, or time-sharing arrangement is permitted, except as expressly authorized in writing by Spillman. Customer may not install the Software 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).
- 8.5 **Inspection.** Customer hereby authorizes Spillman to enter Customer's premises in order to inspect the Software in any reasonable manner during regular business hours, upon three (3) business days' prior notice, to verify Customer's compliance with the terms of this Agreement.

Section 9: Confidential Information

- 9.1 **Confidentiality Terms.** Each party shall keep confidential all Confidential Information (as defined in Section 1.1 and subject thereto) provided to it by the other party, and shall not use such Confidential Information for any purpose other than the proper purposes of this Agreement. A party may disclose Confidential Information only to its employees and contractors who need to know such information, and who are bound to keep such information confidential. Each party shall give the other party'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.
- 9.2 **Restrictions on Disclosure.** Customer must not disclose the Software, its Documentation, or any other Spillman documentation, (i) to any competitor of Spillman, or (ii) to any other third party unless it has a need to know such information for the proper purposes of this Agreement.

Section 10: Utilities; Restrictions on Usage

- 10.1 **Utilities.** Spillman provides certain software Utilities as part of the Software. Spillman may add, modify, or remove Utilities from the Software during the term of this Agreement; however, Spillman will not modify or remove any Utilities if that will materially and negatively impact operation of the Software without prior consent of Customer. The Utilities contain material that is proprietary to Spillman and/or its licensors, and may be used only as permitted by this Agreement.
- 10.2 **Use of Utilities.** Customer is permitted to use the Utilities for read-only operations in connection with the authorized use of the Software, but may not allow third parties to use the Utilities unless an authorized official of Spillman consents in writing. Except as expressly set forth below, Customer 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. Customer is permitted to use the "write" feature of the ODBC interface to write to or modify the database; however, due to the potential for data corruption and system slowdown or damage, Customer agrees that it does so solely at its own risk.
- 10.3 **Disclaimer.** Spillman is NOT responsible for any breach of warranty, damages to the Software or its database, data corruption, support issues, security issues or performance issues arising out of Customer's or a Customer authorized third party's use of the Utilities (even if permitted by Spillman) or use of any other software not specifically licensed in this Agreement (including any third party querying or writing to the database).

Section 11: Limited Warranty and Limitation of Liability; Indemnification

- 11.1 **Functionality.** Spillman warrants, for Customer's benefit alone, that the Software conforms in all material respects to the specifications for the current version of the Software as described in Spillman's Licensed Product Specification as of the date this Agreement is signed, and for a period thereafter of twelve (12) months from the Software "go live" date (i.e., when the Software is first placed into productive use by Customer). This warranty is expressly conditioned on Customer's observance of the operation, security, and data-control procedures set forth in the Documentation included with the Software.
- 11.2 **Limitations.** Spillman is not responsible for obsolescence of the Software that may result from changes in Customer's requirements. The warranty in Section 11.1 shall apply only to the most current version of the Software 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 Software, except that support (but not fixes) will be provided for the preceding two superseded versions of the Software under Exhibit B. Such warranty also excludes non-performance issues that result from third party hardware or software malfunction or defect; modification of the Software by any person other than Spillman, or defects or problems that are outside the reasonable control of Spillman. Customer will reimburse Spillman at Spillman's then-current rates and for its reasonable expenses for any services provided at Customer's request to remedy excluded non-performance issues. Additionally, Spillman is not responsible for any problems or errors with the Software or Customer's system resulting from use of the ctp Perl or dbload Utilities in any manner other than

read-only. Customer expressly acknowledges that any use of the "write" or "update" features of these Utilities may damage Customer's database or cause other problems with its system.

- 11.3 **Remedies.** As Customer's exclusive remedy for any material defect in the Software for which Spillman is responsible, Spillman shall use reasonable efforts to correct or cure any reproducible defect by issuing corrected instructions, a workaround or a bypass. The parties will cooperate in good faith to find and reproduce any material errors in the Software. In the event Spillman does not correct or cure such nonconformity or defect after Spillman has had a reasonable opportunity to do so, Customer's exclusive remedy shall be the refund of the \$827,379 paid as the Software Licensing fee (or such amount as Customer has paid in Software Licensing installment payments through the date of the failure to cure). Spillman shall not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the Software if Customer has made any changes whatsoever to the Software, if the Software has been misused or damaged in any respect, or if Customer has not reported to Spillman the existence and nature of such nonconformity or defect within five (5) business days of discovery thereof.
- 11.4 **Limitation of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SPILLMAN AND ITS LICENSORS DISCLAIM ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE SOFTWARE, 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.
- 11.5 **Limitation of Liability.** THE CUMULATIVE LIABILITY OF SPILLMAN AND ITS LICENSORS TO CUSTOMER FOR ALL CLAIMS RELATING TO THE SOFTWARE AND THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL SOFTWARE LICENSING FEES PAID TO SPILLMAN HEREUNDER. This limitation of liability is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective. Spillman shall have no liability for the loss of data or documentation, it being understood that Customer is responsible for reasonable backup precautions.
- 11.6 **Limitation of Damages.** 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 CUSTOMER 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.
- 11.7 **Indemnification.** Spillman agrees to defend Customer against any and all third party claims, demands, lawsuits or legal actions arising out of any actual or alleged infringement of any trademark, copyright, trade secret, or U.S. patent by the Software, and Spillman will pay any damages, costs and expenses (including reasonable attorneys' fees) finally awarded in such action or paid to settle the action. Spillman will not be required to indemnify Customer unless (i) Customer notifies Spillman of any such claim within five (5) business days of notification of the claim; (ii) Customer gives Spillman sole control of the defense and all settlement negotiations, and the authority to represent Customer in defending the claim; and (iii) Customer provides Spillman

with any information and assistance that Spillman reasonably requests in defending against the claim. Customer may, at its option and expense, be represented by separate counsel in any such action. If a court or other legal authority finds that any part of the Software infringes on 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 Software so it is no longer infringing, or to provide to Customer 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 Software or the infringing portion thereof upon written notice to Customer. Spillman will have no liability for infringement arising out of modification of the Software by any party other than Spillman, use of an outdated version of the Software, or the combination or use of the Software with any other software, hardware, equipment, product, or process not furnished by Spillman, if use of the Software 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. This Section 11.7 states Spillman's entire obligation with respect to any claim for infringement or misappropriation of any third party intellectual property rights.

Section 12: Term of Agreement; Termination

- 12.1 **Term of Agreement.** Customer's license of the Software shall become effective upon the execution of this Agreement and shall continue for 8 years following Go-live unless otherwise terminated as provided herein.
- 12.2 **Support Commitment.** Customer has committed to purchase support and maintenance services for each year after go-live that it is paying for Software Licensing on a pay over time basis, subject to Sections 12.3 and 12.4. Spillman agrees that for a period of ten (10) years after the date of this Agreement, it will not increase support and maintenance rates (for non-prepaid years) more than three percent (3%) or the increase in the CPI-U, U.S. City Average, All Items (www.stats.bls.gov/cpi), whichever is lower, per year. After complete payment by Customer for the Software Licensing (as scheduled in Ex. A, Section 5), and if Customer is not in breach of this Agreement, Spillman agrees that it is willing to extend the term of this Agreement by three years during which time Customer may purchase maintenance and support but will not be required to do so. The intent is to give Customer a reasonable opportunity to transition to a new software system from another vendor that is a substitute for the Software if Customer so desires.
- 12.3 **Termination without Cause.** Customer may terminate this Agreement at any time upon written notice to Spillman, without cause, subject to any outstanding obligations and financial commitments of Customer under the Purchase Agreement (e.g., Customer's obligation to pay license fees is not rescinded by such termination).
- 12.4 **Termination for Cause.** Either party may terminate this Agreement, in addition to seeking any other available remedies, if the other party breaches any material term of this Agreement (including the Exhibits) and does not correct such breach within thirty (30) days following written notice of the breach from the other party. Repudiation or failure to accept the Software without cause constitutes a material breach of this Agreement. In addition to or in lieu of termination, a party may seek any other remedies that may be available at law or in equity.

12.5 Effect of Termination. Upon termination of this Agreement, all rights granted to Customer will terminate and revert to Spillman and/or its licensors. Promptly upon termination of this Agreement (subject to the transition period described in Section 12.2 above, if applicable) for any reason or upon discontinuance or abandonment of Customer's possession or use of the Software, Customer must destroy, as requested by Spillman, all copies of the Software in Customer's possession (whether modified or unmodified), and all related Documentation, Confidential Information and other materials pertaining to the Software (including all copies thereof). Customer agrees to certify Customer's compliance with such obligation upon Spillman's request. If Customer has any outstanding payment obligations under this Agreement, Spillman may accelerate and declare all such obligations of Customer immediately due and payable by Customer as a liquidated sum and proceed against Customer in any lawful way for satisfaction of such sum. The terms of Sections 2.2, 3.2, 5.2, 5.3, 9, 10.3, 11.4, 11.5, 11.6, 11.7, 12.3 and 13 shall survive termination or expiration of this Agreement.

Section 13: Miscellaneous

13.1 Entire Agreement – Amendment. This Agreement, together with its exhibits, which are attached hereto and incorporated herein by reference, constitutes the complete agreement between the parties with respect to the Software 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.

13.2 Assignment. Customer may not assign or transfer this Agreement or any of its rights or duties hereunder to any third party without Spillman's prior written consent, which may not be unreasonably withheld. Spillman may not assign or transfer this Agreement or any of its rights or duties hereunder to any third party without Customer's prior written consent, which may not be unreasonably withheld. Notwithstanding the foregoing, Spillman may, upon written notice to Customer, assign this Agreement to a third party in connection with a merger with the assigning party or acquisition of all or substantially all of Spillman's assets or business to which this Agreement relates.

13.3 Governing Law. This Agreement will be governed by the laws of the state of California, not including conflicts of laws provisions. The parties hereby submit to the exclusive jurisdiction and venue of California state and federal 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.

13.4 No Waiver. 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.

13.5 Injunctive Relief. Customer acknowledges that, in the event of Customer's breach of any of the confidentiality terms or scope of use restrictions in this Agreement, Spillman will not have an adequate remedy in money or damages. Spillman shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request, without the necessity of posting bond.

- 13.6 **Cumulative Remedies.** Except as otherwise expressly provided in this Agreement, all rights and remedies set forth in this Agreement, or available to a party at law or in equity, shall be cumulative.
- 13.7 **Notices.** 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.
- 13.8 **Severability.** 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.
- 13.9 **Force Majeure.** A party shall be excused from delays or failure to perform its duties, other than payment obligations, to the extent such delays or failures result from acts of nature, riots, war, acts of public enemies, fires, epidemics, labor disputes, or any other causes beyond its reasonable control. The parties will promptly inform and consult with each other as to any of the above causes that in their judgment may or could be the cause of a substantial delay in the performance of this Agreement. Either party may, in its discretion, terminate this Agreement if a delay in performance by the other party exceeds or is reasonably expected to exceed three (3) months.
- 13.10 **Export.** In the event export of the Software is expressly permitted in writing by Spillman, Customer may only export the Software (including any related materials) as authorized by U.S. law and any other applicable jurisdiction. In particular, the Software may not be exported into any country where such export is prohibited by law, regulation, or governmental order.
- 13.11 **Source Code Escrow.** Spillman will add Customer as a beneficiary to its source code escrow arrangements for the Software. Customer may access and use the Software source code, tools, and development environment under the terms and conditions stated in the Source Code Escrow Agreement attached as Exhibit E. Customer is responsible for all fees charged by the Source Code escrow agent.
- 13.12 **Insurance.** Spillman shall, throughout the duration of this Agreement, maintain insurance to cover Spillman, its representatives and employees in connection with the performance of services under this Agreement at the minimum levels set forth below:
- Commercial General Liability: \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
- Automobile Liability: per occurrence coverage of \$1,000,000 per accident for bodily injury and property damage.
- Workers' Compensation coverage as required by applicable law.

Professional Liability "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Spillman in an amount not less than \$1,000,000 per claim.

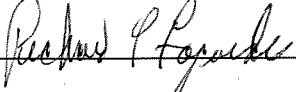
Spillman will provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance to Customer upon request.

13.13 Priority. In the event of a conflict between the terms of this Agreement and/or any Exhibit(s), this Agreement will have priority over the Exhibits, and the Exhibits will have priority in the order in which they are attached to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below. This Agreement is not effective, and the license of the Software will not commence, until it has been executed by an authorized representative of both Customer and Spillman.

Accepted and Approved by:

Customer: County of Kings

Signature: 

Print Name: Richard Fagundes


Title: Chairman, Kings County Board of Supervisors

Date: SEP 25 2012

Attest: 

Catherine Venturella, Clerk of the Board of Supervisors


Spillman Technologies, Inc.

Signature: 

Print Name: Daniel Greer

Title: Chief Financial Officer

Date: 9.19.12

 9-20-12
VP Product Development

SPILLMAN CONFIDENTIAL AND PROPRIETARY

**Exhibit A
Purchased Products and Services**



4625 Lake Park Blvd.
Salt Lake City, UT 84120
801.902.1200
Fax: 801.902.1210

Overview		
Customer Name: County of Kings, a Political Subdivision of the State of California	Phone:	801.902.1816
	Sales Quote Preparation Date:	6/27/2012
Address: 1400 West Lacey Blvd Hanford, CA 93230	Expiration Date:	9/25/2012
	Operating System Server:	Windows
Contact Name: Mark Dawson	Salesman:	Jeff Andrus

Section 1: Quote Summary	
Software Licensing	\$827,379
Financing Fee	\$86,594
Data Conversion	\$97,536
Data Conversion Sales Tax (7.25%)	\$7,071
Professional Services	\$266,750
8 Years Support and Maintenance	\$983,804
Grand Total:	\$2,269,134

Section 2: Software

Note: All software amounts in section 2 include the cost of services for the applicable module. Professional Services in Section 4 account for the individual costs of the services included with the modules in Section 2.

Computer Aided Dispatch (CAD)		
Software Module	License	Cost (with module services)
CAD	Site	\$148,382
CAD Mapping	Site	\$89,030
E 911 interface	Site	\$14,838
Hiplink Paging with Interface	75 Devices	\$44,515
California StateLink (system wide module)	Site	Listed with RMS
Imaging (system wide module)	Site	Listed with RMS
Total CAD Package		\$296,765

Records Management System (RMS)		
Software Module	License	Cost (with module services)
Integrated Hub	Site	\$101,430
Law Records	Site	\$66,454
Civil Process	Site	\$10,493
Evidence Management	Site	\$13,990
Evidence Barcode and Audit	Site	\$3,498
CompStat Dashboard	Site	\$20,986
Community Dashboard	Site	\$20,986
Pin Mapping	Site	\$10,493
Imaging (system wide module)	Site	\$41,970
Traffic Information	Site	\$6,995
Vehicle Impound	Site	\$3,498
Licenses and Permits	Site	\$3,498
Pawn Property	Site	\$3,498
Personnel Management	Site	\$6,995
Equipment Maintenance	Site	\$3,498
StateLink (system wide module)	Site	\$52,463
InSight	Site	Included
Inventory	Site	Included
Fleet Maintenance	Site	Include
Total RMS Package		\$370,745

Jail Management System		
Software Module	License	Cost (with module services)
Jail Records and Management	Site	\$104,928
Imaging (system wide module)	Site	Listed with RMS
StateLink (system wide module)	Site	Listed with RMS
LiveScan Interface (Professional Services included for 2 machines)	Site	\$34,976
VINE	Site	Included
Canteen Interface	Site	\$19,078
Commissary Management	Site	\$33,487
Total Jail Management Package		\$192,469

Mobile Communications		
Software Module	License	Cost (with module services)
Mobile Voiceless CAD	80	\$25,437
Mobile StateLink	80	\$25,437
Mobile AVL and Mapping	80	\$25,437
Mobile Quickest Route	80	\$25,437
Mobile RMS	80	\$25,437
Mobile Automated Filed Reporting	80	\$25,437
Mobile Automated Field Interview	80	\$25,437
Mobile CA 555 Accident Form	8	\$3,392
Spillman Touch	Site	\$40,699
Total Mobile Communications Package		\$222,150

Total Software Package (with module services)	\$1,082,129
Software Licensing (without module services)	\$827,379

Services and Software Options	
Description	Cost (with module services)
ProQA Law Interface	\$38,230
ProQA EMS Interface	\$38,230
ProQA Fire Interface	\$38,230
Response Plans	\$34,720
Alarm Tracking and Billing	\$6,995
Rip and Run Interface	\$15,208
Mobile CA Accident Form	424/License
Mobile CA Citation Form	424/License
Mobile Premises and HazMat	\$424/license
CAD Dashboard (add \$5,000 for each additional agency)	\$38,500
CopLogic Interface	\$9,500
Pictometry Interface	\$14,060
RIMS and InSight Interface	Quote To Be Determined
Cal Photo Interface	Quote To Be Determined
IC Solutions Interface (inmate phones and video visitation)	Quote To Be Determined

Note: The items listed above in Services and Software Options are Optional Modules not included in the contract purchase amount. They are provided here as a reference and as an option for purchase during the implementation until Go-live. Upon Go-live of the Spillman Software a price quote for any module not owned will require a new quote from your Spillman Account Sales Representative.

Section 3: Hardware and Third Party

Note: Kings County will provide needed hardware based on specifications provided in this Section 3.

Description	Quantity
P6310-2S ftServer 6310 Rack mountable, 2-way, DMR, two 2.93 GHz hex-core processors	1
Windows Server 2008 R2 Multilingual Enterprise Edition R2, 25 CAL	1
Automated Uptime Layer for Windows-based Class A ftServer Systems, Release 7.0.1	1
4GB DDR3-1333 Dual-rank DIMM	16
4GB DDR3-1333 Dual-rank DIMM	16
US/JP 115V/100V-15A NEMA 5-15P 15 feet, single cord (Price included in base model)	2
2.0 meter jumper cord pair (Price included in base model)	1
Stratus Technologies ftServer Hardware Warranty Agreement (Price included in base model)	1
Stratus ftServer 2600, 4500 63x0 Systems: Hardware Installation Guide	1
Stratus ftServer 2600, 4500, and 63x0 Systems: Read Me First: Unpacking Guide	1
Installation	
ftServer 63XX Jumpstart System Installation Windows (M-F, local business hours, within Stratus service radius.)	1
Education WBT	
ftServer 2600/4500/63XX for Windows (ftSSS 7.0) Getting Started Education Package (Available only at time of system purchase)	1
Service Level: Total Assurance (Windows)	
P6310-2S ftServer 6310 Rack mountable, 2-way, DMR, two 2.93 GHz hex-core processors – 1 Year	3
2 x 8 Gb/S Fibre Channel Host Bus Adapters	1
Stratus HA Application Server Solution	
Description	Quantity
Express x3650 M4, Xeon 6C E5-2640 95W 2.5GHz/1333MHz/15MB, 2x8GB, O/Bay HS 2.5in SAS/SATA, SR M5110e, Multi-Burner, 2x750W p/s, Rack	1
Intel Xeon 6C Processor Model E5-2640 95W 2.5GHz/1333MHz/15MB Cache	1
Intel Xeon 6C Processor Model E5-2640 95W 2.5GHz/1333MHz/15MB W/Fan	1
8GB (1x8GB, 2Rx4, 1.35V) PC3L-10600 CL9 ECC DDR3 1333MHz LP RDIMM	2
8GB (1x8GB, 2Rx4, 1.35V) PC3L-10600 CL9 ECC DDR3 1333MHz LP RDIMM	4
ServeRAID M5100 Series 512MB Flash/RAID 5 Upgrade for IBM System X	1
ServeRAID M5100 Series RAID 6 Upgrade for IBM System x	1
x3650 M4 8x 2.5in HS HDD Assembly Kit	1
IBM 300GB 2.5in SFF HS 15K 6Gbps SAS HDD	8
x3650 M4 ODD Cable	1

IBM UltraSlim Enhanced SATA Multi-Burner	1
x3650 M4 PCIe Riser Card 1 (1x8 FH/FL + 2x8 FH/HL Slots)	1
IBM 6Gb SAS HBA	1
IBM Integrated Management Module Advanced Upgrade	1
Brocade 8Gb Dual Port FC	2
MS Windows Srv 2008 R2 Enterprise(1-8 CPU,10 CAL)ROK-ML(BR,EN,FR,SP)	1
IBM System X 750W High Efficiency Platinum AC Power Supply	2
IBM System X Gen-III Slides Kit	1
IBM System X Gen-III CMA	1
3 Year Onsite Repair 24x7 4 Hour Response	1
Failover Server for Disaster Recovery Solution	
Description	Quantity
Esri ArcGIS for Server	1
Arc GIS desktop (ArcView)	1
Esri Licensing	
Description	Quantity
Neverfail software for Application servers	1
Prepaid Annual Support and Maintenance (years 2-3)	1
Neverfail Disaster Recovery (DR) Solution	
Description	Quantity
Installation Services	1
Solutions II Services	
Description	Quantity
Cisco 1811 Support Modem	1
Digi E911 Etherlite	1
Barcode Equipment Bundle	1
Datalogic Memor Mobile	
Datalogic Mobile	
Single Slot Desk w/RS232,USB + Spare Battery	
Datalogic Scanner	
Gryphone L GD4330 Kit	
Dymo Lable Writer 450 Turbo USB	

Data Conversion	
Description	Cost
Data Conversion Services (per Exhibit G)	\$97,536
Sales Tax (7.25%)	\$7,071

Data Conversion Package Total	\$104,607
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Section 4: Spillman Professional Services

Professional Services		
Description	Quantity	Cost
Project Management Services		
Installation Services		
GIS Mapping Training/Assistance	2 Trips	
Mock Go-live Assistance (3 days/week)	1 Week	
Go-live Assistance (3 days/week)	3 Weeks	
Post Go-live Site Audit and Analysis	1 Trip	
Project Team Training		
End User Training		
Spillman Application Administrator Training and Certification		
LiveScan services for second identical machine		\$0
Hub	7 Classes	
Computer-Aided Dispatch (CAD)	2 Classes	
Hub for Dispatchers	2 Classes	
CAD Mapping User	2 Classes	
CAD Mapping Admin	1 Class	
Records Management System		
Civil	1 Class	
Equipment Maintenance	1 Class	
Evidence Management	1 Class	
Imaging	1 Class	
Impound	1 Class	
Law Records		
Law Enforcement Incident Management	7 Classes	
Law Enforcement Case Management	7 Classes	
Criminal History Records	7 Classes	
Law Enforcement Field Interviews (web-based training)	7 Classes	
Wanted Persons (web-based training)	7 Classes	
Law Enforcement Intelligence (web-based training)	7 Classes	
UCR	1 Class	
License and Permits	1 Class	
Pawned Property	1 Class	
Personnel Management	2 Classes	
Traffic	3 Classes	
Jail Management		
HUB for Jailers (min. 2 classes)	5 Classes	

Introduction	2 Classes	
Medical Assessment, History/Meds & Risk	2 Classes	
Arrest & Offense Information	2 Classes	
Property Issue, Intake & Release	2 Classes	
Express, Criminal, Quick & Inmate Log	2 Classes	
Events, Movement, Summary Info, Reports	2 Classes	
Cash Accounts, Visitation	2 Classes	
Sentence & Commitments	2 Classes	
Billing Information	2 Classes	
Mobile	6 Classes	
Refresher Training (90 days after Go-live)		
CAD (3 days/ week)	1 Week	
RMS (3 days/ week)	1 Week	
JMS (3 days/ week)	1 Week	
Professional Services		\$266,750

NOTE: Should additional training be requested after Go-live a quote will be provided and at least a 30 day notice will be required before the training can be performed.

Section 5: Payment Terms

Customer agrees to pay Spillman the Agreement Purchase Price according to the payment terms stated in this Section 5.

Implementation Payment Terms

Approx. Completion	Milestone	Amount Due
9/25/2012	Payment Upon Contract Signing 50% of data conversion Sales tax	\$48,768 \$3,536
1/22/2013	Pre-Implementation Conf. Call, Conduct Workflow Analysis, Review and Finalize Proposed Schedule, On-Site Project Kickoff Meeting	\$36,000
5/3/2013	Install & Configure Hardware, Operating System, and Core Spillman Application	\$33,800
6/27/2013	Project Team Training and Functional Testing	\$14,800
7/18/2013	System Administration Training	\$44,000
9/27/2013	Configure StateLink/NCIC, E9-1-1, LiveScan	\$4,000
11/7/2013	Mock Go-live	\$6,200
11/18/2013	End User Training	\$90,750
11/28/2013	Cutover to Live Operations	\$18,600
11/28/2013	Data Conversion Sales Tax	\$48,768 \$3,536
2/25/2013	Refresher Training	\$18,600
Implementation Total		\$371,357

Post Go-live Payment Terms (starting 1 year after Go-live)

Description	Software Payment	*Annual Maintenance	Annual Total
Year 1	\$114,247	\$110,635	\$224,882
Year 2	\$114,247	\$113,954	\$228,201
Year 3	\$114,247	\$117,373	\$231,619
Year 4	\$114,247	\$120,894	\$235,141
Year 5	\$114,247	\$124,521	\$238,767
Year 6	\$114,247	\$128,256	\$242,503
Year 7	\$114,247	\$132,104	\$246,351
Year 8	\$114,247	\$136,067	\$250,314
Post Go-live Total			\$1,897,777
Grand Total			\$2,269,134

* Per section 12.2 of the License Agreement increases to annual support and maintenance will be the lower of 3% or CPI-U whichever is lower.

Exhibit B

Maintenance and Support Agreement

This Maintenance and Support Agreement (the "Support Agreement"), dated effective as of the date this Agreement is signed by both parties below, is by and between Spillman Technologies, Inc. ("Spillman") and County of Kings, a Political Subdivision of the State of California ("Customer"). In connection with the Purchase and License Agreement between the parties (the "License Agreement"), Customer desires to purchase from Spillman certain maintenance and support services for the Software. All such services will be delivered electronically to Customer. All capitalized terms used and not otherwise defined herein shall have the meanings set forth in the License Agreement.

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

Section 1: Definitions

- 1.1 **Coverage Hours.** The hours between 8:00 a.m. and 5:00 p.m., Mountain Time, Monday through Friday, excluding regularly scheduled holidays of Spillman.
- 1.2 **Enhancement.** Any modification or addition that, when made or added to the Software, 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 Software. Major Enhancements will be designated by a change in the version number to the left of the decimal (e.g., 6.1 to 7.0); minor Enhancements will be designated by a change in the version number to the right of the decimal (e.g., 6.1 to 6.2).
- 1.3 **Error.** Any failure of the Software to conform in all material respects to its functional specifications as published by Spillman, subject to the exceptions set forth in Section 4. Spillman may update the Software specifications from time to time to conform to enhancements and updates in the Software. The specifications may not be changed to avoid a non-conformance error unless Spillman has otherwise resolved the issue.
- 1.4 **Error Correction.** Either a software modification or addition that, when made or added to the Software, establishes material conformity of the Software to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Software, 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 **Releases.** New versions of the Software, including all Error Corrections and Enhancements.
- 1.6 **Response Time.** Four (4) or less Coverage Hours, from the time Customer first notifies Spillman of an Error until Spillman initiates work toward development of an Error Correction.
- 1.7 **Support Term.** An initial period of twelve (12) months, commencing on the date of Go-live. Thereafter, the Support Term shall automatically renew for successive periods of one year each, unless the Purchase and License Agreement entered by the parties is terminated per Section 12 of

that agreement, or the Customer exercises the no support transition clause in Section 12.2 after full payment over time for the Software Licensing..

Section 2: Eligibility For Support

- 2.1 Spillman's obligation to provide the support and maintenance services described in this Support Agreement with respect to the Software may be terminated pursuant to Section 8.2.2 or suspended, at Spillman's discretion, if at any time during the term of this Support Agreement any of the following requirements are not met:
 - 2.1.1 The License Agreement must remain valid and in effect at all times;
 - 2.1.2 The Software must be operated on a hardware platform approved by Spillman; and
 - 2.1.3 Customer must be current on payment of maintenance and support fees
- 2.2 Spillman may request 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. If Customer's IT Director and Spillman agree that a new Application Administrators should be appointed, Spillman agrees to train and certify same for a fee per a custom quote for the needed services.

Section 3: Scope of Services

During the Support Term, Spillman shall render the following services in support of the Software, 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 Software.
- 3.2 Spillman shall maintain a trained staff capable of rendering support services set forth in this Support 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. The parties will cooperate in good faith to find and reproduce any material Errors in the Software. Spillman shall, after verifying that such an Error is present, initiate work within the Response Time 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 Software. 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 Software other than the most recent release.

- 3.4 Spillman may, from time to time, issue new Releases of the Software to its Customers generally, containing Error Corrections, minor Enhancements, and, in certain instances, if Spillman so elects, major Enhancements. Optional features and modules and new or different platform versions of the Software may be subject to a separate charge. Spillman shall provide Customer with one copy of each new Release, without additional charge. Customer shall provide reasonable assistance to help Spillman 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.
- 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 Software (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 Support Agreement

The services identified in this section are specifically NOT covered by this Support 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 Software 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 software not specifically licensed by Spillman to Licensee for use in connection with the Software. Any assistance provided by Spillman in resolving such problems shall be charged to Customer on a time and materials basis, at Spillman's then-current rates. Additionally, any unauthorized use of the Utilities or other software in connection with the Software by Licensee (or by a third party with Licensee's knowledge) may result, at Spillman's sole option, in voidance of warranties, an increase in the annual maintenance and support fees under this Support Agreement, and/or loss of rights to upgrades under this Support Agreement.
- 4.5 Any damages to or problems with the Software or its database, data corruption, support issues, security issues, or performance issues arising from Customer's utilization of the "write" feature of the ODBC interface to write to or modify the database in any way.
- 4.6 Support for Software problems caused by Customer misuse, alteration or damage to the Software or Customer's combining or merging the Software 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. With respect to Third Party Software, Spillman's sole support obligations are to act as the sole contact with the third party manufacturer in seeking repairs or replacement software to resolve problems experienced by Customer and to otherwise use reasonable efforts to obtain an appropriate fix or support from the manufacturer for Customer, including seeking recourse under applicable warranties provided by the third party manufacturer to Spillman. Spillman agrees to provide such Third Party Software support for so long as Spillman is distributing such software to its customers.

- 4.7 Supporting, configuring, maintaining, or upgrading the operating system, including, but not limited to, backups, restores, fixes, and patches.
- 4.8 Assistance with problems caused by operating system installation, configuration, errors, maintenance or repair, or using incorrect versions of the operating system.
- 4.9 Onsite service visits to Customer's facility.
- 4.10 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 broadband internet connectivity for VPN connection purposes and a Cisco 1811 integrated services router and data set, or equivalent, 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 Software.
- 5.2 A representative of Customer's IT department must be present when any onsite 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.
- 5.3 All communications between Customer and Spillman must be in the English language.
- 5.4 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.
- 5.5 Customer is responsible for providing all network and server security.
- 5.6 Customer must provide Spillman with information sufficient for Spillman to duplicate the circumstances under which an Error in the Software became apparent.

Section 6: Spillman Application Administrator Requirements

- 6.1 The designated Spillman Application Administrator (SAA) must be certified by Spillman within one year of Customer's Go-live date of the Software. 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 Software:
 - i. System Introduction – Inquiry,
 - ii. System Introduction – Data Entry & Modification,
 - iii. If applicable, 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.
- 6.3 Contact information for the Spillman Application Administrator(s) must be recorded in Appendix 1 of this Support Agreement. Appendix 1 must be signed by an authorized representative of Customer. Changes to the information recorded in Appendix 1 will require that a new Appendix 1 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 1 on file with Spillman, will be refused.
- 6.5 Each designated Spillman Application Administrator must be qualified (i.e., have the necessary skills) 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 Software.

Section 7: Fees and Charges

- 7.1 Customer shall pay Spillman the Support Fee, as set forth in Exhibit A, and any other charges or fees described herein. Spillman reserves the right to change its Support Fee in accordance with Section 12.2 of the License Agreement, effective upon no less than 90 days prior written notice to Customer. 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 Support 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. Customer shall pay the invoiced amounts immediately upon receipt of such invoices. Any amount not paid within thirty (30) days after the invoice date shall bear interest at the rate of twelve (12) percent per year or the highest rate allowed by applicable law, whichever is less.

- 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. Notwithstanding the foregoing, if the need for the work performed outside of Coverage Hours is due to the implementation of an upgrade or patch release that is causing the Software or a critical component thereof to not function, then Spillman will not charge for work performed outside of Coverage Hours to fix that Error.
- 7.5 Should Customer request onsite support services, Customer shall reimburse Spillman for all labor, travel, and related expenses at Spillman's current schedule for standard travel and support fees.
- 7.6 Additional Support Fees are also due if there is a significant (i.e., Full Time Employees exceeds 350) increase in Customer's size with respect to use of the Software. 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 4.4 and the Shared Agency Agreement (Exhibit D), if applicable. Relevant factors include number of employees, number of dispatchers and/or number of jail beds. Payment of such additional Support Fees is due within thirty (30) days of the date of the invoice for such fees. Such fees will be prorated, based upon the date during the contract year the increase in Customer's size occurred.

Section 8: Termination

- 8.1 This Support Agreement shall automatically terminate immediately upon termination of the License Agreement for any reason.
- 8.2 Following termination of this Support Agreement, Spillman shall immediately invoice Customer for all accrued fees, charges, and reimbursable expenses through the end of the current one year term; and Customer shall pay the invoiced amount immediately upon receipt of such invoice.

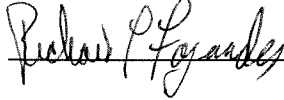
Section 9: General

- 9.1 The terms of Section 11: Limited Warranty and Limitation of Liability; Indemnification and Section 13: Miscellaneous of the License Agreement are hereby incorporated into this Support Agreement by reference.

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

Accepted and Approved by:


Customer: County of Kings

Signature: 


Print Name: Richard Fagundes

Title: Chairman, Kings County Board of Supervisors

Date: SEP 25 2012

Attest: 
Catherine Venturella, Clerk of the Board of Supervisors


Spillman Technologies, Inc.

Signature: 

Print Name: Daniel Greer

Title: Chief Financial Officer

Date: 9-19-12

 9-20-12
VP Product Development

COMPUTER SOFTWARE END-USER LICENSE AGREEMENT

Appendix 1 Spillman Application Administrator(s) Contact Information

Name: _____

Work Phone: _____

Cell Phone: _____

Email: _____

Fax: _____

Pager: _____

Name: Hector Valenzuela
Work Phone: (559) 852-2566
Cell Phone: (559) 362-4678
Email: hector.valenzuela@co.kings.ca.us
Fax: (559) 584-8371
Pager: N/A

Name: Pascual Lopez
Work Phone: (559) 852-2556
Cell Phone: (559) 410-3284
Email: pascual.lopez@co.kings.ca.us
Fax: (559) 584-8371
Pager: N/A

Name: Jeremy Waterman
Work Phone: (559) 852-2544
Cell Phone: (559) 212-8701
Email: jeremy.waterman@co.kings.ca.us
Fax: (559) 584-8371
Pager: N/A

Exhibit C
Spillman Technologies, Inc.
Public Safety Software Implementation
Statement of Work ("SOW")

Between

Spillman Technologies, Inc.
("Spillman")

And

County of Kings, a
Political Subdivision of the State of California
("Customer")

Prepared

August 21, 2012

By

Spillman Technologies, Inc.

This information is the property of Spillman and is provided on a confidential and restricted basis. This information shall not be disclosed outside of the Customer organization and shall not be duplicated, used, or disclosed in whole or in part for any reason other than to evaluate this SOW.

Introduction and Purpose

Spillman provides comprehensive public safety software for police departments, sheriff's offices, fire departments, communication centers and correctional facilities. Under the guidance and participation of Customer, Spillman will facilitate the delivery and implementation of its integrated software solutions, which includes all purchased products and services in the Purchase and License agreement.

Together, the integrated Software solutions are referred to as the "System."

Spillman is committed to building a lifelong partnership with Customer by providing professional project management assistance through implementation, account management, technical support, and both initial and ongoing training. Spillman will provide Customer with the software tools and services necessary to implement a system that provides for the storage, retrieval, retention, manipulation, and viewing of documents, or files pertaining to Customer operations.

This SOW guides the primary activities and responsibilities for the System's implementation. It documents project implementation requirements, identifies each major task within the implementation process, sets expectations for each party, and identifies the criteria by which Spillman and Customer will consider a task complete.

Project Objectives

Ongoing objectives of the Public Safety Software Implementation project:

- Provide a comprehensive public safety software solution to facilitate data management
- Provide the software and services necessary to enable interoperability and real-time data sharing
- Provide initial and ongoing system and application administration training to ensure proper setup and the efficient use of software modules
- Facilitate the implementation of data entry standards

Specific SOW objectives:

- Complete the project implementation plan
- Configure, set up, and install the server
- Install and configure core Spillman software modules
- Install and configure the external interfaces
- Provide onsite system setup consultation and application administration training
- Provide comprehensive end user training and assistance with code table set up
- Provide Go-live assistance

Change Management Procedures

COMPUTER SOFTWARE END-USER LICENSE AGREEMENT

In the event it is necessary to change this SOW or, if applicable, the Scope of Work document, the following procedure will be used:

- The party requesting the change will issue a Change Request document (“Change Request”). The Change Request will describe the nature of the change, the reason for the change, and the effect of the change, which may include changes to the work product. The Change Request will also include any changes in pricing.
- Either party may initiate a Change Request for any material changes to this SOW and any applicable Scope of Work. The requesting party will review the proposed change with the other party and the parties will negotiate reasonably and in good faith to agree upon the requested change and any changes to the fees or schedule that may result therefrom. Upon the parties’ agreement, the appropriate authorized representatives of the parties will sign the Change Request, indicating acceptance of the changes by the parties.
- Upon execution of the Change Request, the Spillman and Customer Project Managers will incorporate the change into the SOW or Scope of Work.

Project Assumptions and General Responsibilities

Project Assumptions

- The Spillman System will be implemented in a Windows environment.
- The Customer network is available and appropriately configured.
- Hardware is available that meets or exceeds Spillman’s current hardware recommendations, is patched per Spillman’s recommendations, and is appropriately configured.
- A TCP/IP-capable network is available for Spillman Mobile; specifically, a broadband wireless data network (3G or greater) or a similar high speed private network. At a minimum, wireless networks should accommodate average bi-directional data rates of 256 kbit/s (kilobits per second) between the mobile client and the Spillman server.
- Customer obtains State user and terminal ORIs in a timely fashion.
 - State/NCIC (StateLink) interface may not be ready for end user training; a live connection is not necessary for training exercises.
- Third party vendors provide required information for interface configuration.
- This engagement will begin on a mutually acceptable date after Spillman is in receipt of a signed contract from Customer that covers the fees and expenses described therein.
- Customer will provide appropriate technical and management resources to participate in the implementation as identified in the project tasks and responsibilities.

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Customer Responsibilities

- Maintain effective communications with the Spillman Project Manager
- Participate in onsite project status meetings
- Respond to issues and concerns as communicated by the Spillman Project Manager
- Provide Spillman with Customer-approved project change requests
- Coordinate required Customer tasks and responsibilities with the Spillman Project Manager
- Manage all third party vendors for which Customer contracts facilitate project activities
- Ensure Customer project team members have the knowledge and expertise to meet required project responsibilities
- Provide onsite and dedicated VPN remote access as required to facilitate installation and Spillman's continued system support
- Install Spillman application client on all computers
- Install Mobile application client on mobile computers
- Provide physical training facilities and supplies (e.g., projector, screen, whiteboard or equivalent) as well as personal computers required for training end users
- Ensure management and end user personnel are scheduled and available for training

Spillman Project Team Responsibilities

- Function as the liaisons with the Customer's designated project manager
- Provide Customer with a project management plan, including a cut-over plan for Go-live
- Supply system test plans, setup, administration and configuration documentation, student manuals (training plans), and end user documentation
- Manage all aspects of the implementation, including project communications
- Participate in the project planning and system setup
- Coordinate and schedule the delivery of all products and services provided by Spillman
- Conduct onsite project status meetings at Customer facility and attend all major project events including project kickoff meeting, project team training, and Go-live activities
- Facilitate the submission and approval of Customer change requests
- Provide responses and recommend resolutions to Customer issues
- Facilitate the server configuration and core system installation, and coordinate external interface installation
- Manage all third party vendors contracted by Spillman

Project Tasks and Responsibilities

The following outlines all project phases, individual tasks, and responsible parties required to meet the goals and objectives of this SOW. Spillman and the Customer will perform their respective tasks through a combination of onsite collaboration, coordination via telephone, email communications, and other remote means, as appropriate.

Overview of Milestones

- Conduct pre-implementation conference call
- Order hardware
- Order third party products
- Project analysis and planning
- Finalize project schedule
- Hold project kickoff meeting
- Develop data entry standards
- Conduct first onsite map training
- Install and configure hardware and operating system
- Install core Spillman application
- Configure StateLink/NCIC, E9-1-1, LiveScan, and other internal interfaces (as specified in the contract)
- Conduct project team training
- Functional Testing
- Conduct system administration training
- Conduct second map training
- Conduct third and final map setup training
- Conduct end user training
- Mock Go-live
- Cutover to live operations
- Refresher Training

Conduct Pre-Implementation Conference Call

Task Description

The Spillman project team will hold a pre-implementation conference call with the Customer project team. During this meeting, Spillman will accomplish several objectives:

- Introduce the Spillman project team
- Exchange contact information with the Customer project team
- Review list of purchased products and services of the project contract as well as the Scope of Work, if applicable
- Review hardware specifications with the Customer

Deliverables

- Not applicable

Prerequisites

- Not applicable

Completion Criteria

This task will be complete after Spillman has conducted the pre-implementation conference call.

Spillman	Customer
<p>Responsibilities</p> <ul style="list-style-type: none"> • Conduct pre-implementation conference call 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Ensure the Customer's project manager and project team participate in the pre-implementation conference call
<p>Required Staff</p> <ul style="list-style-type: none"> • Project manager • Salesperson • Systems engineer 	<p>Required Staff</p> <ul style="list-style-type: none"> • Project manager • Project team as assigned by the Customer

Order Hardware

Task Description

The purpose of this task is to order the hardware required for the Spillman system. The Customer or Spillman (as specified in the Contract) will be responsible for procuring the server needed to meet Spillman’s hardware specifications, as well as dedicating/procuring a server for the solution’s GIS component. Together, Spillman and the Customer will review the purchase order to verify the purchased hardware meets system specifications. Hardware will then be shipped to the Customer’s location.

Deliverables

- Hardware recommendations

Prerequisites

- Pre-implementation conference call

Completion Criteria

This task will be complete once the hardware has been ordered.

Spillman	Customer
<p>Responsibilities</p> <ul style="list-style-type: none"> • Verify hardware order • Order hardware (per Contract) • Provide minimum and recommended hardware requirements for all workstations 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Order hardware (per Contract) • Ensure hardware (workstation) upgrades, as needed
<p>Required Staff</p> <ul style="list-style-type: none"> • Project manager • Installation manager • Systems engineer 	<p>Required Staff</p> <ul style="list-style-type: none"> • Project manager • IT personnel (as needed) • System administrator

Order Third Party Products

Task Description

Spillman will order third party products as specified in the Contract. The Customer will be responsible for any third party requirements not listed in the Contract.

Deliverables

- Not applicable

Prerequisites

- Pre-implementation conference call

Completion Criteria

This task will be complete once Spillman and Customer have placed all orders for third party products.

Spillman	Customer
<p>Responsibilities</p> <ul style="list-style-type: none"> • Order third party products as specified in the Contract 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Order third party products for which Customer is responsible
<p>Required Staff</p> <ul style="list-style-type: none"> • Project manager • Systems engineer 	<p>Required Staff</p> <ul style="list-style-type: none"> • Project manager • System administrator • IT personnel (as needed)

Project Analysis and Planning

Task Description

Spillman’s account trainer will assess the agency’s communications, reporting methods, and general operations in order to understand how the Customer currently conducts business. The purpose is to identify processes the software configuration must accommodate as well as processes that will likely change in order for the Spillman software to operate most effectively. Spillman’s account trainer will also work with the Customer staff to review current forms and identify possible changes for streamlining documents, forms, and daily operations in preparation for new system installation.

Spillman’s account trainer will conduct a pre-installation training program including product demonstrations on most core system applications, as time permits. This training will give the Customer’s project team an opportunity to develop an understanding of the Spillman application and better understand tasks and responsibilities required for system Go-live. This process will also facilitate the work of Spillman and the Customer’s project team during final acceptance, and prepare the Customer system administrator(s) for tasks such as building the code tables and configuring system applications and parameters.

Deliverables

- Spillman shall provide a written report identifying any deficiencies, changes, upgrades, etc. that it deems necessary for the Customer to adequately prepare for the successful installation and use of the system.

Prerequisites

- Pre-implementation conference call

Completion Criteria

This task will be complete after Spillman concludes its observation of communications and general operations, conducts workflow and network analysis, and provides written report to Customer.

Spillman	Customer
<p>Responsibilities</p> <ul style="list-style-type: none"> • Observe communications, reporting methods, and general operations • Review current forms, identify changes, and assist in the design process • Conduct workflow and network analysis to identify any pre-existing conditions that may impede the ability to successfully install the system 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Allow Spillman’s account trainer to observe operations • Make necessary changes to forms and documents • Participate in workflow and network analysis, verify/validate any recommendations and make adjustments/upgrades as needed • Submit change request(s) if necessary

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Project Analysis and Planning

- Provide written report identifying deficiencies following network analysis
- Review necessary functional requirements for all required project interfaces

Required Staff

- Project manager
- Systems engineer
- Account trainer

Required Staff

- Project manager
- Project team (as assigned)
- IT personnel
- System administrator
- End users (as needed for observation activities)

Finalize Project Schedule

Task Description

Prior to contract signing, Spillman and the Customer may have developed a preliminary project schedule. During this task, the project managers from Spillman and the Customer, as well as Customer personnel who make decisions regarding resource allocations or scheduling, will meet face-to-face and review the project schedule. These individuals will make any necessary adjustments based on known changes in resource availability. Spillman’s project manager will then update the schedule.

The project schedule will be updated as necessary over the course of the project. All changes to the schedule will be mutually agreed upon and, if required, documented via the mutually agreed upon change order process. Any schedule changes that occur will be a part of the project status reports provided by Spillman’s project manager.

Deliverables

- Final project schedule

Prerequisites

- Not applicable

Completion Criteria

This task will be complete when the parties agree upon the final project schedule; approval shall not be unreasonably withheld or delayed.

Spillman	Customer
<p>Responsibilities</p> <ul style="list-style-type: none"> • Lead the Customer through a review of the project schedule • Update the project schedule 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Ensure personnel who can make resource allocation and scheduling decisions attend Project Schedule review
<p>Required Staff</p> <ul style="list-style-type: none"> • Project manager • Training coordinator 	<p>Required Staff</p> <ul style="list-style-type: none"> • Project manager • System administrator • Department supervisors (as needed, for approving the schedule)

Hold Project Kickoff Meeting

Task Description

Spillman will conduct an onsite project kickoff meeting with the Customer's project team. This meeting is held to meet several objectives:

- Review the contract and all project deliverables
- Present Spillman's project management methodology and approach
- Review data entry standards and provide an example for the Customer to use in developing its own set of data entry standards
- Review the project schedule, focusing on the training schedule

Deliverables

- Onsite project kickoff meeting
- Project management plan (guide)
- Data entry standards

Prerequisites

- Signed contract

Completion Criteria

This task will be complete after Spillman conducts the project kickoff meeting.

Spillman	Customer
<p>Responsibilities</p> <ul style="list-style-type: none"> • Conduct project kickoff meeting • Provide materials 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Provide location for the project kickoff meeting • Provide information requested in checklists and completed needs analysis surveys • Ensure project team attends project kickoff meeting • Develop data entry standards before user training begins
<p>Required Staff</p> <ul style="list-style-type: none"> • Project manager 	<p>Required Staff</p> <ul style="list-style-type: none"> • Project team

Develop Data Entry Standards

Task Description

The Customer is responsible for developing data entry standards and policies to ensure users enter data correctly and in conformity with quality assurance expectations. At the kickoff meeting, Spillman will provide and explain sample data entry standards as a starting point for the Customer. The Customer will need to revise the sample standards to meet its specific needs. Once standards have been established, the Customer will be expected to formalize the policy as standard operating procedure for data entry tasks. Spillman will incorporate the data entry standards into end user training. Therefore, the Customer must complete this task prior to end user training. Spillman is not responsible for project delays due to the Customer not completing this task in a timely manner.

Deliverables

- Spillman-supplied sample data entry standard
- Final, customer-defined data entry standards

Completion Criteria

This task will be complete after the Customer develops formal data entry standards that Spillman can incorporate into end user training.

Spillman	Customer
<p>Responsibilities</p> <ul style="list-style-type: none"> • Provide sample data entry standards • Explain data entry standards 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Revise sample standards form to meet the Customer's needs • Create formal policies and standard operating procedures to guide data entry tasks
<p>Required Staff</p> <ul style="list-style-type: none"> • Project manager • Account trainer 	<p>Required Staff</p> <ul style="list-style-type: none"> • Project team

Conduct First Onsite Map Training

Task Description

The Customer must prepare its GIS data for the Spillman geofile and then build the Spillman geofile database. Prior to Spillman arriving onsite for this task, Customer will collect current map data for assessment. Spillman will send the Customer a document to guide the Customer in the collection of this data. At the Customer's location, a Spillman GIS trainer will assess the current map data and provide feedback on ways to improve the quality of the data for use in the Spillman geofile.

During this time, Spillman's GIS trainer will also instruct the Customer's personnel responsible for building the geofile on how to build and update the maps for use in the Spillman applications. After training, the Customer is responsible for building the geofile. Spillman will remotely provide additional assistance, as needed.

Deliverables

- Map data collection guide
- GIS modification recommendations
- One to three days of onsite map training (per the Contract)
- Remote assistance as needed

Prerequisites

- Existing customer map files

Completion Criteria

This task will be complete after Spillman concludes the onsite map build training.

Spillman	Customer
<p>Responsibilities</p> <ul style="list-style-type: none"> • Provide map data collection guide • Assess current map data • Provide feedback on ways to improve quality of map data • Provide map build training • Provide remote assistance during the Customer's map build activities 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Collect current available map data • Attend map training • Build geofile per Spillman's specifications
<p>Required Staff</p> <ul style="list-style-type: none"> • Trainer (GIS) 	<p>Required Staff</p> <ul style="list-style-type: none"> • System Administrator • GIS Department

Install and Configure Hardware and Operating System

Task Description

After the Customer receives the server hardware, Spillman’s systems engineer will install the server at the Customer site, and install and configure the operating system. The systems engineer will also help the Customer configure the GIS server to accommodate Esri® Network Analyst, which is necessary if the Customer wants routing and closest unit dispatching capabilities.

Deliverables

- Servers installed and configured

Prerequisites

- Addresses for servers and VPN identified
- Server location, equipment, and supply of power provided

Completion Criteria

This task will be complete when Spillman has installed and configured the Windows server and operating system, conducted initial tests of the equipment, corrected any material problems or deficiencies, and established connectivity to Spillman headquarters.

Spillman	Customer
<p>Responsibilities</p> <ul style="list-style-type: none"> • Install Windows server and operating system at the Customer site • Configure database storage space allocation • Guide the Customer through network configuration • Conduct initial tests of the equipment and correct any problems or deficiencies • Establish connectivity to Spillman headquarters 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Facilitate installation of Windows server • Set up disaster recovery solution • Configure network • Assist with establishing connectivity to Spillman headquarters
<p>Required Staff</p> <ul style="list-style-type: none"> • Project manager • Systems engineer 	<p>Required Staff</p> <ul style="list-style-type: none"> • System administrator • IT department

Install Core Spillman Application

Task Description

After installing the servers and configuring the operating system and database storage, Spillman’s systems engineer will install the core Spillman application and the Spillman side of interfaces. The systems engineer will configure the database environments and create the initial administrative user accounts.

Spillman will provide the Customer with Mobile and Spillman client applications. The Customer is responsible for installing the client application on the mobile and desktop computers.

Deliverables

- Installation of Spillman applications, as specified in the Contract
- Installation of Spillman components of external interfaces
- Installation of Spillman Mobile client application

Prerequisites

- Hardware installed

Completion Criteria

This task will be complete when Spillman has installed the core Spillman applications, created the training user accounts and administrative accounts, initiated the installation of external interfaces, and performed the tests required for end user training and Go-live.

Spillman	Customer
<p>Responsibilities</p> <ul style="list-style-type: none"> • Install core Spillman applications • Configure databases (live and training) • Create administrative user accounts • Create training user accounts • Initiate installation of external interfaces • Remotely install Spillman client image on the server for push out to the clients. 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Install Spillman client application on PCs • Install Spillman Mobile client application on mobile computers
<p>Required Staff</p> <ul style="list-style-type: none"> • Systems engineer 	<p>Required Staff</p> <ul style="list-style-type: none"> • IT personnel • System administrator

Configure StateLink/NCIC, E9-1-1, LiveScan and Other External Interfaces (as specified in the Contract)

Task Description

Spillman installs the NCIC and E9-1-1 interfaces with configuration parameters set to default values. While most external interfaces require only configuration prior to execution, these interfaces require additional technical and administrative steps for operability.

Spillman will install the State Link and Mobile StateLink NCIC interface. The Customer, however, is responsible for obtaining a state connection and obtaining state user and terminal ORIs. Should the Customer require assistance, Spillman can help with the process. Together, Spillman and Customer will enter the ORI and terminal information and test the connection.

Spillman will install the E9-1-1 interface. To configure this interface, Spillman will require a sample ANI/ALI data stream from the Customer, as well as dispatch terminal IP addresses and a port for connectivity to the ANI/ALI box. After receiving this information and the required connectivity, Spillman will configure the E9-1-1 interface and, together with Customer, will test the connection to verify the correct data stream and format transfers to the CAD screens.

Spillman will install and test all other external interfaces included in the Contract. The development process for other interfaces will include programming, testing, and demonstrating to the Customer the successful completion of all included interfaces and software modifications, as agreed in the Contract.

Deliverables

- Remote installation, configuration, and testing of StateLink and Mobile State Link StateLink/NCIC, E9-1-1, and LiveScan interfaces

Prerequisites

- Methods of connectivity defined
- Contact information for all third party vendors

Completion Criteria

This task will be complete when Spillman and the Customer have tested the StateLink and Mobile StateLink/NCIC, E9-1-1 interface, LiveScan interface, and other external interfaces included in the Contract and they are installed and working correctly in all material respects.

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Configure StateLink/NCIC, E9-1-1, LiveScan and Other External Interfaces (as specified in the Contract)

Spillman	Customer
<p>Responsibilities</p> <ul style="list-style-type: none"> • StateLink Interface <ul style="list-style-type: none"> - Install StateLink/NCIC interface - Work with the Customer to enter ORI and terminal information - Test StateLink/NCIC interface • E9-1-1 Interface <ul style="list-style-type: none"> - Install interface - Configure ANI/ALI connection to Spillman - Verify data stream/format to CAD screens • Other External Interfaces <ul style="list-style-type: none"> - Serve as prime contractor to develop interfaces - Test and successfully demonstrate completion to the Customer • Update interface and system documentation, as necessary 	<p>Responsibilities</p> <ul style="list-style-type: none"> • StateLink Interface <ul style="list-style-type: none"> - Obtain state connection - Obtain state user and terminal ORIs - Work with Spillman to enter ORI and terminal information - Test StateLink and Mobile StateLink State/NCIC interface • E9-1-1 Interface <ul style="list-style-type: none"> - Provide ANI/ALI port for connection - Provide dispatch computer IP addresses - Verify data stream/format to CAD screens
<p>Required Staff</p> <ul style="list-style-type: none"> • Project manager • Systems engineer • Development (programmers) 	<p>Required Staff</p> <ul style="list-style-type: none"> • IT department • Any applicable third party vendors • System administrator

Conduct Project Team Training

Task Description

Spillman will conduct a three-day training course for the Customer's project team. Part of this training includes an overview of the purchased application. During the overview, Spillman will demonstrate the functionality of the various modules.

Deliverables

- Project team training

Prerequisites

- Server installation complete
- Training room set up with server connectivity

Completion Criteria

This task will be complete when the Project Team Training is completed.

Spillman	Customer
<p>Responsibilities</p> <ul style="list-style-type: none"> • Project team training (system overview) • Demonstrate Spillman application 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Provide appropriately equipped location for training • Ensure appropriate personnel attend project team training per the training plan
<p>Required Staff</p> <ul style="list-style-type: none"> • Project manger • Trainer 	<p>Required Staff</p> <ul style="list-style-type: none"> • Project team • Trainer

Conduct Functional Testing

Task Description

At the Customer location, Spillman and Customer will conduct functional tests on each installed module using Spillman’s standard functional tests. With assistance from Spillman, Customer will conduct Functional Tests to verify that the commands work according to documentation. In the process of testing the requirements, Customer will also test specific commands to determine whether the command executes the intended function in the manner expected, the command generates the appropriate acknowledgement message, information transfers correctly, and the commands generate the appropriate error messages when input incorrectly.

During Functional Testing, Spillman and the Customer will track whether requirements pass or fail a test, classifying requirements that fail a test as a “Failure.” If a Failure is identified, it will be documented and Spillman will initiate work to correct the Failure. Once a correction is put in place, Spillman and the Customer will conduct additional testing of that requirement to verify that it passes the test.

Deliverables

- Spillman standard functional tests

Prerequisites

- Spillman application installation
- System Administration training

Spillman	Customer
<p>Responsibilities</p> <ul style="list-style-type: none"> ▪ Provide standard functional tests ▪ Conduct functional testing with Customer, tracking results ▪ Correct any Failures 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Conduct functional testing with Spillman, tracking results • Re-test any corrections made by Spillman
<p>Required Staff</p> <ul style="list-style-type: none"> • Project manger • Trainer 	<p>Required Staff</p> <ul style="list-style-type: none"> • Project Manager • Project Team • End Users (as needed)

Conduct System Administration Training

Task Description

Spillman will conduct the following system administration training courses:

- Specialist Spillman application administration (3 days)
- Module-specific training, as appropriate

System administration training includes training in how to set up, enter, and administer the operational and administrative code tables. Following training, the Customer will be responsible for entering the code tables. The Customer must enter data into the code tables before user training begins. Spillman will also provide training on setting up users and groups including the granting of system privileges.

Additionally, by this time, the Customer should have a good draft of its data entry standards. During this training, Spillman will work with the Customer to review and finalize the data entry standards. Following training, the Customer will be responsible for formalizing policies regarding the data entry standards. This task must be complete before user training begins.

Deliverables

- System administration training per the training plan

Prerequisites

- Spillman application installation
- Project team training
- Customer completion of data entry standards

Completion Criteria

This task will be complete when Spillman has provided the system administration training per the training plan.

Spillman	Customer
<p>Responsibilities</p> <ul style="list-style-type: none"> • System administrator training • Module administration training • Code table setup training 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Provide properly equipped location for training • Ensure appropriate personnel attend training per the training plan • Finalize data entry standards • Enter code tables

Conduct System Administration Training

<p>Required Staff</p> <ul style="list-style-type: none">• Trainer	<p>Required Staff</p> <ul style="list-style-type: none">• Project manager (as needed)• Project team• System administrator• IT personnel• Department managers (as needed for code tables decisions)
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Conduct Follow Up Map Training and Final Map Setup Training

Task Description

Spillman GIS trainers will conduct a follow up onsite training session to review the geofile map build and direct the necessary GIS modifications. These trainers will identify areas where the maps could be improved and assist the Customer with any issues or problems it is experiencing.

Prior to Go-live, Spillman will conduct a final onsite training session to assist the Customer in loading the map into the Spillman application.

Deliverables

- Onsite follow up map training
- Final onsite map load training

Prerequisites

- Spillman application installation
- System administration training
- Significant progress on the Customer map build

Completion Criteria

This task will be complete when the final map build has been loaded into the Spillman application.

Spillman	Customer
<p>Responsibilities</p> <ul style="list-style-type: none"> • Provide onsite map build assistance to the Customer • Assist with final map load 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Map build and GIS modifications • Perform final map load
<p>Required Staff</p> <ul style="list-style-type: none"> • Trainer (GIS) 	<p>Required Staff</p> <ul style="list-style-type: none"> • GIS department • System administrator

Conduct End User Training

Task Description

Spillman will conduct end user training per the mutually agreed upon training plan.

Deliverables

- End user training

Prerequisites

- Functional testing completed
- Interfaces installed and configured

Completion Criteria

This task will be complete when Spillman has provided all end user training per the training plan.

Spillman	Customer
<p>Responsibilities</p> <ul style="list-style-type: none"> • Provide end user training per the training plan 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Provide training facilities and equipment • Ensure appropriate personnel attend each training class
<p>Required Staff</p> <ul style="list-style-type: none"> • Trainers 	<p>Required Staff</p> <ul style="list-style-type: none"> • All employees (end users)

Mock Go Live

Task Description

The Spillman Project Manager and Spillman Account Trainer will be onsite to assist the Customer in conducting a Mock Go Live for testing purposes.

Spillman will assist Customer personnel with the initial database entry and functional testing, providing guidance and training as needed in the same manner as will be conducted during actual Cutover to Live Operations. Spillman and Customer will identify and troubleshoot database or application problems that may occur and initiate corrective action to resolve any issues encountered during the Mock Go Live.

Following Mock Go Live Operations Spillman’s project manager and account trainer, working with Customer’s system administrators, project team, and other “supervisory users” shall make the decision as to whether the system is ready for Cutover to Live Operations.

Deliverables

- Account Trainer and Project Manager onsite for Mock Go Live

Prerequisites

- Completion of all previous tasks

Spillman	Customer
<p>Responsibilities</p> <ul style="list-style-type: none"> • Facilitate Mock Go Live Operations • Assist with initial database entry and functional testing • Observe operations and troubleshoot database and application problems • Make minor modifications as needed 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Ensure appropriate personnel attend Mock Go Live • Work with Spillman Account Trainer and Project Manager to conduct functional testing • Relay issues and concerns to Spillman
<p>Required Staff</p> <ul style="list-style-type: none"> • Project manager • Account Trainer 	<p>Required Staff</p> <ul style="list-style-type: none"> • Project manager • Systems Administrator • Supervisory Users

Cutover to Live Operations

Task Description

Spillman trainers will be onsite to assist the Customer with cutover to live operations.

On the day of cutover to live operations, Spillman will facilitate a Go-live kickoff meeting to ensure that all tasks are completed and involved Customer personnel are prepared for their roles during and post-cutover.

After cutover, Spillman’s trainers will assist Customer personnel with the initial live database entry, providing guidance and training as needed. The trainers will troubleshoot live database problems that may occur and make minor configuration modifications as the Customer makes initial database entries and enacts entire work processes in the live environment.

Spillman’s trainers will hold meetings at the beginning and end of each workday to discuss concerns and issues that arise.

The Customer’s system administrators, project team, and other “supervisory users” shall also be present to provide guidance to Customer personnel who need additional assistance. Customer personnel are free to ask questions. The system administrators, project team, and other supervisory users should report issues and concerns they encounter to Spillman’s trainers and project manager, who will incorporate the issues and concerns into daily meetings and one-on-one training.

Deliverables

- Trainers onsite for Go-live

Prerequisites

- Completion of all previous tasks

Completion Criteria

This task will be complete once live operations of the entire system have commenced and the other tasks described above been completed.

Spillman	Customer
<p>Responsibilities</p> <ul style="list-style-type: none"> • Facilitate Go-live kickoff meeting (first day of Go-live) • Assist with initial live database entry • Observe operations and troubleshoot live database problems • Make minor modifications as needed 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Ensure appropriate personnel attend Go-live kickoff meeting • Provide guidance to individuals who need extra assistance • Relay issues and concerns to Spillman

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Cutover to Live Operations

- Work one-on-one with individuals needing extra assistance

Required Staff

- Project manager
- Systems engineer
- Trainers

Required Staff

- Project manager
- All employees (end users)

Refresher Training

Task Description

Approximately 90 days after cutover to live operations, a Spillman trainer will be onsite for refresher training. The trainer will be available to answer any follow up questions and provide additional training to enhance user capabilities, showing the users alternative ways to use the system.

Deliverables

- 1 week (3 days) Onsite CAD refresher training
- 1 week (3 days) Onsite Records Management System refresher training
- 1 week (3 days) Onsite Jail Management System refresher training

Prerequisites

- Go-live operations

Completion Criteria

This task will be complete after the Spillman trainer has conducted Refresher Training.

Spillman	Customer
<p>Responsibilities</p> <ul style="list-style-type: none"> • Refresher Training • Answer follow up questions • Show users alternative ways to use the system 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Communicate questions or concerns • Provide training facilities and equipment • Ensure appropriate personnel attend each training class
<p>Required Staff</p> <ul style="list-style-type: none"> • Account trainer 	<p>Required Staff</p> <ul style="list-style-type: none"> • Applicable staff

Major Milestones

- Hold project kickoff meeting
- Install and Configure hardware and operating system
- Install core Spillman application
- Configure StateLink/NCIC, E9-1-1, LiveScan, and other internal interfaces (as specified in the contract)
- Conduct project team training
- Functional Testing

COMPUTER SOFTWARE END-USER LICENSE AGREEMENT

- Conduct system administration training
- Conduct end user training
- Mock Go-live
- Cutover to live operations
- Refresher Training

COMPUTER SOFTWARE END-USER LICENSE AGREEMENT

Exhibit D Shared Agency License Agreement

To Spillman Purchase and License Agreement

This Shared Agency License Agreement, together with the Spillman Purchase and License Agreement (the "License Agreement"), constitutes one integrated agreement and is the complete and exclusive statement of Spillman's obligations and responsibilities with regard to licensing software. All capitalized terms used and not otherwise defined therein shall have the definitions given to such terms in the License Agreement.

Definitions:

Shared Agency. A "Shared Agency" is an agency that has purchased the right and license to use the same copy of the Spillman Software currently licensed by another agency (Host Agency).

Host Agency. A "Host Agency" is a current Spillman licensee that has authorized and agreed to "share" the use of the Spillman Software with the Shared Agency.

Section 1: License.

Spillman grants to Shared Agency a non-exclusive, non-transferable license to use the same copy of the Software and related materials, which are presently licensed to a Host Agency, subject to the terms and conditions set forth in the License Agreement, as well as the terms and conditions specified in Section 2, below. Shared Agency agrees to comply with all such terms and conditions. Spillman may terminate this license at any time if Shared Agency breaches such terms.

Section 2: Scope of Rights.

- 2.1 Shared Agency understands that all assistance and support for the Software may be obtained only through the Host Agency. This Agreement does not entitle Shared Agency to any Spillman services beyond the license to use the Software.
- 2.2 The warranty term for the Software is limited to the remaining warranty term granted under the Host Agency's License Agreement.

Accepted and Approved:

Shared Agency:

By: 

Print Name: Jack Amoroso

Title: Chief, Avenal Police Dept.

Date: SEP 25 2012

Spillman Technologies, Inc.:

By: 

Print Name: Daniel Greer

Title: Chief Financial Officer

Date: 9-19-12

52
59

 9-26-12
VP Product Development

Exhibit E

Source Code Escrow Agreement

To Spillman Purchase and License Agreement

[attach]

Exhibit E: Escrow Agreement



Effective Date	Sept. 2, 2011
Master Deposit Account Number	39874
*Effective Date and Deposit Account Number to be supplied by Iron Mountain only.	

Three-Party Master Depositor Escrow Service Agreement

1. Introduction

This Escrow Service Agreement (the "Agreement") is entered into by and between Spillman Technologies, Inc. ("Depositor"), and by any additional party enrolling as a "Beneficiary" upon execution of the Beneficiary Enrollment Form attached as Exhibit E to this Agreement and by Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"). Beneficiary, Depositor, and Iron Mountain may be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.

- (a) The use of the term services in this Agreement shall refer to Iron Mountain services that facilitate the creation, management, and enforcement of software or other technology escrow accounts as described in Exhibit A attached hereto ("Services"). A Party shall request Services under this Agreement by submitting a work request for certain Iron Mountain Services ("Work Request") via written instruction or the online portal maintained at the website located at www.ironmountainconnect.com or other websites owned or controlled by Iron Mountain that are linked to that website (collectively the "Iron Mountain Website").
- (b) The Beneficiary and Depositor have, or will have, entered into a license agreement or other agreement ("License Agreement") conveying intellectual property rights to the Beneficiary, and the Parties intend this Agreement to be considered as supplementary to such agreement, pursuant to Title 11 United States [Bankruptcy] Code, Section 365(n).

2. Depositor Responsibilities and Representations

- (a) Depositor shall make an initial deposit that is complete and functional of all proprietary technology and other materials covered under this Agreement ("Deposit Material") to Iron Mountain within thirty (30) days of the Effective Date. Depositor may also update Deposit Material from time to time during the Term (as defined below) of this Agreement provided a minimum of one (1) complete and functional copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain using the form attached hereto as Exhibit B.
- (b) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement and that any current or future Deposit Material liens or encumbrances will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement. Depositor warrants that with respect to the Deposit Material, Iron Mountain's proper administration of this Agreement will not violate the rights of any third parties.
- (c) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted, the necessary decryption tools and keys to read such material are deposited contemporaneously.
- (d) Depositor agrees, upon request by Iron Mountain, in support of Beneficiary's request for verification Services, to promptly complete and return the Escrow Deposit Questionnaire attached hereto as Exhibit Q. Depositor consents to Iron Mountain's performance of any level(s) of verification Services described in Exhibit A attached hereto and Depositor further consents to Iron Mountain's use of a subcontractor to perform verification Services. Any such subcontractor shall be bound by the same confidentiality obligations as Iron Mountain and shall not be a direct competitor to either Depositor or Beneficiary. Iron Mountain shall be responsible for the delivery of Services of any such subcontractor as if Iron Mountain had performed the Services. Depositor represents that all Deposit Material is provided with all rights necessary for Iron Mountain to verify such proprietary technology and materials upon receipt of a Work Request for such Services or agrees to use commercially reasonable efforts to provide Iron Mountain with any necessary use rights or permissions to use materials necessary to perform verification of the Deposit Material. Depositor agrees to reasonably cooperate with Iron Mountain by providing reasonable access to its technical personnel for verification Services whenever reasonably necessary.

3. Beneficiary Responsibilities and Representations

- (a) Beneficiary acknowledges that, as between Iron Mountain and Beneficiary, Iron Mountain's obligation is to maintain the Deposit Material as delivered by the Depositor and that, other than Iron Mountain's inspection of the Deposit Material (as described in Section 4) and the performance of any of the optional verification Services listed in Exhibit A, Iron Mountain has no other obligation regarding the completeness, accuracy, or functionality of the Deposit Material.

- (b) Beneficiary may submit a verification Work Request to Iron Mountain for one or more of the Services defined in Exhibit A attached hereto and consents to Iron Mountain's use of a subcontractor if needed to provide such Services. Beneficiary warrants that Iron Mountain's use of any materials supplied by Beneficiary to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties.

4. Iron Mountain Responsibilities and Representations

- (a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by Authorized Person(s) (as identified in the "Authorized Person(s)/Notices Table" below) representing the Depositor or Beneficiary in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all required information at any time upon notification to the Party originating the Work Request.
- (b) Iron Mountain will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B, Iron Mountain will notify Depositor of such discrepancy.
- (c) Iron Mountain will provide notice to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement.
- (d) Iron Mountain will follow the provisions of Exhibit C attached hereto in administering the release of Deposit Material.
- (e) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("SOW"). Iron Mountain and the requesting Party will mutually agree in writing to an SOW on terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth therein. If the verification Services extend beyond those described in Exhibit A, the Depositor shall be a necessary Party to the SOW governing the Services.
- (f) Iron Mountain will hold and protect Deposit Material in physical or electronic vaults that are either owned or under the control of Iron Mountain, unless otherwise agreed to by all the Parties.
- (g) Upon receipt of written instructions by both Depositor and Beneficiary, Iron Mountain will permit the replacement or removal of previously submitted Deposit Material. The Party making such request shall be responsible for getting the other Party to approve the joint instructions. Any Deposit Material that is removed from the deposit account will be either returned to Depositor or destroyed in accordance with Depositor's written instructions.
- (h) Should transport of Deposit Material be necessary in order for Iron Mountain to perform Services requested by Depositor or Beneficiary under this Agreement, Iron Mountain will use a commercially recognized overnight carrier such as Federal Express or United Parcel Service. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier.

5. Payment

The Party responsible for payment designated in Exhibit A ("Paying Party") shall pay to Iron Mountain all fees as set forth in the Work Request ("Service Fees"). All Service Fees are due within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement (as defined below). The Paying Party is liable for any taxes (other than Iron Mountain income taxes) related specifically to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of one percent (1%) per month (12% per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement.

6. Term and Termination

- (a) The term of this Agreement is for a period of one (1) year from the Effective Date ("Initial Term") and will automatically renew for additional one (1) year terms ("Renewal Term") (collectively the "Term"). This Agreement shall continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide Iron Mountain with sixty (60) days' prior written joint notice of their intent to terminate this Agreement; (ii) Beneficiary provides Iron Mountain and Depositor with sixty (60) days' prior written notice of its intent to terminate this Agreement; (iii) the Agreement terminates under another provision of this Agreement; or (iv) any time after the Initial Term, Iron Mountain provides sixty (60) days' prior written notice to the Depositor and Beneficiary of Iron Mountain's intent to terminate this Agreement. Effective Date and Deposit Account Number to be supplied by Iron Mountain only. The Effective Date supplied by Iron Mountain and specified above shall be the date Iron Mountain sets up the escrow account.

- (b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, Iron Mountain shall return the Deposit Material to the Depositor. Unless otherwise directed by Depositor, Iron Mountain will use a commercially recognized overnight common carrier such as Federal Express or United Parcel Service to return the Deposit Material to the Depositor. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier. If reasonable attempts to return the Deposit Material to Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.
- (c) In the event of the nonpayment of undisputed Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with written notice of Iron Mountain's intent to terminate this Agreement. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such written notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending written notice to all Parties. Iron Mountain shall have no obligation to perform the Services under this Agreement (except those obligations that survive termination of this Agreement, which includes the confidentiality obligations in Section 9) so long as any undisputed Service Fees due Iron Mountain under this Agreement remain unpaid.

7. Infringement Indemnification

Anything in this Agreement to the contrary notwithstanding, Depositor at its own expense shall defend and hold Iron Mountain fully harmless against any claim or action asserted against Iron Mountain (specifically including costs and reasonable attorneys' fees associated with any such claim or action) to the extent such claim or action is based on an assertion that Iron Mountain's proper administration of this Agreement infringes any patent, copyright, license or other proprietary right of any third party. When Iron Mountain has notice of a claim or action, it shall promptly notify Depositor in writing. At its option, Depositor may elect to control the defense of such claim or action and may elect to enter into a settlement agreement, provided that no such settlement or defense shall include any admission or implication of wrongdoing on the part of Iron Mountain without Iron Mountain's prior written consent, which consent shall not be unreasonably delayed or withheld. Iron Mountain shall have the right to employ separate counsel and participate in the defense of any claim at its own expense.

8. Warranties

- (a) IRON MOUNTAIN WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH THE MEASURES IRON MOUNTAIN TAKES TO PROTECT ITS OWN INFORMATION OF A SIMILAR NATURE, BUT IN NO CASE LESS THAN A REASONABLE LEVEL OF CARE. EXCEPT AS SPECIFIED IN THIS SECTION, ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY UPON LEARNING OF ANY CLAIMED BREACH OF ANY WARRANTY AND, TO THE EXTENT ALLOWED BY APPLICABLE LAW, SUCH PARTY'S REMEDY FOR BREACH OF THIS WARRANTY SHALL BE SUBJECT TO THE LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES WAIVER IN THIS AGREEMENT. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.
- (b) Depositor warrants that all Depositor information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor information during the Term of this Agreement.
- (c) Beneficiary warrants that all Beneficiary information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Beneficiary information during the Term of this Agreement.

9. Confidential Information

Iron Mountain shall have the obligation to implement and maintain safeguards designed to protect the confidentiality of the Deposit Material. Except as provided in this Agreement Iron Mountain shall not use or disclose the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third party other than its financial, technical, or legal advisors, or its administrative support service providers. Any such third party shall be bound by the same confidentiality obligations as Iron Mountain. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will promptly notify the Parties to this Agreement unless prohibited by law. After notifying the Parties, Iron Mountain may comply in good faith with such order. It shall be the responsibility of Depositor or Beneficiary to challenge any such order; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order. Iron Mountain will cooperate with the Depositor or Beneficiary, as applicable, to support efforts to quash or limit any subpoena, at such Party's expense. Any Party requesting additional assistance shall pay Iron Mountain's standard charges or as quoted upon submission of a detailed request.

10. Limitation of Liability

EXCEPT FOR: (I) LIABILITY FOR DEATH OR BODILY INJURY; (II) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (III) THE INFRINGEMENT INDEMNIFICATION OBLIGATIONS OF SECTION 7, ALL OTHER LIABILITY RELATED TO THIS AGREEMENT, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY

TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS.

11. Consequential Damages Waiver

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES (EXCLUDING SUBSTITUTE ESCROW SERVICES), OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

12. General

- (a) Incorporation of Work Requests. All valid Depositor and Beneficiary Work Requests are incorporated into this Agreement.
- (b) Purchase Orders. In the event that the Paying Party issues a purchase order or other instrument used to pay Service Fees to Iron Mountain, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.
- (c) Right to Make Copies. Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the Party requesting the copies. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.
- (d) Choice of Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the Commonwealth of Massachusetts, USA, as if performed wholly within the state and without giving effect to the principles of conflicts of laws.
- (e) Authorized Person(s). Depositor and Beneficiary must each authorize and designate one person whose actions will legally bind such Party ("Authorized Person" who shall be identified in the Authorized Person(s) Notices Table of this Agreement or such Party's legal representative) and who may manage the Iron Mountain escrow account through the Iron Mountain website or written instruction. The Authorized Person for each the Depositor and Beneficiary will maintain the accuracy of their name and contact information provided to Iron Mountain during the Term of this Agreement.
- (f) Right to Rely on Instructions. With respect to release of Deposit Material or the destruction of Deposit Material, Iron Mountain shall rely on instructions from a Party's Authorized Person(s). In all other cases, Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine and from an Authorized Person(s), officer, or other employee of a Party. Iron Mountain may assume that such representative of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth of, or evaluate the merit of, any statement or representation contained in any notice or document reasonably believed to be from such representative.
- (g) Force Majeure. No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- (h) Notices. All notices regarding Exhibit C (Release of Deposit Material) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including invoices, payments, and other documents and communications, may be sent electronically or via regular mail. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to the last known address of the other Parties that is refused, unclaimed, or undeliverable shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities, or through messenger or commercial express delivery service.
- (i) No Waiver. No waiver of any right under this Agreement by any Party shall constitute a subsequent waiver of that or any other right under this Agreement.
- (j) Assignment. No assignment of this Agreement by Depositor or Beneficiary or any rights or obligations of Depositor or Beneficiary under this Agreement is permitted without the written consent of Iron Mountain, which shall not be unreasonably withheld or delayed. Iron Mountain shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Beneficiary unless Iron Mountain receives clear, authoritative and conclusive written evidence of the change of Parties.
- (k) Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. If this paragraph

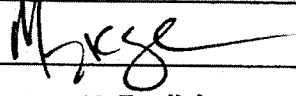
becomes applicable and, as a result, the value of this Agreement is materially impaired for any Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by written notice to the other Parties.

- (l) **Independent Contractor Relationship.** Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- (m) **Attorneys' Fees.** Any costs and fees incurred by Iron Mountain in the performance of obligations imposed upon Iron Mountain solely by virtue of its role as escrow service provider including, without limitation, compliance with subpoenas, court orders, and discovery requests shall, unless adjudged otherwise, be divided equally and paid by Depositor and Beneficiary. In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other(s) its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.
- (n) **No Agency.** No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- (o) **Disputes.** Any dispute, difference or question relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or the rights or obligations of any Party hereof will be submitted to, and settled by arbitration by a single arbitrator chosen by the corresponding Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The Parties shall submit briefs of no more than 10 pages and the arbitration hearing shall be limited to two (2) days maximum. The arbitrator shall apply Massachusetts law. Unless otherwise agreed by the Parties, arbitration will take place in Boston, Massachusetts, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address. If however, Depositor or Beneficiary refuse to submit to arbitration, the matter shall not be submitted to arbitration and Iron Mountain may submit the matter to any court of competent jurisdiction for an interpleader or similar action.
- (p) **Regulations.** Depositor and Beneficiary are responsible for and warrant, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import; export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement. With respect to Deposit Material containing personal information and data, Depositor agrees to (i) procure all necessary consents in relation to personal information and data; and (ii) otherwise comply with all applicable privacy and data protection laws as they relate to the subject matter of this Agreement. Notwithstanding anything in this Agreement to the contrary, if an applicable law or regulation exists or should be enacted which is contrary to the obligations imposed upon Iron Mountain hereunder, and results in the activities contemplated hereunder unlawful, Depositor and/or Beneficiary will notify Iron Mountain and Iron Mountain will be relieved of its obligations hereunder unless and until such time as such activity is permitted.
- (q) **No Third Party Rights.** This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the Parties hereto.
- (r) **Entire Agreement.** The Parties agree that this Agreement, which includes all the Exhibits attached hereto and all valid Work Requests and SOWs submitted by the Parties, is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. This Agreement may only be modified by mutual written agreement of all the Parties.
- (s) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- (t) **Survival.** Sections 6 (Term and Termination), 7 (Infringement Indemnification), 8 (Warranties), 9 (Confidential Information), 10 (Limitation of Liability), 11 (Consequential Damages Waiver), and 12 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.

(balance of this page left intentionally blank – signature page follows)

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


DEPOSITOR	
Signature	<small>DocuSigned by:</small> Daniel K. Greer
Print Name	Daniel K. Greer
Title	Chief Financial Officer
Date	September 1, 2011 15:46 PT
Email Address	dgreer@spillman.com

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	
Print Name	Mary K. English
Title	Vice President, Operations
Date	9/2/11
Email Address	ipmclientservices@ironmountain.com

Provide the name and contact information of the Authorized Person under this Agreement. All notices will be sent to the person at the address set forth below.

Depositor Authorized Person/Notices Table (Required information)	
Print Name	Daniel K. Greer
Title	Chief Financial Officer
Email Address	dgreer@spillman.com
Street Address	4625 West Lake Park Blvd.
Province/City/State	Salt Lake City, UT
Postal/Zip Code	84120
Phone Number	801-902-1417
Fax Number	801-902-1210

Approved as to IPM Operational Content:
Iron Mountain IPM Service Delivery



Name: Susannah E. Scott, Contracts Specialist
Date: September 1, 2011

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.

Billing Contact Information Table (Required information)	
Print Name	Daniel K. Greer
Title	Chief Financial Officer
Email Address	dgreer@spillman.com
Street Address	4625 West Lake Park Blvd.
Province/City/State	Salt Lake City, UT
Postal/Zip Code	84120
Phone Number	801-902-1417
Fax Number	801-902-1210

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices 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

(balance of this page left intentionally blank – EXHIBITS follow)

Exhibit A**Escrow Service Work Request**Master Deposit Account Number **39874**

Service Check box(es) to order service	Service Description - Three-Party Master Depositor Escrow Service Agreement All services are listed below. Services in shaded tables are required for every new escrow account set up. Some services may not be available under the Agreement.	One- Time Fees	Annual Fees	Paying Party Check box to identify the Paying Party
<input checked="" type="checkbox"/> Setup Fee	Iron Mountain will setup a new escrow deposit account using a standard escrow agreement. Custom contracts are subject to the Custom Contract Fee noted below.	\$2,500	\$1,000	<input checked="" type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> Deposit Account Fee	Iron Mountain will set up one deposit account to manage and administrate access to Deposit Material that will be secured in a controlled storage environment. Furthermore, Iron Mountain will provide account services that include unlimited deposits, electronic vaulting, access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests. An oversize fee of \$200 USD per 1.2 cubic foot will be charged for deposits that exceed 2.4 cubic feet.			<input checked="" type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Beneficiary	Iron Mountain will fulfill a Work Request to add a Beneficiary to an escrow deposit account and manage access rights associated with the account. Beneficiary will have access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests.		\$700	<input type="checkbox"/> Depositor <input 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 service description above and the Agreement that governs the Initial Deposit Account.		\$1,000	<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 Level 2 - Deposit Compile Test	Iron Mountain will fulfill a Work Request to perform a Deposit Compile Test, which includes the outputs of the File Listing Report and the Level 1 - Inventory Test as described above plus recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code, pass/fail determination, creation of comprehensive build instructions with a final report sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 3 - Binary Comparison	Iron Mountain will fulfill a Work Request to perform one Deposit Usability Test - Binary Comparison which includes a comparison of the files built from the Deposit Compile Test to the actual licensed technology on the Beneficiary's site to ensure a full match in file size, with a final report sent to the Requesting Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 4 - Full Usability	Iron Mountain will fulfill a Work Request to perform one Deposit Usability Test - Full Usability which includes a confirmation that the built applications work properly when installed, based on pre-determined test scripts provided by the Parties. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	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	\$375	<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.	\$175/ hour	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input checked="" 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 checked="" type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary

Exhibit B Deposit Material Description

Company Name		Deposit Account Number	39874
Deposit Name		Deposit Version	

(Deposit Name will appear in account history reports)

Deposit Media

(Please Label All Media with the Deposit Name Provided Above)

Media Type	Quantity	Media Type	Quantity
<input type="checkbox"/> CD-ROM / DVD		<input type="checkbox"/> 3.5" Floppy Disk	
<input type="checkbox"/> DLT Tape		<input type="checkbox"/> Documentation	
<input type="checkbox"/> DAT Tape		<input type="checkbox"/> Hard Drive / CPU	
		<input type="checkbox"/> Circuit Board	

	Total Size of Transmission (specify in bytes)	# of Files	# of Folders
<input type="checkbox"/> Electronic Deposit			
<input type="checkbox"/> Other (please describe below):			

Deposit Encryption

(Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted? Yes or No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit.

Encryption tool name	Version	
Hardware required		
Software required		
Other required information		

Deposit Certification (Please check the box below to Certify and Provide your Contact Information)

<input type="checkbox"/> I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.	<input type="checkbox"/> Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies.		
Name		Name	
Date		Date	
Email Address			
Telephone Number			
Fax Number			

Note: If Depositor is physically sending Deposit Material to Iron Mountain, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:

Iron Mountain Intellectual Property Management, Inc.
 Attn: Vault Administration
 2100 Norcross Parkway, Suite 150
 Norcross, GA 30071
 Telephone: 800-875-5669
 Facsimile: 770-239-9201

Exhibit C

Release of Deposit Material

Master Deposit Account Number	39874
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Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material. All notices under this Exhibit C shall be sent pursuant to the terms of Section 12(h) Notices.

1. **Release Conditions.**

Depositor and Beneficiary agree that a Work Request for the release of the Deposit Material shall be based solely on one or more of the following conditions (defined as "Release Conditions"):

- (i) Depositor ceases to actively conduct its business as a going concern, or liquidates, dissolves, terminates or suspends its business without a successor; or
- (ii) Depositor terminates all customer support and maintenance for the software licensed to Beneficiary; or
- (iii) Depositor becomes subject to bankruptcy proceedings for liquidation or dissolution (voluntary or involuntary, if not contested by Depositor in a timely manner); or
- (iv) Depositor's breach of any obligation identified as a source code escrow release condition in the license agreement or other agreement between the Depositor and Beneficiary.

2. **Release Work Request.**

A Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. Iron Mountain will send a written notice of this Beneficiary Work Request within five (5) business days to the Depositor's Authorized Person.

3. **Contrary Instructions.**

From the date Iron Mountain mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor Authorized Person(s) shall have ten (10) business days to deliver to Iron Mountain contrary instructions. Contrary instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured ("Contrary Instructions"). Contrary Instructions shall be on company letterhead and signed by a Depositor Authorized Person. Upon receipt of Contrary Instructions, Iron Mountain shall promptly send a copy to Beneficiary's Authorized Person(s). Additionally, Iron Mountain shall notify both Depositor and Beneficiary Authorized Person(s) that there is a dispute to be resolved pursuant to the Disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) joint instructions from Depositor and Beneficiary with instructions to release the Deposit Material; or (ii) dispute resolution pursuant to the Disputes provisions of this Agreement; or (iii) withdrawal of Contrary Instructions from Depositor's Authorized Person or legal representative; or (iv) receipt of an order from a court of competent jurisdiction.

4. **Release of Deposit Material.**

If Iron Mountain does not receive timely Contrary Instructions from a Depositor Authorized Person, Iron Mountain is authorized to release Deposit Material to the Beneficiary or, if more than one Beneficiary is registered to the deposit, to release a copy of Deposit Material to the Beneficiary. Iron Mountain is entitled to receive any undisputed, unpaid Service Fees due Iron Mountain from the Parties before fulfilling the Work Request to release Deposit Material covered under this Agreement. Any Party may cure a default of payment of Service Fees.

5. **Termination of Agreement.**

This Agreement will terminate upon the release of Deposit Material held by Iron Mountain. For the avoidance of doubt, each enrollment of a Beneficiary made by the respective parties signing the Beneficiary Enrollment Form attached hereto as Exhibit E constitutes and shall be construed as a separate agreement between Iron Mountain, Depositor and the signing Beneficiary.

6. **Right to Use Following Release.**

Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.

**Exhibit D
Auxiliary Deposit Account to Escrow Agreement**

Master Deposit Account Number	39874
Auxiliary Deposit Account Number	

Spillman Technologies Inc, ("**Depositor**"), and Iron Mountain Intellectual Property Management, Inc. ("**Iron Mountain**") have entered into the above referenced Escrow Agreement ("**Agreement**"). Pursuant to that Agreement Beneficiary or Depositor may create additional deposit accounts ("**Auxiliary Deposit Account**") for the purpose of holding additional Deposit Material in a separate account which Iron Mountain will maintain separately from other deposit accounts under this Agreement. The new account will be referenced by the following name: _____ ("**Deposit Account Name**").

Pursuant to the Agreement, Depositor may submit material to be held in this Auxiliary Deposit Account by submitting a properly filled out Exhibit B with the Deposit Material to Iron Mountain. For avoidance of doubt, Beneficiary's rights and obligations relative to the Deposit Material held in any deposit account under this Agreement are governed by the express terms of the Agreement; this form does not provide any additional rights in the Deposit Material.

Depositor Authorized Person(s) Notices Table

Please provide the name(s) and contact information of the Depositor Authorized Person(s) for this Deposit Account. It is the intent of the Parties that the individual identified below will act as the Authorized Person with respect to this Deposit Account. 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.

Print Name	
Title	
Email Address	
Street Address	
Province/City/State	
Postal/Zip Code	
Phone Number	
Fax Number	

Billing Contact Information Table

All Invoices for Deposit Account Fees will be sent to the contact set forth below.

Company Name	
Print Name	
Title	
Email Address	
Street Address	
Province/City/State	
Postal/Zip Code	
Phone Number	
Fax Number	

The undersigned hereby agrees that all terms and conditions of the above referenced Escrow Agreement will govern this Auxiliary Deposit Account. The termination or expiration of any other deposit account will not affect this account.

DEPOSITOR	
Signature	
Print Name	
Title	
Date	
Email Address	

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

Exhibit E

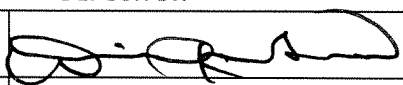
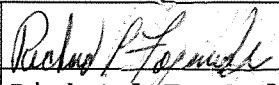
Beneficiary Enrollment Form

Depositor and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"), hereby acknowledge that **Beneficiary Company Name:** County of Kings is the Beneficiary referred to in the Escrow Agreement that supports **Deposit Account Number:** 39874 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	Daniel K. Greer	Print Name	Richard Fagundes
Title	CFO	Title	Chairman of the Board
Email Address	dgreer@spillman.com	Email Address	Richard.Fagundes@countyofkings.com
Street Address	4625 West Lake Park Blvd	Street Address	1400 W Lacey Blvd
Province/City/State	Salt Lake City, UT	Province/City/State	Hanford/CA
Postal/Zip Code	84120	Postal/Zip Code	93230
Phone Number	801-902-1417	Phone Number	559-582-3211
Fax Number	801-902-1210	Fax Number	559-584-4738
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"/> Check if same as Authorized Person		<input type="checkbox"/> Check if same as Authorized Person	
Company Name		Company Name	Kings County IT
Print Name		Print Name	Jason Patrick
Title		Title	Fiscal Analyst II
Email Address		Email Address	Jason.Patrick@countyofkings.com
Street Address		Street Address	1400 W Lacey Blvd
Province/City/State		Province/City/State	Hanford/CA
Postal/Zip Code		Postal/Zip Code	93230
Phone Number		Phone Number	559-852-2570
Fax Number		Fax Number	559-584-8371
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 checked="" 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 checked="" 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	Daniel K. Greer	Print Name	Richard Faundes
Title	CEO	Title	Chairman, Board of Supervisors
Date	9-21-12	Date	SEP 25 2012
Email Address	dgreer@spallman.com	Email Address	Richard.Faundes@co.kings.ca.us

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

Exhibit Q

Escrow Deposit Questionnaire

Introduction

From time to time, technology escrow beneficiaries may exercise their right to perform verification services. This is a service that Iron Mountain provides for the purpose of validating relevance, completeness, currency, accuracy and functionality of deposit materials.

Purpose of Questionnaire

In order for Iron Mountain to determine the deposit material requirements and to quote fees associated with verification services, a completed deposit questionnaire is requested. It is the responsibility of the escrow depositor to complete the questionnaire.

Instructions

Please complete the questionnaire in its entirety by answering every question with accurate data. Upon completion, please return the completed questionnaire to the beneficiary asking for its completion.

General Description

1. What is the general function of the software to be placed into escrow?
2. On what media will the source code be delivered?
3. If the deposit is on magnetic tape media, what tape format (e.g. DAT DDS4, DLT 8000, LTO-3, etc.) will be used for the deposit?
4. Again if the deposit is on tape, what operating system and version was used to create the tape and what tools (either native OS or commercial (e.g. Backup Exec, NetBackup, etc.) were used to load the data; if a third party or commercial software tool was used, please specify the vendor and exact version of the tool used.
5. Will the deposit be in the format of a database/repository of any type of Versioning or Configuration Management Tool (e.g. Visual Source Safe, Clearcase, Perforce, etc.) or will the software in the deposit be in a clear text/native file system format? If a Versioning or CM tool will be necessary to examine any part the deposit contents, please specify the Vendor and tool and exact version used.
6. Is the software deposit encrypted, including password protected archives, in any way? If so, what tool and version will be used to perform the encryption and will all necessary userid's, passwords or encryption keys be provided to support extraction of the software?
7. What is the total uncompressed size of the deposit in megabytes?

Requirements for the Execution of the Software Protected by the Deposit

1. What are the system hardware requirements to successfully execute the software? (memory, disk space, etc.); please include any additional peripheral devices that may be necessary to support correct function of the software/system.
2. What is the minimum number of machines required to completely set up the software sufficient to support functional testing? What Operating systems and version are required for each machine?
3. Beyond the operating systems, what additional third party software and tools are required to execute the escrowed software and verify correct operation? Please provide vendor and versions of all third party tools or libraries required to completely configure a system suitable to support functional testing.
4. If a database of any kind is required to support functional testing of the software, does the escrow deposit contain or can the depositor provide scripts and backups/imports necessary to create a database instance suitable to support functional testing. Note: a database containing test data is satisfactory to support functional testing so long as the data is realistic.
5. Approximately how much time is required to setup and configure a system suitable to support functional testing?
6. Approximately how much time would be required to perform a set of limited tests once a test system is configured?
7. Does the escrow deposit contain or can the depositor provide test plans, scripts or procedures to facilitate testing?
8. With the exception of any database identified above, are any connections to external data sources, feeds or sinks required in order to support the proper functioning of the software and to support testing of the software?

Requirements for the Assembly of the Deposit

1. Describe the nature of the source code in the deposit. (Does the deposit include interpreted code, compiled source, or a mixture? How do the different parts of the deposit relate to each other?) What types of source code make up the escrow deposit (e.g. - C++, Java, etc.)
2. How many build processes are there?
3. How many unique build environments are required to assemble the material in the escrow deposit into the deliverables?
4. What hardware is required for each build environment to compile the software? (including memory, disk space, etc.)
5. What operating systems (including versions) are used during compilation? Is the software executed on any other operating systems/version?
6. How many separate deliverable components (executables, share libraries, etc.) are built?
7. What compilers/linkers/other tools (brand and version) are necessary to build the application?
8. What, if any, third-party libraries are used to build the software? Please specify vendor, tool name and exact or minimum required version.

9. If a database of any kind is necessary to support compilation, is a running instance of the database necessary or is a static instance consisting of the static and shared libraries and/or header files installed by the database sufficient to support compilation?
10. How long does a complete build of the software take? How much of that time requires some form of human interaction and how much is automated?
11. Does the escrow deposit contain formal build document(s) describing the necessary steps for build system configuration and compilation?
12. Do you have an internal QA process? If so, please give a brief description of the testing process.
13. Please list the appropriate technical person(s) Iron Mountain may contact regarding this set of escrow deposit materials.

Please provide your technical verification contact information below:

Company	
Print Name	
Title	
Email Address	
Street Address	
Province/City/State	
Postal/Zip Code	
Phone Number	

For additional information about Iron Mountain Technical Verification Services, please contact Iron Mountain at (800) 875-5669.

Certificate of Completion

Envelope Number: 1B61E6ABB1914BA19EB34E4404BB4486

Status: Completed

Subject: Please DocuSign this document: spillman stamped 9-1-11.pdf

Source Envelope:

Document Pages: 14

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Ryan Armer

AutoNav: Enabled

120 Turnpike Road

Envelope Stamping: Enabled

Southborough, MA 01772

ryan.armer@ironmountain.com

IP Address: 216.229.152.50

Record Tracking

Status: Original

Holder: Ryan Armer

Location: DocuSign

9/1/2011 3:28:20 PM PST

ryan.armer@ironmountain.com

Signer Events

Daniel K. Greer

dgreer@spillman.com

Security Level: Email, Account Authentication (None)

Consumer Disclosure:

Not Offered

ID:

Signature

DocuSigned by:
Daniel K. Greer
A2872D6021CF40C

Using IP Address: 65.121.182.3

Timestamp

Sent: 9/1/2011 3:38:40 PM PT

Delivered: 9/1/2011 3:39:56 PM PT

Signed: 9/1/2011 3:46:21 PM PT

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Tadlana Jones

tjonesdjp@aol.com

Security Level: Email, Account Authentication (None)

Consumer Disclosure:

Not Offered

ID:

COPIED

Sent: 9/1/2011 3:38:40 PM PT

Delivered: 9/1/2011 3:40:14 PM PT

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

9/1/2011 3:38:40 PM PT

Certified Delivered

Security Checked

9/1/2011 3:39:56 PM PT

Signing Complete

Security Checked

9/1/2011 3:46:21 PM PT

Completed

Security Checked

9/1/2011 3:46:21 PM PT

Exhibit F

Testing and Acceptance Procedures

To Spillman Purchase and License Agreement

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End User Training..... 62
Mock Go-live 62
Final Acceptance 63

Acceptance Testing Overview

Spillman will work in conjunction with Customer to provide four specific opportunities to test and use the production Software for approval. These include: Project Team Training, Functional Testing, End User Training, and a Mock Go-live. The Testing and Acceptance Procedures (TAP) are included in the Agreement as a mutually agreeable methodology for completing these testing activities.

Failures are defined as the inability of the Software or a Software component to conform in all material respects to the Documentation and CJIS requirements. All tracking of test results will be done via a mutually agreeable tracking form.

Project Team Training

The purpose of Project Team Training is to review the Software with the Kings County project team. This review will be done using the production system and will include an overview of the purchased application and discussions regarding the related policy in context to how End User Training will take place. This overview is a demonstration by Spillman of the functionality of the various modules and provides the Kings County project team the initial opportunity for review. During Project Team Training any failures of the Software will be noted and further addressed as described in the Functional Testing section of this Exhibit.

Functional Testing

Spillman will provide Customer with its standard functional acceptance tests for each Spillman application module.

COMPUTER SOFTWARE END-USER LICENSE AGREEMENT

With assistance from Spillman, Customer will conduct functional tests on the Software to verify that that commands work as intended, and that each module, as well as all Software interfaces, function according to Documentation.

In the process of testing the requirements, Customer will also test specific commands to determine whether the command executes the function it was intended to execute in the manner expected, whether the command generates the appropriate acknowledgement message, if information is correctly sent and received, and whether the commands generate the appropriate error messages when input incorrectly.

During Functional Testing, Spillman and Customer will track whether requirements pass or fail a test. If a requirement fails a test, it will be classified as a "Failure." Spillman shall have up to ten (10) days to correct any Failure or provide an explanation of when the Failure will be corrected. Spillman shall resolve the Failure either by fixing the Failure or replacing the Software, or by providing a mutually agreeable resolution. Once a Failure is corrected, Spillman and Customer will conduct additional testing of that requirement to verify that it passes the test.

The Software will be deemed to have passed Functional Testing when all requirements pass the test or mutually acceptable remedies for the Failures have been developed.

End User Training

The purpose of End user training is to provide Software training to Customer's end users of the modules and functionality related to the individual's job responsibilities in the Software. End User Training will provide further opportunity to evaluate the production system as each end user performs various training exercises. During End User Training any failures of the Software will be noted and further addressed as described in the Functional Testing section of this Exhibit.

Mock Go-live

The purpose of the Mock Go-live is to provide opportunity for Customer's use of the actual production system of the Software alongside the old system with the Spillman Account Trainer and Project Manager before official Go-live. The intent is that as key Customer users do their day-to-day tasks in the old system they will selectively duplicate the exercise in the Spillman Software. This provides familiarity with real world use in the new Software system as well as further review.

After the Mock Go-live period a mutual decision to proceed with the official Go-live (i.e., productive use of the Software) will be made.

Final Acceptance

Final Acceptance will occur when all of the above four items (Project Team Training, Functional Testing, End User Training and Mock Go-live) have been completed and Spillman and Customer agree to proceed with the official Go-live. Customer may withhold such agreement only for a material failure of the Software; i.e., the Software or a core component (e.g., RMS or CAD) or module goes down or is unusable, such that there is a significant impact to Customer's ability to use the Software, with no available workaround, or there is significant data loss or corruption. If there is such a material failure, Spillman will resolve it by, at its option, correcting or fixing the deficiency, replacing the deficient Software, or providing a reasonable workaround to Customer. Customer will cooperate with Spillman in resolving and testing for resolution of material failures, as Spillman may reasonably request. If Spillman is unable to resolve all material failures within a reasonable period of time, Customer may terminate the Agreement as set forth in Section 3.3.

COMPUTER SOFTWARE END-USER LICENSE AGREEMENT

Exhibit G White Box Data Conversion

Project Name: Kings County Data Conversion date: 09/17/2012

This Statement of Work sets forth the roles and responsibilities, assumptions, scope, constraints (with an estimated 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,	801.902.1200 xXXXX,	XXXX@spillman.com
White Box:	Derek Smith,	801.386.5013 Ext. 5016,	derek.smith@whiteboxt.com
Kings County:	Hector Valenzuela	559.852.2566	Hector.Valenzuela@co.kings.ca.us

PROJECT SUMMARY: Full conversion of legacy systems; Sirron (Civil), ITX(Mugshots/Documents) and QueTel(Evidence) for use in Spillman RMS; 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 H.T.E. legacy data to a SQL server format for use in an archived database 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

Kings

- 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
 - Work with White Box to generate a code map 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
- Analyst
 - Work with Spillman and Kings to develop the conversion rules and resolve issues identified during mock(s) and final conversion
- Engineer
 - Retrieve and prepare source data and setup other applicable systems
 - Build, test, run conversion and deliver converted data

Section 1-Full Data Conversion into Spillman:

Assumptions and Constraints (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
- Spillman will provide the code tables populated with Kings data in a timely manner to support the data mapping and conversion
- Images are included in this conversion
- 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 Kings, can result in a day-for-day delay in subsequent milestones that White Box is responsible for. If delays cause the project to extend beyond the Period of Performance, a postponement fee of 10% of the work order price for reallocation may be charged. (The period of performance begins from the inception of the project to 30 days after the scheduled go live).
- Following a White Box deliverable, unless otherwise specified Spillman or Kings has 10 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
- Code, configuration and maintenance tables will not be populated in the target system by White Box
- Errors or omissions in converted data that result from application, database, or source data changes by Spillman or Kings 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
08/25/12	Deliver Source data and code tables to White Box	Spillman /Kings
10/31/12	Deliver Table Mapping Document	White Box
11/14/12	Sign off on Table Mapping Document and code mapping (within 10 days of TMD delivery)	Spillman / Kings
01/30/13	Deliver first mock converted data and Exception Report(s)	White Box
2/13/13	Cut off for providing feedback on mock conversion (within 10 days of Mock delivery)	Spillman
5/1/13	Deliver second mock converted data and Exception Report(s)	White Box
5/15/13	Cut off for providing feedback on mock conversion (within 10 days of Mock delivery)	Spillman /Kings
07/12/13	Deliver third mock converted data and Exception Report(s)	White Box
7/26/13	Cut off for providing feedback on mock conversion (within 10 days of Mock delivery)	Spillman /Kings
11/22/13	Deliver source data for go live	Spillman /Kings
11/25/13	Deliver final converted data and Exception Report(s)	White Box
12/9/13	Cut off to sign and return project acceptance form or report issues	Spillman
12/25/13	Cut off for reporting post conversion issues (30 day Warranty period)	Spillman

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 systems and data format: Sirron (Civil), ITX (Mugshots/Documents) and QueTel (Evidence)
- Number of total source tables: 184
- Number of Source Tables needing Analysis and Conversion: No more than 52 total tables for all 4 databases
- Source data delivered to White Box Technologies: 8/25/2012
- Target Modules in scope: Spillman RMS
- Modules out of scope: Any not listed above including JMS or CAD

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 two 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 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 / Kings
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

Section 2-White Box Archival Conversion:

As part of this SOW White Box will convert the specified tables from the legacy H.T.E system 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.

Assumptions and Constraints:


- Kings County will provide to White Box the data in a portable format to convert e.g. .CSV or flat files with table header layouts
- White Box will not be analyzing, populating, migrating, cleansing or manipulating the converted SQL data into Spillman or any other Kings 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 including Spillman's Insight connector, should any additional software be needed a Change Request will be submitted
- Kings 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

Estimated Key project milestones (Archival Data Conversion):

Estimated Date	Milestone	Responsibility
10/15/12	Deliver Source data and code tables to White Box	Spillman /Kings
10/31/12	Develop Technical Specifications/Requirements	White Box/Kings
11/15/12	1 st convert to SQL	White Box
12/15/12	Deliver first mock converted data and interface test	White Box
1/15/13	Cut off for providing feedback on mock conversion (within 10 days of Mock delivery)	Spillman/Kings
5/1/13-7/1/13	Develop and finalize interface build-test as needed	White Box
11/22/13	Deliver source data for go live	Spillman /Kings
11/25/13	Deliver final converted data and Exception Report(s)	White Box
12/9/13	Cut off to sign and return project acceptance form or report issues	Spillman
12/25/13	Cut off for reporting post conversion issues (30 day Warranty period)	Spillman

KINGS COUNTY – STATEMENT OF WORK

Spillman



(Authorized Signature)

Name:


Daniel K. Speer

Title:

CEO

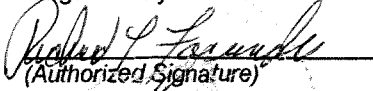
Date:

9.19.12


V P Product Development

9-20-12

Kings County



(Authorized Signature)

Name:

Richard Fagundes


Title:

Chairman, Board of Supervisors

Date:

SEP 25 2012

White Box



(Authorized Signature)

Name: Derek Smith

Title: Project Services

Date: September 17, 2012