

AGREEMENT  
by and among  
TIPPECANOE COUNTY  
CITY OF WEST LAFAYETTE  
PURDUE UNIVERSITY  
concerning

PURCHASE OF PUBLIC SAFETY SOFTWARE AND SERVICES FROM COLOSSUS, INC.

THIS AGREEMENT (hereinafter referred to as the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and among TIPPECANOE COUNTY, INDIANA, (hereinafter referred to as "COUNTY"); the CITY OF WEST LAFAYETTE, INDIANA (hereinafter referred to as "CITY"); and PURDUE UNIVERSITY POLICE DEPARTMENT (hereinafter referred to as the "PURDUE"). The above-named entities are collectively referred to herein as "PARTY" or "PARTIES."

**WITNESSETH:**

WHEREAS, the State of Indiana has entered into a Quantity Purchase Agreement (QPA) with Colossus, Inc. for provision of certain software and services related to Jail Management Software (JMS), Records Management Software (RMS), and Computer Aided Dispatch (CAD); and

WHEREAS, Colossus has indicated that its software is or will be compliant with the National Incident Based Reporting System (NIBRS) standards; and

WHEREAS, the parties wish to take advantage of the QPA and make their systems NIBRS compliant; and

WHEREAS, the parties wish to ensure particularly that they maintain compatible CAD systems; and

WHEREAS, the parties wish to comply with restrictions under IC 36-8-16.7-38 concerning permissible expenditures of funds made available through the statewide 911 fund under IC 36-8-16.7-38; and

WHEREAS, the PARTIES desire to also purchase additional software and services specific to the needs of their organization which are not permissible expenses for distributions made from the statewide 911 fund; and

WHEREAS, all parties wish to purchase CAD software;

WHEREAS, Tippecanoe County also wishes to purchase JMS software for the Tippecanoe County Sheriff and RMS software for the Sheriff and the Tippecanoe County Prosecutor; and

WHEREAS, the City also wishes to purchase RMS software; and

WHEREAS, Purdue wishes to purchase RMS software; and

WHEREAS, the Parties wish to have the County serve as the lead agency for acquisition of the software and services described herein.

WHEREAS, this Agreement shall document the PARTIES' understanding as to purchase of the software and services from Colossus, Inc.; allocation of purchase costs among the PARTIES; manner of payment of such Costs by the PARTIES, and other matters related thereto;

NOW, THEREFORE, the PARTIES agree as follows:

**1. Definitions**

- a. QPA means the Quality Purchase Agreement between the State of Indiana and Colossus, Incorporated dated September 16, 2009, and subsequently amended, most recently by Amendment #4 thereto on or about June 27, 2019.

**2. Contract with Colossus, Inc.** The County shall enter into a contract with Colossus Inc. for the software and services described herein on its own behalf and on behalf of the City and Purdue. Said contract shall be substantially in the form of the documents attached hereto as Exhibit A and the QPA. In addition to making the payments as described in Section 3, the Parties shall meet the non-financial obligations set forth in the Colossus Agreements for their respective products, including without limitation, supplying the required hardware, data, and contact personnel as set forth in the Statements of Work listed in Exhibit A for conversion from their respective existing systems to the Colossus products and implementation of said products.

**3. Payment.** The intent of the parties is that the agreements with Colossus will be payable over a period of years. Payments for CAD related expenses will be paid out of distributions from the Statewide 911 fund. The Parties will be responsible for funding the remaining portions of their obligations out of their own funds. In particular, but without limitation, the County, City, and Purdue, will be financially responsible for their respective RMS systems. The County will additionally be responsible for its JMS system. The parties recognize that the fiscal process in Indiana is such that they are unable to bind fiscal bodies for future fiscal years. Therefore, the parties shall incorporate into relevant contracts a provision allowing termination if funding is not made available from the appropriate fiscal body after the party affirmatively requests such funding.

The parties anticipate that the costs of the contract will be in the amounts and payable on the schedule set forth on EXHIBIT B.

**4. Duration and Renewal.** This Agreement will commence upon the date of last signature and shall expire eight (8) years from the date of signature of the last signing party or upon final acceptance of and payment for any and all work arising out of the Colossus Agreements, whichever comes last, unless amended or terminated as provided in this Agreement. This Agreement may be renewed under the same terms and conditions subject to the approval of the Parties.

## GENERAL PROVISIONS

Except as otherwise limited pursuant to local, state, and/or Federal laws, ordinances, codes, rules and regulations, the PARTIES agree to the following:

1. **Access to Records.** Each PARTY shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Agreement, and shall make such materials available at their respective offices at all reasonable times during the period of this Agreement and for eight (8) years from the date of final payment under the terms of this Agreement, for inspection or audit.
2. **Assignment; Successors.** Each PARTY binds its successors and assignees to all the terms and conditions of this Agreement. The PARTIES shall not assign or subcontract the whole or any part of this Agreement without written consent by the other PARTIES.
3. **Audit.** Each PARTY acknowledges that it may be required to submit to an audit of funds paid through this Agreement.
4. **Authority to Bind Parties.** Each PARTY warrants that it has the necessary authority to enter into this Agreement. The signatory for each of the PARTIES represents that he/she has been duly authorized to execute this Agreement on behalf of the PARTY, and has obtained all necessary or applicable approval to make this Agreement fully binding upon the PARTY.
5. **Disputes.**
  - A. Should any disputes arise with respect to this Agreement, the PARTIES and agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
  - B. Each PARTY agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute. Should a PARTY fail to continue to perform its responsibilities regarding all non-disputed matters, without delay, any additional costs incurred by the other PARTIES to this Agreement as a result of such failure to proceed shall be borne by the PARTY.
6. **Force Majeure.** In the event that either PARTY is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected PARTY (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other PARTY and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the PARTY whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

7. **Funding Cancellation Clause.** In the event that a Party is not able to obtain funding, after affirmatively requesting such funding, for the provision of the goods and or services to be provided in accordance with this Agreement, that Party may terminate its participation in this Agreement on thirty (30) days written notice to the other Parties. In such event, the terminating party agrees that it shall reimburse the other Party or Colossus for all expenses incurred under this Agreement before written notice of termination is received. Such charges, however, shall not exceed the total purchase price under this Agreement. The parties understand that the funding for a multi-year agreement is done on a year-to-year basis, and this provision applies annually.

8. **Governing Laws.** This Agreement is entered into in Indiana and all matters arising under or related to this Agreement shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Indiana. Courts of competent authority located in Tippecanoe County, Indiana shall have sole and exclusive jurisdiction of any action arising out of or in connection with the Agreement, and such courts shall be the sole and exclusive venue for any such action.

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TIPPECANOE COUNTY  
BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Tracy A. Brown, President

By: \_\_\_\_\_  
Thomas P. Murtaugh, Vice-President

By: \_\_\_\_\_  
David S. Byers, Member

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Robert Plantenga, Auditor

Date: \_\_\_\_\_

SHERIFF, TIPPECANOE COUNTY

\_\_\_\_\_  
Robert Goldsmith

Date: \_\_\_\_\_

PURDUE POLICE DEPARTMENT

By: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF WEST LAFAYETTE

By: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

1. Quotation/Order Form - Q-01295-2 - August 31, 2020
2. Statements of Work CAD/MOBILE/RMS and JMS  
(Reference quote Q-01295-2 dated 2020-08-31)
3. State QPA Schedules.
  - a. Schedule A-2 Software License Agreement
  - b. Exhibit C Software Maintenance Agreement
  - c. Schedule J-1 RMS Master Subscription Agreement
4. Tippecanoe County, Indiana Additional Terms and Conditions



Colossus, Incorporated

# Quotation | Order Form

**Quote For:** Tippecanoe County Sheriff's Office  
**- Consolidated -**  
 2640 Duncan Road  
 Lafayette, IN 47904

**Quote Nbr:** Q-01295-2  
**Create Date:** Aug 31, 2020  
**Expire Date:** Sep 8, 2020  
**Paym't Terms:** Net 30  
*(Per Schedule Herein)*

**For End User:** Tippecanoe County Sheriff's Office

**Contact:** Captain Robert Hainje  
**Phone:** 765-423-9388  
**Mobile:**  
**Email:** [rwhainje@tippecanoe.in.gov](mailto:rwhainje@tippecanoe.in.gov)

**Sales Exec:** Rich Riemann  
**Mobile:** 636.485.6317  
**Email:** [riemann@caliberpublicsafety.com](mailto:riemann@caliberpublicsafety.com)  
**Orders Fax:** +1 866-368-8602

Prod Family	Item Family	Product Code	Product Description	QTY	Price	
CAD	Software	CAD-CLIENT-FT	CAD Client Software License - Full Time	15	\$ 165,000	
		CAD-CLIENT-PT	CAD Client Software License - Part Time	14	\$ 98,000	
		CI-UPGD-CADNGCL	CAD/Map Engine Software License/3rd Party Software	29	\$ 8,700	
		CAD-CLNT-NCIC	CAD CJIS Query Only License	15	\$ 22,500	
		CAD-ADMIN-NCIC	CAD CJIS Query Only License (Admin/Backup Position)	14	\$ 10,500	
		CAD-SERVERSW	CAD Server Software License	1	\$ 20,000	
		CJIS-SVR-CIS	CIS Server Software License	1	\$ 6,500	
		CAD-SVR-WBCAD	WebCAD (View Only) License (10 concurrent users)	1	\$ 9,600	
		CAD-INTER-ONE	CAD One Way Export from CAD - ESO ePCR	1	\$ 3,000	
		SI-CAD-1WAYXSLT	CAD Interfaces One Way Export that requires a XLST.	1	\$ 3,000	
		SI-CAD-1WAYXSLT	CAD Interfaces   Utility BWC	1	\$ 3,000	
		SI-CAD-1WAYXSLT	CAD Interfaces   Cry Wolf	1	\$ 3,000	
		<b>Total CAD Software Licenses</b>				
	Services	CI-DEV	CAD Data Conversion		\$ 28,480	
		SI-CAD-2WAY	CAD Interfaces Installation Services per Interface		\$ 1,602	
		SI-CAD-1WAY	CAD Interfaces Installation Services per Interface		\$ 1,602	
		SI-CAD-1WAYXSLT	CAD Interfaces XSLT   Utility BWC Setup Fee		\$ 1,602	
		SI-CAD-1WAYXSLT	CAD Interfaces XSLT   Cry Wolf Setup Fee		\$ 1,602	
		CI-TR	Trainers on site for Go-Live		\$ 11,880	
		TR-TRKIT	CAD Portable Training Kit (4 wrkstns or 4 laptops)		\$ 550	
		CI-DS	CAD MSAG processing, CAD Admin Configuration		\$ 4,272	
		TR-CADUSR	CAD User Training (2 day class, 8 users max per class)		\$ 10,146	
		PS-CAD-20	CAD Implementation & Consulting Services		\$ 84,960	
		TR-TRKIT	CAD Portable Training Kit (4 wrkstns or 4 laptops)		\$ 550	
		CI-WKSI	Software Install (per wrkstn)- Customer provided hardware		\$ 7,743	
		CI-WC-NEW	Web CAD Installation Services (new)		\$ 1,246	
		CI-PM	Project Management Services		\$ 35,600	
		TR-NCICWEB	NCIC Services (Deploy/Training/PM)		\$ 979	
		CI-TECH	2) WorkFlow Demo		\$ 6,408	
			Tech to Install Additional Sites			
			Tech Support for Admin Training			
			Tech Support for CAD Cut Live			
<b>Total CAD Services</b>					<b>\$ 199,222</b>	
<b>Total CAD</b>					<b>\$ 552,022</b>	
Mobile	Software	MC-CLIENT	Mobile 10 Client Software License	152	\$ 190,000	
		MC-MOBMAP	Mobile Mapping Client Software (per client)	152	\$ 36,480	
		MC-POCKETCOP	PocketCop Client	22	\$ 10,560	
		MC-POCKETRESCUE	PocketRescue Client	49	\$ 9,555	
		MC-SERVER<450	Mobile 10 Server Software License 251 - 450 Clients	1	\$ 35,500	
		INTERDEX	InterDex	1		
	<b>Total Mobile Software Licenses</b>					<b>\$ 282,095</b>
	Services	PS-MOB-NEW	Mobile "New" Implementation & Consulting Services Professional Services for a NEW Mobile includes the following services all remote unless noted: Project Management; Kickoff Meeting; Business Practice Review; System configuration (Site Survey - Customer Provided HW); Software and Interface Installation and Configuration; Training (1 Mobile Admin, Mobile User 2- 4Hr classes, 16 users max) Onsite; Cutover (1 Day) and Post Cut Support up to 4 hrs.		\$ 12,460	

**Mobile**

SI-PCKT-RMTE	Mobility Service Add On (PocketCop)	\$	1,068
TR-MC-WEB	Training- Mobile/PocketCop Web (2 hours)	\$	534
TR-MC-GLS	Mobile Cut Live TrainingSupport (over 30 Clients)	\$	3,560
<b>Total Mobile Services</b>			<b>\$ 17,622</b>
<b>Total MOBILE</b>			<b>\$ 299,717</b>

**RMS**

<b>Software</b>	OL-RMS-PLUS	Online RMS Plus - Sworn	167	\$	61,790	
	OL-RMS-PLUS-NS	Online RMS Plus - Non-Sworn	123			
	OL-RMS-VIEW	Online RMS - View Only (per user, per year)	57	\$	6,270	
	OL-INT	Online RMS - Odyssey JTAC Warrants Interface	4	\$	2,000	
	OL-INT	Aries - IN only LexisNexis (Verify States) ReportBeam Standard Crash ICD	4	\$	2,000	
	OL-INT	Online RMS eCitation interface (Standard one-way inbound data exchange-Changes to interface will incur additional costs)	4	\$	2,000	
	OL-RMS-DATA100	Online RMS Data Storage - 100GB	4	\$	6,000	
	<b>Total RMS Software Licenses / Subscription</b>			<b>\$</b>	<b>80,060</b>	
	<b>Services</b>	OL-DS-PLATINUM	Online RMS Data Conversion Platinum Package #1 - Arrest Package, Citations Package, Incidents Package, Warrants Package -- New		\$	56,960
		CI-DEV	RMS Data Conversion		\$	14,760
		OL-NIBRS +300	NIBRS Certification Assistance Package		\$	22,500
		CI-OL-INT	Online RMS Interface Setup Fee		\$	12,460
		CI-OL-INT	Online RMS Interface Setup Fee		\$	12,460
		CI-OL-INT	Online RMS Interface Setup Fee		\$	12,460
TR-OL-TRTR		Train the Trainer (24 hrs per class, 8 students max)		\$	18,868	
PS-RMS-101		Services include: Project Management, Project Planning (Project Initiation/Kickoff Meeting/BPR, System Configuration), Cutover, Post Cutover Training.		\$	55,180	
<b>Total RMS Services</b>			<b>\$</b>	<b>205,648</b>		
<b>Total RMS</b>			<b>\$</b>	<b>285,708</b>		

**JMS**

<b>Software</b>	JailTracker Base Module	JT Base Module 1000; JT Electronic Module 1000; Web Module; Auto-Notify Module 1000; Face Rec 501-1000 ADP; JT Doc-Image 1000; Bar Coding Module 1000; Inmate Phone Interface; Vine Interface; JT Interface; Commissary Interface; Med Provider Interface.	1	\$	84,965
	<hr/>				
<b>Services</b>	JailTracker Professional Services	Project Management; Business Process Review; Onsite Training - Support Go Live; Data Conversion		\$	82,300
<b>Total JMS</b>			<b>\$</b>	<b>167,265</b>	

<b>Annual Maintenance - Support: CAD   Mobile</b>	<b>\$</b>	<b>126,979</b>
<b>Annual Maintenance - Support: JMS</b>	<b>\$</b>	<b>18,692</b>
<b>Estimated Travel</b>	<b>\$</b>	<b>40,525</b>

**Year 1 | Total Quotation - Order \$ 1,490,908**

Payment Schedule | 8 Year Term | Net 30 Days

Year 1:	\$	1,532,660	Sep 08, 2020
Year 2:	\$	-	Jan 01, 2021
Year 3:	\$	292,012	Jan 01, 2022
Year 4:	\$	292,012	Jan 01, 2023
Year 5:	\$	292,012	Jan 01, 2024
Year 6:	\$	292,012	Jan 01, 2025
Year 7:	\$	292,012	Jan 01, 2026
Year 8:	\$	292,012	Jan 01, 2027

**TOTAL 8 Year Term \$ 3,284,729**

Year 9:	\$	309,698	Jan 01, 2028
Year 10:	\$	325,183	Jan 01, 2029

Quotation | Order Form Acceptance

**COLOSSUS, INCORPORATED**

**Tippecanoe County Sheriff's Office**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Additional Terms and Conditions**

- 1) The Quotation | Order Form does not include hardware; all hardware purchased directly by the customer must be in accordance to **Colossus, Incorporated** (herein after referred to as "Caliber Public Safety") hardware specifications.
- 2) This Quotation incorporates by reference the Professional Services Contract EDS# H 28-10-1 dated September 17 2009, as amended from time to time(the "Contract") between the State of Indiana acting through the Intergrated Public Safety Commission on behalf of teh Indiana State Police, and for limited purposes, all other Indiana Government Entities between Colossus, Incorporated and Customer.
- 3) Any purchase order provided by Customer is valid only for purposes of identifying the "bill to" and "ship to" addresses. No additional terms contained within the purchase order shall be binding on **Colossus, Incorporated**.
- 4) Applicable taxes, shipping and handling are not included unless specifically stated and will be added to the invoice at the time of issuance.
- 5) Each party executing this Quotation acknowledge and warrant that [he][she] is duly authorized by **Colossus, Incorporated** and/or the Customer to execute this Quotation on **Colossus, Incorporated's** and/or the Customer's behalf.
- 6) Unless otherwise marked on the actual invoice, payment terms are **net-30 days** from the date of invoice.
- 7) Transmission of images of signed Quotation | Order Form by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.
- 8) Maintenance & Support services commence upon the effective date of the Agreement.



# Statements of Work

Tippecanoe County Sheriff's Office, IN

2008-2020 Colossus, Incorporated (hereinafter referred to as "Caliber", "Caliber Public Safety" or "CPS" and/or JailTracker). **All rights reserved. The information contained in this document represents Caliber's contractual documentation as of the date of publication and is subject to change without notice. No part of this document may be reproduced or transmitted in any form or by any means, electronic or mechanical, for any purpose, without the express written permission of Caliber. Other product and company names mentioned herein may be the trademarks of their respective owners.**

## GENERAL INFORMATION

These Statements of Work ("SOWs") are entered into and agreed upon effective as of [REDACTED] by and between Colossus, Incorporated d/b/a InterAct Public Safety Systems (hereinafter referred to as "Caliber", "Caliber Public Safety", "CPS" and/or JailTracker), and the customer identified below ("Customer"). This SOW expressly incorporates by reference the entirety of that certain Professional Services Contract dated as of September 17, 2009, as amended from time to time (the "Contract") between the State of Indiana acting through the Integrated Public Safety Commission ("IPSC") on behalf of the Indiana State Police ("ISP"), and for limited purposes, all other Indiana Governmental Entities (the State, IPSC, ISP, and all other Indiana Governmental Entities collectively referred to as "the State") between Caliber and Tippecanoe County Sheriff's Office, IN (the "Agreement"). If the Customer identified below is not a party to the Agreement identified above, then the Customer identified below agrees that upon incorporation of the Agreement into this SOW all provisions applicable to the "Customer" in the Agreement shall be applicable to the Customer identified below. Upon execution by Caliber and Customer, this SOW shall constitute a binding Agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement. Reference is also made to those certain Quotation/Sales Orders #Q-01295-2 dated 08/31/2020 for Caliber products and services each signed by Caliber and Customer (collectively the "Order Form").

Effective Date:			
Customer Name:	Tippecanoe County Sheriff's Office		
Designated Location:	2640 Duncan Road; Lafayette, IN 47904		
Customer Contact:	Capt. Robert Hainje		
Customer Phone:	765-423-9388	Customer Email:	<a href="mailto:rwhainje@tippecanoe.in.gov">rwhainje@tippecanoe.in.gov</a>

### Statement of Work Approval (Customer Name)

Print name/title of authorizing person:			
Signature of authorizing person:		Date:	

### Statement of Work Approval – COLOSSUS, INCORPORATED d/b/a InterAct Public Safety Systems

Print name/title of authorizing person:			
Signature of authorizing person:		Date:	

### Statement of Work Approval – (Other Stakeholders - Customer )

Print name/title of authorizing person:			
Signature of authorizing person:		Date:	

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This document includes:

Statement of Work (“SOW”) for CPS in the following sections

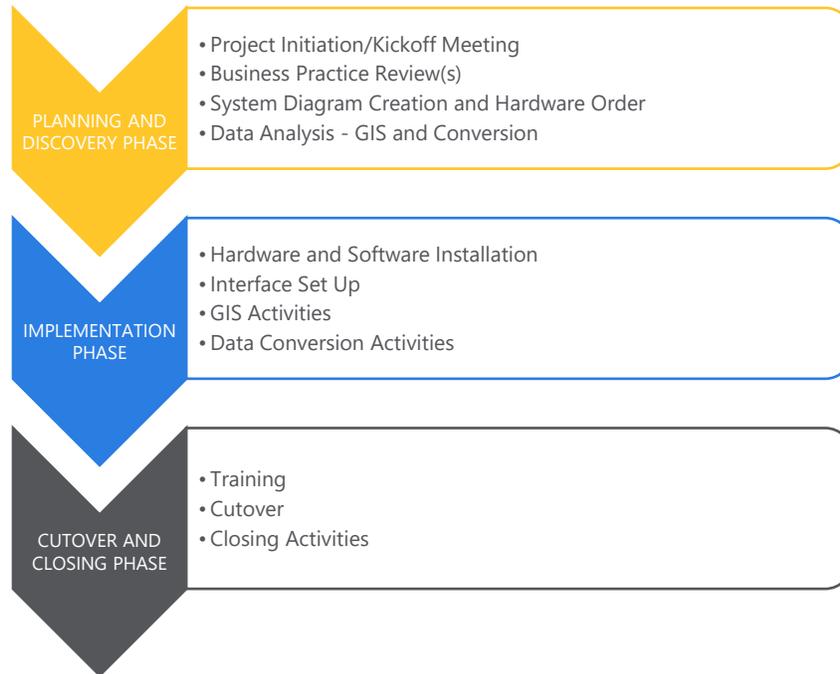
AND

Statement of Work (“SOW”) for JailTracker under  
[ATTACHMENT D. JAILTRACKER STATEMENT OF WORK \(SOW\)](#)

SECTION 1: INTRODUCTION

This Statement of Work (“SOW”) defines scope, project services, deliverables, dependencies, assumptions and responsibilities of Customer and Caliber for the implementation of the Scope of Work (the “Project”) defined below. In case of discrepancies between the scope outlined in this document and the Order Form, the Order Form supersedes this section unless otherwise noted.

Caliber Public Safety’s project implementation methodologies focuses on utilizing defined industry and program management best practices. An overview of our methodology is illustrated below.



This document includes the following sections:

- Section 2: Project Team, Communication, and Escalations
- Section 3: Scope of Work
- Section 4: Scope of Services, Responsibilities, and Deliverables
- Section 5: Infrastructure Requirements
- Attachments as necessary

## SECTION 2: PROJECT TEAM STRUCTURE, COMMUNICATION, AND ESCALATIONS

During the project, Caliber Public Safety will assign a team that will support your project. We will establish a Steering Committee that is comprised of Customer and Caliber Public Safety personnel to ensure that all facets of the project are managed appropriately and all decisions are being made in a timely manner. The Caliber Public Safety Project Manager will coordinate the implementation effort with Customer staff. This responsibility includes managing, documenting, and monitoring the overall project in accordance to this SOW.

The Caliber Public Safety project team:

Personnel is subject to change based on availability

ROLE	RESPONSIBILITIES	POC(s)	Contact Information
Project Executive Sponsor	Escalation point for issues that arise beyond the project level	<ul style="list-style-type: none"> <li>Vice-President of Professional Services</li> <li>Professional Services Director</li> </ul>	<ul style="list-style-type: none"> <li>Diva Mayeau <a href="mailto:dmayeau@caliberpublicsafety.com">dmayeau@caliberpublicsafety.com</a></li> <li>Chad Brymer <a href="mailto:cbrymer@caliberpublicsafety.com">cbrymer@caliberpublicsafety.com</a></li> </ul>
Project Manager	The project manager will be the primary point of contact and responsible for the management of this SOW as in regards to CPS Deliverables	Project Manager	<ul style="list-style-type: none"> <li>Alicia Bremner <a href="mailto:abremner@caliberpublicsafety.com">abremner@caliberpublicsafety.com</a></li> </ul>
Sales Executive	The sales executive will be the point of contact for any questions about the sale and future change orders	Sales Executive	<ul style="list-style-type: none"> <li>Richard Riemann <a href="mailto:rriemann@caliberpublicsafety.com">rriemann@caliberpublicsafety.com</a></li> </ul>
Application Consultant & Technical Team	Through the implementation, Application Consultants will be assigned to review existing processes and consult in how to best implement the systems in Operations; this includes review of current practices, data, and/or internal processes. This team will also be the team that will provide training and cutover support on the applications being deployed	Application Consultants	<ul style="list-style-type: none"> <li>Eric Tookes – Project Coordinator <a href="mailto:etookes@caliberpublicsafety.com">etookes@caliberpublicsafety.com</a></li> <li>Chrissie Hatton – Mobile and RMS Application Consultant <a href="mailto:chatton@caliberpublicsafety.com">chatton@caliberpublicsafety.com</a></li> <li>Beverly Goodin - CAD Application Consultant <a href="mailto:bgoodin@caliberpublicsafety.com">bgoodin@caliberpublicsafety.com</a></li> </ul>
Technical Services Team	The Technical Team is responsible for data migrations, GIS work, Software, Interface Installation, and Deployments.	Data Services  GIS  Deployment	<ul style="list-style-type: none"> <li>Jeremy McDougal –GIS/Data Conversion Manager <a href="mailto:jmcdougal@caliberpublicsafety.com">jmcdougal@caliberpublicsafety.com</a></li> <li>Darren Hibbard – GIS Project Manager <a href="mailto:jhibbard@caliberpublicsafety.com">jhibbard@caliberpublicsafety.com</a></li> <li>Charles Smith – Deployment Team Lead <a href="mailto:csmith@caliberpublicsafety.com">csmith@caliberpublicsafety.com</a></li> </ul>
Customer Support Services Team	Following go-live, you will be assigned a Caliber Public Safety Customer Success Manager who will be your “go-to” resource for questions, issues, additional training, and onsite support as required. While you are always free to call our main Customer support number, your Customer Success Manager will serve as a direct resource to support your day-to-day Caliber Public Safety needs.	Vice-President of Customer Support Customer Success Manager	<ul style="list-style-type: none"> <li>Derek Smith <a href="mailto:dsmith@caliberpublicsafety.com">dsmith@caliberpublicsafety.com</a></li> <li>Isaac Sprague <a href="mailto:ISprague@caliberpublicsafety.com">ISprague@caliberpublicsafety.com</a></li> </ul>

Customer Project Team:

Caliber requires that the Customer assign appropriate staff for key tasks in the project 100% through the duration of the task as described in the project plan. The specific number of employees is up to the Customer and dependent on how the assigned staff can make decisions about configuration of the systems and their area of expertise and influence on users for change management. The assigned project manager will work with the **Customer’s** project managers to map the **Customer’s** staffing requirements.

The success of the project starts at the beginning of the project even before the contract award is finalized. Caliber Public Safety will sell the products, services, and experience but it is the Customer who owns the solution. As such, your support, dedication, and ownership sets the tone from the beginning.

Creating a Core Team — this is the **Customer’s** team that will assist Caliber with:

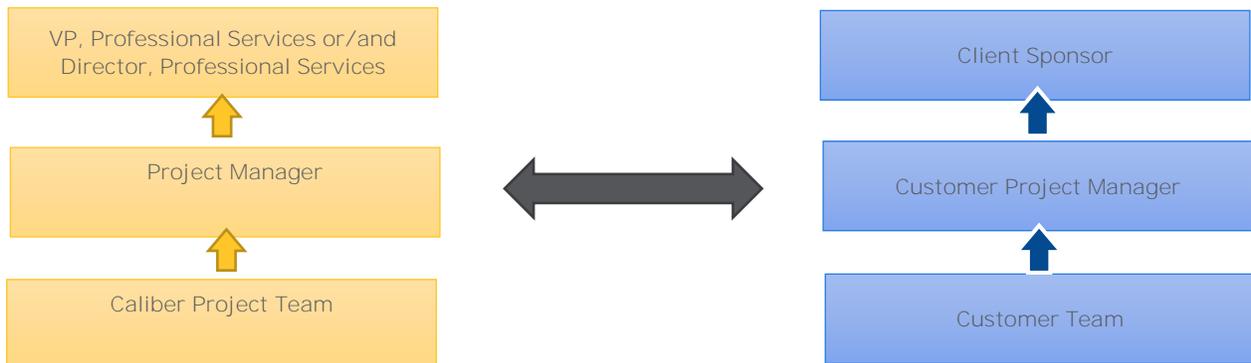
- Clear knowledge of current department business practices, department policies and procedures.
- Authority to make or suggest new business practices for the department.
- Users who will function as the department experts and have the skills to train/assist other users.
- Basic working knowledge of computers (example: browsers and browser settings, file attachments).
- Working knowledge of Microsoft Office (understand copy and paste, save files locally).
- Willing to participate in open classroom discussions.

Maintain a Partnership with the Caliber team — together we will succeed!

- Actively participate in meeting and project activities.
- Completing data collection worksheets, wholly and accurately.
- Fully engage in training activities.
- Thoroughly test and exercise the systems.
- Plan for change management activities for your organization.
- **Plan and “staff up” for project Go-Lives.**

During the project implementation, the following hierarchy will be use and this includes escalations:

Project Hierarchy:



## SECTION 3. SCOPE OF WORK

The following sections describe the timeline, products and services to provide to Tippecanoe County, IN, which includes the following agencies:

- Tippecanoe County for the use of CAD, Mobile, OnlineRMS, and JailTracker which includes
  - Tippecanoe County Prosecutor Office Mobile and Records
- West Lafayette Police Department for the use of CAD, Mobile, OnlineRMS
- Purdue University Police Department for the use of CAD, Mobile, OnlineRMS

### 3.1: Proposed Timeline

Tippecanoe County, IN - Proposed Schedule			
PHASE	TASK	CURRENT DATES <i>Subject to change based on availability from both parties at contract signature</i>	RESOURCE
<b>CONTRACT SIGNATURE BY OR BEFORE SEPTEMBER 8, 2020, All Tasks REMOTE unless otherwise noted</b>			
PLANNING & DISCOVERY PHASE	Official Initiation/Kickoff	To be scheduled	Tippecanoe & CPS
	Site Survey and Hardware Order by Tippecanoe for CAD and Mobile - <b>ONSITE - Completed</b>	Wk: 7/2020	Tippecanoe & CPS
	Final GIS/RMS Conversion Data Source Ready for CPS	Wk: 7/20/20	Tippecanoe
	GIS Data Review Starts	Wk: 7/20/20	CPS
	Business Practice Review(s)		
	CAD (Onsite) - <b>Completed</b>	7/21 and 7/22	Tippecanoe & CPS
	RMS (Remote) - <b>Completed</b>	7/13 and 7/14	Tippecanoe & CPS
	Mobile (Remote) - <b>Completed</b>	7/16-7/17	Tippecanoe & CPS
	RMS Conversion Review Starts	Wk: 8/3/20	CPS
IMPLEMENTATION PHASE	<b>CAD AND MOBILE</b>		
	Infrastructure Set Up - HW is staged onsite for CAD and Mobile and ready for CPS	Wk: 8/10/20	Tippecanoe
	Training Kits shipped for training	TBD	CPS
	CAD and Mobile Software Installation	Wk: 9/21/20	CPS
	Interface Installation Starts (no end date provided; CPS will make sure its completed before the beginning of each system's administration training)	After 9/21/20 TBD	CPS
	Demonstration of CAD Baseline System #2 with client's data	10/20/20	Tippecanoe & CPS
	CAD Administration Training (Onsite)	10/27/20 - 10/30/20	Tippecanoe & CPS
	Mobile Administration Training (Onsite)	12/01/20 - 12/02/20	Tippecanoe & CPS
	CAD Client Set Up	10/30/20 and On	Tippecanoe
	<b>ONLINERMS</b>		
	RMS Configuration; after signature this will be review	Ongoing	CPS
	RMS Client Modification (if applicable)	Ongoing	Tippecanoe
	RMS Administration Training	8/26/20 - 8/28/20	Tippecanoe & CPS
	RMS Client Set up	8/26/20 and on	Tippecanoe
	Approval of converted RMS Master Indices to include Address, People, Business, Vehicle, Property (as applicable) - Remaining RMS data to be converted after Cut.	10/26/20-10/30/20	Tippecanoe
CUTOVER & CLOSING PHASES	<b>MOBILE</b>		
	Mobile Train the Training (Onsite)	12/03/20 - 12/04/20	Tippecanoe & CPS
	Mobile Staff Training	After 12/04/20	Tippecanoe
	Mobile Cutover Preparation	After 12/04/20	Tippecanoe & CPS
	<b>CAD</b>		
	CAD User User Session 1 (Onsite)	01/06/21 - 01/07/21	Tippecanoe & CPS
	CAD User User Session 2 (Onsite)	01/12/21-01/13/21	Tippecanoe & CPS
	CAD User User Session 3 (Onsite)	01/14/21-01/15/21	Tippecanoe & CPS
	CAD User User Session 4 (Onsite)	01/19/21 - 01/20/21	Tippecanoe & CPS
	CAD User User Session 5 (Onsite)	01/21/21 - 01/22/21	Tippecanoe & CPS
	CAD Cutover Preparation	01/22/21 and on	Tippecanoe & CPS
	<b>ONLINERMS</b>		
	RMS TTT Training (Onsite)	9/02/20-9/04/20	Tippecanoe & CPS
	RMS Staff Training	9/04/20- and on	Tippecanoe
	RMS Cutover Preparation	After 9/04/20	Tippecanoe & CPS
	<b>CUTOVER</b>		
	<b>CAD &amp; MOBILE (Onsite)</b>	<b>01/26/21 - 01/28/21</b>	<b>Tippecanoe &amp; CPS</b>
	<b>RMS CUTOVER (Onsite); this includes Master Indices converted for cutover</b>	<b>11/17/2020 -11/19/20</b>	<b>Tippecanoe &amp; CPS</b>
	RMS Remaining Data Conversion Completion; <i>this timeframe does not include any fixes that will result from conversion.</i>	11/20/20-02/26/20	CPS
	<b>Thanksgiving Holiday</b>		
	Cutover Support Follow Up	11/25/20-11/26/20	<b>BLOCKED DATES</b>
	NBIRS Certification Starts (Tippecanoe to lead and CPS to assist)	12/15/20-12/16/20	Tippecanoe & CPS
	12/15/20-3/15/21	Tippecanoe & CPS	
<b>End of Year Holidays</b>			
NBIRS Certification Achieved (Estimate)	12/24/20, 12/25/20, 1/1/21	<b>BLOCKED DATES</b>	
	3/31/21	Tippecanoe & CPS	
<b>PROJECT CLOSURE ON OR BEFORE 4/1/2021</b>			

Assumptions/Condition to the proposed timeline:

The above current schedule includes tasks underway. After contract signature, dates will be reviewed and locked. CPS cannot guarantee CAD, Mobile and/or RMS cutovers unless the above dates are agreed and met.

3.2 Product(s), Ancillary (ies), Interface(s) and Custom Work

The Customer has procured the following products, ancillaries and interfaces and/or Custom Work. In case of discrepancies between the scope outlined below and the Order Form, the SOW supersedes the Order Form.

Software Maintenance for CAD and Mobile and Online Subscription will commence at contract signature

Product and Version: Ancillary Application(s) and Interface(s)
<p>CPS CAD NG Version 10.19 or later</p> <ul style="list-style-type: none"> <li>• 1 - CAD Server Software License</li> <li>• 1 - CIS Server Software License</li> <li>• 1 - WebCAD (View Only) License (10 concurrent users)</li> <li>• 15 - CAD Client Software License - Full Time distributed as follows:                             <ul style="list-style-type: none"> <li>◦ <i>Tippecanoe County: 8; West Lafayette PD: 4 and Purdue University: 3</i></li> </ul> </li> <li>• 14 - CAD Client Software License - Part Time distributed as follows:                             <ul style="list-style-type: none"> <li>◦ <i>Tippecanoe County: 12; West Lafayette PD: 1 and Purdue University: 1</i></li> </ul> </li> <li>• 29 - CAD/Map Engine Software License/3rd Party Software (per license) distributed as follows:                             <ul style="list-style-type: none"> <li>◦ <i>Tippecanoe County: 20; West Lafayette PD: 5 and Purdue University: 4</i></li> </ul> </li> <li>• 15 - CAD CJIS Query Only License                             <ul style="list-style-type: none"> <li>◦ <i>Tippecanoe County: 8; West Lafayette PD: 4 and Purdue University: 3</i></li> </ul> </li> <li>• 14 - CAD CJIS Query Only License (Admin/Backup Position)                             <ul style="list-style-type: none"> <li>◦ <i>Tippecanoe County: 12; West Lafayette PD: 1 and Purdue University: 1</i></li> </ul> </li> </ul>
<p>Included in CAD are the following ancillaries:</p> <ul style="list-style-type: none"> <li>• Disconnected Operations</li> <li>• Validation Service</li> <li>• CPS Maps Version 10 or later, which includes GPS Tracker (Used if Customers want to view GPS/AVL data on the CPS (map)</li> <li>• <b>InterDEx™ (if Embedded CIS is procured).</b></li> </ul> <p>Included in CAD are the following baseline interfaces:</p> <ul style="list-style-type: none"> <li>• 9-1-1 interface*<sup>1</sup></li> <li>• Pagegate interface*<sup>1</sup></li> <li>• Phase II wireless*<sup>1</sup></li> <li>• CJIS Query Only*<sup>1</sup></li> </ul> <p>Included in CAD are the following interfaces based on procurement:</p> <ul style="list-style-type: none"> <li>• CAD One Way Export from CAD to ESO ePRC for Tippecanoe County only</li> <li>• CAD One Way Export to ImageTrend for Purdue University and West Lafayette only</li> <li>• CAD One Way to CryWolf False Alarm Billing for Tippecanoe County only</li> <li>• CAD One Way to Interface to Utility/BodyWornCamera for West Lafayette PFD only</li> </ul>
<p>CPS Mobile Version 10.19 or later License Quantity:</p> <ul style="list-style-type: none"> <li>• 1 - Mobile 10 Server Software License</li> <li>• 1 - InterDex</li> <li>• 152 - Mobile 10 Client Software License distributed as follows:                             <ul style="list-style-type: none"> <li>◦ <i>Tippecanoe County: 87; West Lafayette PD: 45 and Purdue University: 20</i></li> </ul> </li> <li>• 152 - Mobile Mapping Client Software distributed as follows:                             <ul style="list-style-type: none"> <li>◦ <i>Tippecanoe County: 87; West Lafayette PD: 45 and Purdue University: 20</i></li> </ul> </li> <li>• 22 - PocketCop Client distributed as follows:                             <ul style="list-style-type: none"> <li>◦ <i>Tippecanoe County: 9; West Lafayette PD: 6 and Purdue University: 7</i></li> </ul> </li> <li>• 49 - PocketRescue Client distributed as follows:                             <ul style="list-style-type: none"> <li>◦ <i>Tippecanoe County: 45; West Lafayette PD: 0 and Purdue University: 4</i></li> </ul> </li> </ul>
<p>Included in Mobile Server are the following ancillaries:</p> <ul style="list-style-type: none"> <li>• Mobility Service 10.19 or greater</li> </ul>

Product and Version: Ancillary Application(s) and Interface(s)	
<ul style="list-style-type: none"> <li>• ICE 10.19 or greater</li> <li>• <b>InterDEx™ (if Embedded CIS is procured)</b> <i>Note: This requires a signed MOU</i></li> <li>• CJIS Query Only*1</li> </ul> <p>Ancillaries included:</p> <ul style="list-style-type: none"> <li>• Mobile Mapping * requires ESRI license</li> </ul>	
<p>RMS Version 11.22 or later</p> <ul style="list-style-type: none"> <li>• 167 - Online RMS Plus - Sworn distributed as follows:               <ul style="list-style-type: none"> <li>◦ Tippecanoe County: 72; West Lafayette PD: 50 and Purdue University: 45</li> </ul> </li> <li>• 123 - Online RMS Plus - Non-Sworn*1 distributed as follows:               <ul style="list-style-type: none"> <li>◦ Tippecanoe County: 76; West Lafayette PD: 30 and Purdue University: 17</li> </ul> </li> <li>• 57 - Online RMS - View Only (per user, per year)               <ul style="list-style-type: none"> <li>◦ Tippecanoe County: 57; West Lafayette PD: 0 and Purdue University: 0</li> </ul> </li> </ul> <p>*1 Non-Sworn users must be in the same organization/Customer as Sworn users. The ratio of Sworn to Non-Sworn shall not exceed 2 to 1 (up to 1 non-sworn for every 2 sworns).</p>	
<p>Included modules/ancillaries:</p> <ul style="list-style-type: none"> <li>• AdHoc Reports - Standard</li> <li>• Admin - Customer Management</li> <li>• Admin - State and Municipal Statute Management</li> <li>• Admin - User Management</li> <li>• BroadCast Messages</li> <li>• Crime Visualization Tool</li> <li>• Field Contact Management</li> <li>• Google Map Integration</li> <li>• Image &amp; Attachment Management</li> <li>• Incident Reporting</li> <li>• Incident Based Reporting Submissions (NIBRS or State IBR where supported)</li> <li>• Master Indices: Person, Vehicle, Location, Organization, Property, and Gang Management</li> <li>• Notifications</li> </ul>	<ul style="list-style-type: none"> <li>• Person Caution Management</li> <li>• Smart Search</li> <li>• Subscriptions</li> <li>• Case Management</li> <li>• Evidence Management</li> <li>• Field Arrest Management</li> <li>• Permit Management</li> <li>• Photo LineUps</li> <li>• RMS Citation Tracking</li> </ul> <p>Ancillary included: <b>InterDEx™ (if Embedded CIS is procured)</b></p> <p>Interfaces included: (for all agencies)</p> <ul style="list-style-type: none"> <li>• Indiana Aries - LexisNexis*1</li> <li>• Indiana eCitation (eCWS) *1</li> <li>• Indiana Odyssey JTAC Warrants</li> </ul>
Custom Functionality, Ancillaries and/or Interfaces	
<ul style="list-style-type: none"> <li>• n/a</li> </ul>	
Special Note	
<p>If OnlineRMS comes live before CAD and a CAD-RMS transfer is desired, Tippecanoe County will be required to work with their CAD Vendors to work with CPS in the delivery of Calls for Service and Incident information from such CAD system(s) in a manner that will be compliant to our Interface Control Document (ICD) for Online RMS processing. If this is required, CPS will deliver the ICD. The interface that will be offers allows Calls for Service and Incident information from a CAD system to be loaded into Online RMS for further processing. The CAD system generates an Online RMS compliant XML document and delivers the document to Caliber RMS via a web service. The XML document is processed and the data loaded into the Calls for Service module of the Online RMS database. Additionally, if enabled, an incident report will be created in Online RMS and assigned to the responding officer to complete.</p>	

3.2 Services

The Customer has procured the following services associated with the products, ancillaries and interfaces outlined above. In case of discrepancies between the scope outlined below and the Order Form, the SOW supersedes the Order Form.

**Important Note:**

Due to Covid19, On-Site activities will be evaluated based on the current situation around a) Agency's area, b) employee's home area and c) other Agency(s)'s areas the employee's schedule for your project has traveled to prior to Agency's site. CPS will discuss with Agency all viable alternatives to perform all services remote (preferred alternative for CPS).

After all alternatives have been discussed and travel is deemed needed and safe, CPS Project Manager will request in writing from the Agency the following:

- Confirmation that Caliber resources will be allowed at Agency's Site
- Agreement and acknowledgement that at any given time, CPS employee(s) will return home if at any point they feel their safety is no longer assured;
- Acknowledge that all of the necessary health recommendations by the Center for Disease Control and Prevention (CDC) have been taken including but not limiting to hand sanitizer, physical distancing and face masks;
- Report to CPS any Covid-19 cases at the agency. If their site has cases reported; CPS reserves the right to not send staff onsite and we will revisit the status again closer to the scheduled date.

If any travel activities were not performed, CPS will adjust year 2 - milestone payment to reflect the travels not incurred.

Product and Version	Services
CAD	<p>Professional Services include the following – remote unless otherwise noted: When on-site, the services will be provided during business hours 8 A.M. CST to 5 P.M. CST</p> <ul style="list-style-type: none"> <li>• Project Management</li> <li>• Kickoff/Initiation Meeting</li> <li>• <a href="#">Onsite</a> Business Practice Review (BPR)</li> <li>• System Configuration and Hardware Order Confirmation</li> <li>• GIS Activities; we will produce One (1) GIS Map for all agencies – It is assumed all agencies will be using the same CAD Event codes. If this changes, this will have to be handle via change order for additional services.</li> <li>• Software Installation and Configuration for <u>Customer provided hardware</u></li> <li>• Ancillary set up for WebCAD and NCIC</li> <li>• Interface set up for 911, Pagegate, Phase II Wireless, Master Time Clock, One Way Export from CAD - ESO ePCR, ImageTrend, CryWolf and Utility/BodyWornCamera</li> <li>• CAD Conversion includes:             <ul style="list-style-type: none"> <li>○ Priors</li> <li>○ Premise Notifications</li> <li>○ Employee</li> <li>○ POI (Places Of Interest)</li> <li>○ Incident Event Codes</li> </ul> </li> <li>• <a href="#">Onsite</a> Training as follows: <a href="#">Maximum number of students is shown below and it refers to the total number of students all agencies <u>as a whole</u> and not independently will sent to each class.</a> <ul style="list-style-type: none"> <li>○ One (1) Session of CAD Administration Training (4 days, 4 users maximum students)</li> <li>○ Five (5) Sessions CAD User Training (Each Session is 2 days for eight (8) users maximum per class)</li> </ul> </li> <li>• <a href="#">Onsite</a> Cutover and Support up to three business (3) days. For cutover day and cutover support days CPS will provide the following coverage:             <ul style="list-style-type: none"> <li>○ For Tippecanoe County – CPS will have One (1) Application Consultant and One (1) Tech Engineer*. These same resources will also cover the Prosecution Office for Mobile.</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ For West Lafayette Police Department - CPS will have One (1) Application Consultant. These same resources will also cover Mobile.</li> <li>○ Purdue University Police Department - CPS will have One (1) Application Consultant. These same resources will also cover Mobile.</li> </ul> <p><i>*This Tech will be a floater for all agencies and will be utilized based on needs. This Tech will be hosted at the main cutover location TBD.</i></p> <p>Note: <u>ONE Host and One Tenant that covers all agencies included in this agreement will be set up.</u></p>
Mobile	<p>Professional Services include the following – remote unless otherwise noted: When on-site, the services will be provided during business hours 8 A.M. CST to 5 P.M. CST <i>These services will be combined with CAD when appropriate.</i></p> <ul style="list-style-type: none"> <li>● Project Management</li> <li>● Kickoff/Initiation Meeting</li> <li>● Business Practice Review (BPR)</li> <li>● System Configuration</li> <li>● Software Installation and Configuration for <u>Customer provided hardware</u></li> <li>● <u>Onsite</u> Training as follows: <u>Maximum number of students is shown below and it refers to the total number of students all agencies as a whole and not independently will sent to each class.</u> <ul style="list-style-type: none"> <li>○ Training - Mobile Admin (1.5 day class) - maximum of 4 people per class</li> <li>○ Training Mobile User- (2- 4 hrs. classes, 16 users max))</li> </ul> </li> <li>● PocketCop /PocketRescue installations which includes 9 sessions of web training (2 hours); maximum of 8 students,</li> <li>● <u>Onsite</u> Cutover Preparation, Cutover and Support up to three business (3) days during business hours; this will include having ONE trainer in each of the sites. This will be combined with the CAD Cutover.</li> </ul>
OnlineRMS	<p>Professional Services include the following – remote unless otherwise noted: When on-site, the services will be provided during business hours 8 A.M. CST to 5 P.M. CST</p> <ul style="list-style-type: none"> <li>● Project Management/Consultation</li> <li>● Kickoff Meeting/Initiation Meeting</li> <li>● Business Practice Review (BPR); Onsite</li> <li>● System Configuration and Customer Set up</li> <li>● NLETS Configuration - existing schema</li> <li>● Online RMS Interface Setup for: Odyssey JTAC Warrants Interface; Aries and eCitation</li> <li>● <u>Onsite</u> Training as follows: <u>Maximum number of students is shown below and it refers to the total number of students all agencies as a whole and not independently will sent to each class.</u> <ul style="list-style-type: none"> <li>○ One (1) Session for Administration Training - 2 days per session for eight (8) Students Max</li> <li>○ One (1) Train the Trainer - 3 days for eight 12 students Maximum, 4 from each agency ONLY</li> </ul> </li> <li>● Online RMS Data Conversion includes: <ul style="list-style-type: none"> <li>○ Platinum Package #1 - Arrest Package, Citations Package, Incidents Package, Warrants Package</li> <li>○ Calls for Service and Traffic Incidents</li> </ul> </li> <li>● NIBRS Certification Assistance Package</li> <li>● <u>Onsite</u> Cutover Preparation, Cutover and Support up to three business (3) days. CPS will provide support as follows: <ul style="list-style-type: none"> <li>○ For Tippecanoe County – CPS will have One (1) Application Consultant. The same resource that will cover the Prosecution Office.</li> <li>○ For West Lafayette Police Department - CPS will have One (1) Application Consultant.</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>o Purdue University Police Department - CPS will have One (1) Application Consultant.</li> </ul>
Travel	Estimated Travel Expenses listed in the Order Form is \$40,525. Any travel expenses to be incurred above the estimations listed in the Order Form will be handled via change order.

3.3: Hardware

The Hardware needed for this project will be reviewed during System Configuration Task and/or before (highly preferred).

This excludes

Product and Version	Hardware
CAD	<ul style="list-style-type: none"> <li>• Customer is to order and deliver all CAD Servers, Third Party, Workstations and Components in accordance with the final schedule.</li> <li>• CPS will provide Two (2) Portable Training Kit (8-laptops) during training. Customer will be responsible for providing additional workstations/laptops to cover training.</li> </ul>
Mobile	<ul style="list-style-type: none"> <li>• Customer is to order and deliver all Mobile Servers, Third Party, Workstations and Components in accordance with the final schedule.</li> </ul>
OnlineRMS	<ul style="list-style-type: none"> <li>• Online RMS Data Storage - 100GB</li> </ul>

3.4 Project Conditions

Scope, Functionality, and Changes
<p>The Customer understands and acknowledges that this project will deliver a set of products as outlined in the table above with functionality, features, integration, and workflows, which are designed to operate as, delivered to Customer. Such products will not be customized, modified, altered, added or changed by CPS at the Customer's request other than as specifically identified and priced in the Order Form or a subsequently issued Change Order. Accordingly, the Customer accepts the CPS products as-is and will not require functionality or feature gaps based on comparison to Customer's existing installed applications or CPS is other product lines; Customer's internal workflows are subject to change to adapt to the CPS Products.</p> <p>In addition, CPS reserves the right to deploy, rollout and/or phase out the following items based on availability and shall not constitute a requirement for cutover and/or final payment of the overall project.</p> <ul style="list-style-type: none"> <li>• Any modules, features and/or interfaces specifically identified in the SOW as a roadmap or future development <b>and listed in the table above under the column named: "Custom Functionality, Ancillaries and/or interfaces"</b>.</li> <li>• Delays or unavailability of external systems and/or interfaces not made available by the Customer or third party agencies to CPS.</li> </ul>
Customer Delays
<p>All services outlined in this SOW are offered and delivered based on and subject to the following assumptions and prerequisites, which are the sole responsibility of the Customer. CPS shall not be responsible for any delays in project implementation and/or system performance problems if and to the extent that such delays and/or system performance problems result from the non-conformance of the Customer <b>'s environment and personnel with such assumptions and prerequisites</b>. Where CPS personnel are requested to rectify non-conformance with such assumptions, prerequisites, the Customer will be charged for such services at time, and materials rates separate from and in addition to the price quoted for the applicable services on the applicable Order Form.</p>
Map

If CPS Map is included in one of the products procured, then the Customer is required to have Esri ArcGIS 10.3 or higher (ArcGIS 10.7 is preferred due to backwards compatibility) in order to create new map and tile packages utilized within CPS Map. Additionally, the associated Esri Network Analyst Extension and ArcGIS Standard level license is required to create new routing packages. For Agencies new to ArcGIS, CPS recommends ArcGIS Administrator training which may be provided by our in house ArcGIS Training staff. If the Customer requires this training, CPS will provide a Change Order

### Data Ownership

The Customer shall own all data, including but not limited to geo-data. As the owner of such data, it is the Customer's responsibility to ensure the integrity, accuracy, and completeness of such data. CPS shall have no liability of any kind related to any error, loss of, issue, defect, or cause of action arising out of or related to such data. CPS shall provide the Customer with pre-defined code tables, which will be delivered as-is. Any changes to the code tables or data conversion services are the **Customer's** responsibility.

### Scope Change and Change Orders

Changes to the scope of the project can be initiated only by a written Change Order signed by both parties and may affect the project cost and/or schedule. All alterations to an executed Order Form and Statement of Work require a written Change Order signed by an authorized representative of the Customer and an authorized representative of CPS. **The Change Order serves as an amendment to the "parent" document and enumerates the modifications.**

### Work Hours

- All work will be performed at the Customer site or CPS offices and will be performed during normal business hours (8 A.M. CST to 5 P.M. CST) unless mutually agreed upon. For work to be performed outside of normal business hours, CPS reserves the right to charge additional fees.

### Cancellation Policy

- In situations where the parties have agreed on a specific date for CPS to perform training or other services at the **Customer's** site, the Customer shall be responsible for adequately preparing the applicable site and ensuring availability of the applicable Customer personnel **and/or contractors to facilitate CPS's performance** the scheduled services.
- In the event the Customer wishes to cancel or reschedule a scheduled site visit or the required preparation was not completed at the appointed time for the scheduled site visit, the Customer shall pay to CPS: (i) the fee for one (1) day of the scheduled services for each of the CPS personnel and authorized subcontractors which were **to perform the scheduled services ("One-Day Service Fee")**, (ii) **the per diem services fee** for travel time associated with the actual travel undertaken by CPS personnel and authorized subcontractors en-route to the applicable Customer site ("**Billable Travel Time**"), and (iii) **reimbursement for any non-refundable travel and lodging expenses incurred by CPS and authorized subcontractors in connection with such scheduled site visit ("Non-refundable T&E")**.
- Unless otherwise specified in the applicable Order Form or SOW: In the event that the Customer provides written notice of its cancellation of a scheduled site visit at three (3) business days prior to the appointed date and time of the scheduled visit, the Customer shall not be required to pay the One-Day Service Fee referenced above in connection with such site visit, but will be required to pay any applicable Billable Travel Time and Non-refundable T&Ms.
- For avoidance of doubt, the foregoing payments relating to the One-Day Service Fee, Billable Travel Time and Non-refundable T&E are intended to compensate CPS for expenses associated with a lost day of work and related expenses.

### State UCR/IBRS Reporting Submission

1. The Online RMS Incident Reporting process was designed to capture and validate data in compliance with the Federal NIBRS (National Incident Based Reporting System) standard. This design provides Customer data administrators the capability to produce a standard FBI NIBRS positional flat file directly from the Online RMS

without modification to the system. Your Customer may fall into one of three categories depending on your State NIBRS program. UCR/Summary Reporting Data Submissions: Agencies can print the Federal FBI UCR summary level hard copy reports using the Online RMS and submit the required information to the State via manual entry into the State portal (if available) or transfer to hard-copy state forms.

2. NIBRS+ State Specific Submissions: Some States have chosen to extend upon the FBI NIBRS standards by requiring agencies to capture and submit data above the Federal NIBRS standards. Caliber has achieved NIBRS+ certification in the following states: Indiana, Kansas, Michigan, Missouri, South Carolina, Texas, and Virginia. Agencies residing in these States can begin the State specific NIBRS certification process with their State NIBRS Authority when the Customer desires. Agencies are responsible for contacting the State NIBRS authority and managing the certification process themselves. NIBRS certification assistance is available as an add-on service for agencies desiring assistance with the certification process. Agencies residing in States where the State-specific submission format is not currently supported by Caliber are responsible for manual entry of the data as required in the State NIBRS portal until such times as the State specific submission method is commercially supported by Caliber. A date of at least 180 days post cut-live is estimated for delivery of a new contracted State-specific NIBRS output method.
3. *Standard NIBRS FBI & State Submissions:* Agencies residing in States that follow the Federal NIBRS standard for data capture or have permission to submit directly to the FBI NIBRS program can begin the NIBRS certification process with their State NIBRS Authority at such time as the Customer desires. Agencies are responsible for contacting the State NIBRS authority and managing the certification process themselves. NIBRS certification assistance is available as an add-on service for agencies desiring assistance with the certification process.

Clients are responsible for confirming the status of their State UCR/NIBRS program, submission outputs available and requesting exceptions as appropriate. In addition, clients are responsible for confirming the accuracy of their State offense code mappings to the Federal NIBRS offense codes. These mappings drive the incident wizard validation process and need to be accurate to ensure correct reporting. Cut-live and the final payment milestone is not dependent upon the Customer NIBRS certification process being completed.

#### Cutover Delays/ Project Acceptance

The Customer may elect not to Cutover any single application, ancillary module, interface or major feature, however, this shall not prevent CPS from proceeding with Cutover or any subsequent task. CPS will support the Cutover of any pending application, ancillary module, interface or major feature at the time the Customer is ready via remote access up to three (3) months post cutover date. Remote access will be limited to half-day (1/2) day per application, ancillary module, interface and/or major feature.

If the pending application, ancillary module or major feature is not cutover at the completion of the three (3) months post cutover date; CPS will execute the Certificate of Delivery and will close the project deeming all deliverables accepted.

Customer will work with their Customer Success Manager to complete necessary CPS services intended for completing the pending application, ancillary module, interface, or major feature not Cut over after three (3) month of from the original cut live date.

## SECTION 4. TASKS, RESPONSIBILITIES AND DELIVERABLES

Note: Some tasks might vary as tasks were completed prior to contract signature.

### PLANNING AND DISCOVERY PHASE

Task 0: Project Management	CPS	Customer
Provide oversight, definition, tracking, and guidance of the project to ensure successful delivery of the Customer <b>'s project in accordance with this SOW.</b>	X	X
Enforce and administer the Agreement and SOW inclusive of any project change orders and invoices.	X	
Schedule all CPS staff and subcontractor support to ensure project progress and completion in accordance with the project schedule.	X	
Manage the expectations of the Stakeholder Management Team, (herein defined as key Customer representatives, sponsors, stewards, third parties, and others), project team, end users, and general public regarding the tasks to be completed on the project.		X
Coordinate and facilitate all Customer staff and third party (vendors and/or agencies) support to ensure project progress and completion in accordance with the SOW and project schedule.		X
Review, modify and/or agree to the proposed Project Schedule included in the SOW under Section 3.1. All Dates and Resources are subject to <b>change based on Customer's and CPS availability.</b>	X	X
Review Payment Terms set forth on Attachment C herein.	X	X
Deliverables: 1. Project Schedule		

Task 1: Project Initiation/Kickoff Meeting	CPS	Customer
Customer and CPS will conduct kickoff meeting according to agreed agenda. Kickoff is not to be delayed more than 30 days from contract signing unless mutually agreed.	X	X
Conduct a formal review of the signed SOW, Order Form, and MP&L. Any deviations from the signed SOW will be handled via Change Order.	X	X
Review Welcome Package which outline the immediately data/actions needed to be done by the Customer and provide Site Survey questionnaire to be filled out by the Customer. This includes review of the map data requirements. See Attachment A herein.		X
Establish a Customer Core Team that will be able to participate during the project in accordance to the schedule and be able to make decisions on behalf of Customer on how the system is to be set up, used, trained and deployed. This team should also have the capability to bring other staff as needed for a particular skill need. I.e.: IT, GIS Expert, etc...		
Establish a clear chain of communication, escalation, and authority.	X	X
Review the process, agenda, resource, and scheduling requirements for the next upcoming activities for the project inclusive of the dates for the delivery of the data/actions set forth in the Welcome Package	X	X



Customer's Core Team and/or appropriate staff is to participate during the BPR.		X
CPS will document an implementation plan based on the gatherings of the Customer's BPR.in how to best implement the systems. This will be an ongoing plan that will be evaluated as each task(s) (which might not happen sequentially) are being worked.	X	
Customer's Core Team and/or appropriate staff will review the implementation plan based on the gatherings of the Customer's BPR.		X
<u>Deliverables:</u> 1. Implementation Plan		

Task 3: System Diagram Creation and Hardware Order	CPS	Customer
Technical Deployment Engineer will review the setup of all hardware, software and CPS applications and document in a diagram. This diagram will be referred to as the System Diagram. This document will be updated at the completion of this task and at the end of the project. In addition, Technical Deployment Engineer will review the hardware and its accompanying software to be ordered based on the applicable Order Form and in relationship to the System Diagram.	X	
Customer will order the hardware and ship to the Customer.	X	X
Customer with IT and network understanding will provide information about current business processes and requirements and review the System Diagram is required. The Customer has five (5) business days to review the document and note any discrepancies and/or changes, if no discrepancies and/or changes are identified between this time period such document is deemed accepted.		X
Technical Deployment Engineer will review Section 6. Infrastructure Requirements and assure conformance with the stipulations in this section. Any discrepancies will be documented and the CPS Project Manager will discuss the <b>Customer's Project Manager</b> .		X
For CPS OnlineRMS, which is a hosted solution, this is limited to user workstations. <ul style="list-style-type: none"> <li>The workstation requirement is a PC, laptop, or tablet with a broadband Internet connection.</li> <li>MS Windows computer running Internet Explorer 8 or later for RMS workstations</li> <li>Major browsers including IE, Chrome, Firefox, and Safari</li> <li><b>All RMS software will be installed at the CPS's hosting center.</b> There is no requirement for RMS software installation on the client workstations. The RMS is deployed as a web application that operates in a standard web browser.</li> </ul>		X
<u>Deliverables:</u> 1. System Diagram for each major system (as applicable) 2. Hardware Order for CAD and Mobile		

Task 4: Geofile Data Review	CPS	Customer
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Provide one (1) high-level review that includes spot checking and comparing GIS road centerlines, structure points, Telco MSAG and/or Subscriber file	X	
Provide the Customer with the Data Review Report detailing potential deficiencies within the data	X	
Schedule conference call with the Customer to discuss the Data Review <b>Report's findings (if applicable).</b>	X	
Provide GIS data in Esri shapefile or geodatabase format. Shape files to provide include data such as road centerlines, structure points, ESN polygons, etc. GIS data to be provided to CPS within 10 days of the Kick Off Meeting.		X
Provide Telco MSAG and/or subscriber file within 10 days of the Kick Off Meeting.		X
Provide Responder information (geographical area and ESN assignment) within 10 days of the Kick Off meeting.		X
Review Data Review Report as provided by CPS		X
Attend conference call with CPS Data Services for report explanation (if applicable).		X
Correct or procure CPS services to correct any data deficiencies/problems <b>within the data. The Customer may choose to load the data "as is". Any deficiencies will be Customer's responsibility to correct and resubmit for data conversion/load.</b>		X
<u>Deliverables:</u> 1. GIS Data within 10 days of the Kick Off meeting. 2. Corrected GIS Data		

Task 5: Data Conversion Review	CPS	Customer
Review and agree to a data conversion scope will be documented on a Data Conversion Scope Document and that was initialized during the Customer Assessment Task. Customer participation needs to include personnel with product understanding and capable of making decisions for the Customer and/or provide information about current business processes and requirements. See Attachment B herein for purchased package.	X	X
Provide data in a format suitable for conversion. As the owner of the data, extract the data from the existing system or provide the data files to CPS.		X
The Customer shall own all data. As owner of such data, it is the <b>Customer's</b> responsibility to ensure integrity, accuracy, and completeness of such data. CPS shall have no liability of any kind related to any error, loss of, issue, defect, or cause of action arising out of or related to such data.		X
<u>Deliverables:</u> 1. Data Conversion Scope Document. Conversion for Mobile is not applicable		

## IMPLEMENTATION PHASE

Task 6: Hardware and Software Installation	CPS	Customer
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Once the hardware order has arrived at Customer. Customer are to notify CPS of such arrival		X
Customer to install the procured hardware (including 3rd party and workstations) at the Customer location in accordance to the schedule		X
Customer is to provide remote access to CPS		X
Provide a stable environment to meet the deployment dates of installation, training, and cutover.		X
Procure third party hardware /software and applicable training in accordance with the agreed upon schedule if applicable.		X
Installation and maintenance of all third party software on Customer provided equipment.		X
Procure and install of required Customer workstations for the use of CPS <b>'s applications; this includes mobile laptops, tablets, handhelds, etc.</b>		X
<p><b>Once the hardware is staged at the Customer's site, CPS will configure</b> the procured products and interfaces in accordance with the agreed Implementation Plan.</p> <p><i>CPS reserves the right to deploy; rollout and/or phase out the following items based on availability and shall not constitute a requirement for cutover or final payment of the overall project.</i></p> <p>1) Any modules, features and/or interfaces specifically identified in the SOW as roadmap or future development.</p> <p>2) Delays or unavailability of external systems and/or interfaces not made available to CPS.</p> <p><i>If any Custom Functionality and/or Ancillaries are listed in Section 3, such as Custom Functionality and/or Ancillaries will be installed and configured under this task unless otherwise mutually agreed and/or stated in this SOW.</i></p>	X	X
Perform internal testing of completed systems.	X	
CPS will provide installation training and/or assistance to up to three (3) workstations/mobiles per product.	X	
<b>Install CPS software in all remaining Customer's after</b> training has been received from CPS.		X
<u>Deliverables:</u> Certificate of Delivery of Software Installation has been provided to the Customer		

Task 7: GIS Conversion Execution	CPS	Customer
Following receipt of the needed corrective item(s) per the checklist created in Customer Assessment Review meeting, CPS will provide a <b>conversion of the Customer 's GIS data to meet the format requirements</b> of the Map Display and/or CAD Software - this will be limited to two (2) reviews	X	
Assist Customer with Responder area setup onsite; the goals will be to: <ul style="list-style-type: none"> <li>• <b>Demonstrate CADMSAG/Areas/Responders</b></li> <li>• <b>Review/discuss Areas/Responders accuracy</b></li> <li>• <b>Review/discuss Unit/Orgs accuracy</b></li> <li>• <b>Customer signs off on Areas/Responders</b></li> </ul>	X	X
Create Map Display Project utilizing converted GIS data.	X	

Create CAD MSAG (if applicable) utilizing sources as provided by the Customer.	X	
Load Map Display Project.	X	
Take ownership and responsibility for any corrections needed to GIS data. Any delays to the Project, however caused, will necessarily push the timeline for completion of this particular task out, and therefore will require a change order for a project extension.		X
Act as the single point of contact between any agencies and/or third party vendors not contracted to CPS but required to support the Geofile.		X
<u>Deliverables:</u> 1. Loaded Map		

Task 8: Application(s) Data Conversion(s) Execution	CPS	Customer
Following agreement of conversion scope, perform an initial data conversion process.	X	
Review resulting files with the Customer , document any problems, and collaborate with the Customer on a plan for corrective action	X	
Correct any problems identified during the initial data conversion task in accordance with the data conversion plan.		X
Confirm that all of the requested data has been delivered, Including · Provide data in non-proprietary format for CPS data import process. · Provide data dictionaries, file layouts, sample reports for legacy data, printouts, file transfer protocols, and data specifications on the data to be converted. · Provide definition of fields, their formats and values, and assist CPS in mapping the existing values to those required for CPS databases		X
Review resulting reports/converted data with CPS, document any problems, and collaborate with CPS on a plan for corrective action within five (5) business days of receiving the results.		X
Correct any problems identified during the initial data conversion task in accordance with the agreed schedule.		X
Provide CPS with the complete set of final data files to be converted in accordance with the data conversion plan.		X
The Customer will be provided conversion reports or credentials to review the converted data on a test environment (as applicable) prior to Final Data Load to production environment.		X
The Customer has ten (10) business days to review the data conversion and note any discrepancies and/or changes, if no discrepancies and/or changes are identified between this time periods, the data conversion is deemed accepted.		X
<u>Deliverables:</u> 1. Initial Conversion for RMS this will be limited to Master Indices for cutover 2. Final Data Conversion for RMS will be provided post Cutover		

Task 9: Interface Set Up	CPS	Customer
Deploy the available interfaces in accordance with Section 3 and in accordance with the agreed upon implementation plan. This also applies to any Custom Functionality and/or Ancillaries and/or Interfaces listed in Section 3 unless otherwise mutually agreed and/or stated in this SOW.	X	
Take ownership and responsibility for all interface hardware, software licenses, modifications, or additions to any systems not supplied, installed, tested, or licensed by CPS. Any delays to the Project, however caused, will necessarily push the timeline for completion of this particular task out, and therefore, will require a Change Order for a project extension.		X
Act as the single point of contact between agencies and/or third party vendors not contracted to CPS but required to support all interfaces.		X
Provide CPS with the physical connections for each interface, to allow CPS to test the functionality of each interface at the time of software installation. If the interfaces are currently in operation, it is the <b>Customer's responsibility to disconnect each of the interfaces from the operational environment to facilitate interface testing.</b>		X
<u>Deliverables:</u> 1. Installed Interfaces		

Task 10: Demonstration of CAD with Customer Data	CPS	Customer
CPS will provide a CAD Demonstration of Customer Response data within the CAD System to provide the Customer with the understanding on the functional data and its use. ** Mobile and OnlineRMS are not included in this demonstration	X	X
Customer 's Core Team and Dispatch Staff, especially Dispatch Supervisor(s) are to participate in demonstration and provide feedback against the agreed implementation plan		X
<u>Deliverables:</u> 1. CAD Demonstration with Customer Data		

## CUTOVER AND CLOSING PHASE

Task 11: Training	CPS	Customer
All courses are limited to eight (8) students and one (1) session unless <b>otherwise noted below. Training will be conducted at the Customer's</b> location unless otherwise noted below and will be performed in accordance with Section 3. CPS will invoice the site in increments of a daily rate of \$1,500 for any additional fees for any sessions where more than the allotted students will participate in the training unless otherwise agreed by CPS management.	X	X
Develop and deliver a training agenda and training materials prior to the training sessions.	X	
Participate in the training session by providing the adequate personnel participation		X

Provide the appropriate training area and workstations for the CPS trainers, inclusive of internet access, server and workstation access, <b>teacher’s workstations, overhead projector, whiteboard, and markers.</b>		X
Train any remaining staff (not trained by CPS) that will be utilizing the applications for cutover		X
<u>Deliverables:</u> 1. Training Materials 2. Training Session(s)		

Task 12: Cutover	CPS	Customer
Once all other phases and tasks are completed, CPS will develop a Cutover Readiness Plan with the Customer that will illustrate the requirements, and activities required to bring into production using the Scope of Work defined in Section 3. The execution of Cutover will be at the mutually agreed upon date with the Customer but following the completion of User Training.  Prior to, the Customer must be current with all payments as set forth on the terms and conditions of the agreement.		
Develop with the Customer a Cutover Readiness Plan	X	
Execute a go/no-go meeting with the Customer in conformance with the project schedule against the Cutover Readiness Plan.	X	X
Bring products to operational use and monitor the products, ancillaries, and interfaces up to three (3) days onsite (cutover hours will be during <b>Customer’s</b> business hours unless otherwise agreed in the Implementation Plan) this includes the preparation day. Any Cutover delays resulting from or related to Customer cause shall be supported via remote access rather than onsite.	X	X
At Cutover, begin using the products and notify CPS of any issues in accordance with the Cutover Readiness Plan.		X
<u>Deliverables:</u> 1. Cutover Readiness Plan 2. Application(s) placed in production use		

Task 13: Closing Tasks	CPS	Customer
<u>Post-Cutover Training:</u> CPS will deliver any post-Cutover training either a) procured and postponed prior to Cutover per the agreed training plan or b) procured based on a signed Change Order.	X	X
<u>Turnover Meeting:</u> Arrange and perform a turnover meeting to review the Project and any open issues as outlined on a turnover document with the Customer, and CPS Success Manager	X	X
<u>Post-Project Visit:</u> CPS will arrange an onsite meeting four to ten weeks to visit the Customer, consult on how the Customer is doing, and make any suggestions for optimizations on the configuration of the systems. This will be led by the CPS Success Manager for the Customer.	X	X
<u>Execution of a Certificate of Completion:</u> CPS will deliver a certificate of delivery that will list all components in Section 3 have been installed, trained and cutover unless otherwise noted via change orders. This will serve as the <b>Customer’s</b> sign off and acceptance of the project.	X	X

**SECTION 5: INFRASTRUCTURE REQUIREMENTS**

<p><u>Electrical and Network Infrastructures:</u> The <b>Customer’s</b> electrical and computer network (LAN and WAN) infrastructures shall be stable and sufficient to meet the bandwidth requirements of the Caliber solution being implemented. Inadequate infrastructure frequently results in less than desirable performance. If Mobile software is purchased, CPS is not responsible for the inability of a particular network to support features of the mobile software due to bandwidth restrictions</p>
<p><u>LAN and WAN Compliance:</u> Electrical and computer network (LAN and WAN) infrastructures are to be compliant and tested to latest industry standards by the Customer.</p>
<p><u>Software Installation:</u> With respect to CPS Software installed at the Customer’s site, so long as the Customer remains current on annual support and maintenance fees, CPS will provide, once made generally available, all updates, upgrades, patches and workarounds to the Software covered under this Agreement. The Customer agrees to assist in the installation of such items. Any installation services requested by the Customer will be offered at CPS’s then-current rates. For all hosting solutions, the software will be installed at CPS’s hosting center based on the Order Form.</p>
<p><u>Software Compatibility:</u> The Customer accepts sole responsibility for any compatibility problems between the Software and any other application software or non-current software programs not maintained or supported by CPS.</p>
<p><u>Remote Access:</u> The Customer shall provide CPS with secure high-speed remote access with a static IP address to all servers and work stations running CPS software. The Customer will grant access rights to all CPS personnel so designated in writing by CPS as authorized by CPS to need access rights. The high-speed access must be in place prior to the beginning of the installation process. The <b>Customer’s</b> failure to provide secure high-speed remote access will be considered a material breach of the Agreement.</p>
<p><u>Viruses and External Threats:</u> The entire network must be protected with Antivirus (AV) software and shall be kept up to date by the Customer with all the latest virus definitions and operating system patches/service packs.</p>
<p><u>Software Updates:</u> It shall be the responsibility of the Customer to maintain all operating system and firmware updates, including version releases, patches, and service packs for any third-party software that has been installed by CPS.</p>
<p><u>Bandwidth:</u> The minimum available bandwidth to each workstation should be no less than 100mbs and should be greater between multiple locations.</p>
<p><u>Antivirus:</u> The entire network must be protected with Antivirus (AV) software and shall be kept up to date by the Customer with all the latest virus definitions and operating system patches/service packs. CPS directories must be excluded from AV scans.</p>
<p><u>Virtual Environments:</u> <b>When using Virtual Machines (“VMs” running VMware or other Virtual Environments:</b></p> <ol style="list-style-type: none"> <li>1) CPS is not responsible for loss of performance due to issues with VMware, Host Server workload, Host network bandwidth or disk storage space.</li> <li>2) CPS must approve the Customer –provided Virtual Environment, including hardware, number of virtual machines running on the host, network bandwidth, disk systems, and any other aspect of the Virtual Environment.</li> <li>3) The Customer is responsible for the hardware and hardware support for the physical server that runs the Virtual Machine – the VM Ware Host.</li> <li>4) The Customer is responsible for the support of the VMware, including but not limited to, licensing, updates, support, and any other issue, which is VMware, related.</li> <li>5) The Customer will provide and procure support and maintenance of the operating system and database software running to the Virtual Machines.</li> <li>6) Virtual Environments shall be limited to only CPS products and those 9-1-1 related products (CAD, RMS, Jail, Fire, and Mobile). The Customer’s production servers may not operate on the same Host environment as CPS’s products.</li> </ol>

Physical Security: The Customer will be responsible for the establishment of procedures to provide physical site security for delivered hardware and software systems and their components. This security will include protection from losses caused by natural threats, forced entry, acts of violence, and internal sabotage. The Customer will be responsible for implementing procedures necessary to safeguard the integrity and security of the software and data used in this project from access by unauthorized persons.

Network Security: The Customer will be responsible for the establishment of procedures to provide security for its networks, hardware and software systems, and their components. This security will include protection from security threats entering the **Customer's** IT systems through the Internet or the **Customer's** internal networks.

External Network Connectivity: The Customer shall be responsible for establishment of any required external access to the CPS CAD network. Depending on the **Customer's** desired implementation, external access might be necessary for certain products offered by CPS such as WebCAD. Minimum requirements for this external access include but are not limited to, a static IP address assigned by Customer ISP, firewall configuration allowing any incoming request to be properly translated, port forwarded, or routed, and appropriate security as part of that configuration at the firewall so that no part of the closed CAD network will be subject to security threat. CPS will work with the Customer by providing network infrastructure and IP configuration information that will be required by the Customer when establishing external access by network address translation, port forwarding, or routing.

Removal of Old Hardware: The Customer is responsible for the removal of old hardware.

Data Backup and Storage - RMS: All RMS data backups for the production CPS RMS environment will be the responsibility of CPS. CPS will complete the following: 1) Backup the data nightly to both disk and tape.

- 2) Perform weekly full backups to disk and tape.
- 3) All backups will be stored off-site for additional protection.
- 4) CPS will handle all data recoveries from backup as required.

CPS Users and Permissions Requirements :

Windows Users

- 1) **A "service account" is needed with Administrator permissions on each server.**
- 2) A user account (typically named CPS) is needed for maintenance and installation.
- 3) This account also needs admin permissions on each server and workstation.

SQL User

- 4) A SQL user account needs admin permission on each server and workstation.
- 5) This account needs DBO rights to each database in the CPS system.
- 6) The databases used vary depending on the products installed.

Antivirus Exclusions:

1) CPS must have AV exclusions set for any directory containing CPS software. This can include the following:

C:\InterAct  
 C:\ProgramFiles\InterAct  
 C:\ProgramFiles (x86)\InterAct

their directories may need to be excluded, depending on products installed. Detailed lists of excluded directories are available from CPS personnel and may depend on your environment and products installed.

## Attachment A. CPS MAP DISPLAY DATA REQUIREMENTS

The embedded CAD Map or Mobile Map will hereafter be referred to as the Map. All data utilized for the Map must be in Esri format. All map data layers should include a .prj file (or metadata) containing coordinate system/projection information.

**The Map's primary function is to locate the position** of a caller when they dial 911. When location information is received, the Map will zoom to the specific location. Other functionality may include Automatic Vehicle Location (AVL), Navigation, Routing and Driving Directions. The Map also supports aerial photography and satellite imagery.

Final map data to be utilized for the Map will need to be provided to Caliber 60 days in advance of install date.

For the Map to perform, three data sources are required in Esri format:

### 1. Road Centerlines

Road centerlines must be a polyline (cannot be a polylineZ or polylineM). For full functionality, the road centerlines must contain the following fields and attribute values:

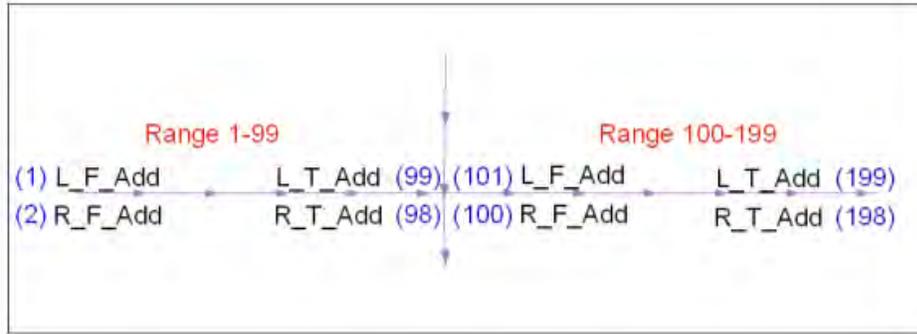
Street - Complete road name, for auto-labeling and some queries. STREET should match exactly the tidy sum of the four road name component fields (Prefix, Name, Type & Suffix) in the Telephone Company 911 Subscriber and MSAG files. The name "E SMITH ST" is a typical value for the STREET field.

- PreDir - Prefix Direction, such as "E."
- Name - Root word(s) of the road name, such as "SMITH."
- Type - Road type, such as "ST" (street).
- Suffix - Suffix direction, e.g., "W," or city quadrant, e.g. "NW."
- L\_F\_Add - (Numeric Field) Left From Address. This would be the first possible address on the left side of the road. (See map 1)
- R\_F\_Add - (Numeric Field) Right From Address. This would be the first possible address of the right side of the road. (See map 1)
- L\_T\_Add - (Numeric Field) Left To Address. This would be the last possible address of the left side of the road. (See map 1)
- R\_T\_Add - (Numeric Field) Right To Address. This would be the last possible address on the right side of the road. (See map 1)
- Community\_Left - Telephone Company MSAG Community for the left side, facing the direction of the line section. This direction depends on the address range.
- Community\_Right - Telephone Company MSAG Community for the right side.

The field names for the above do not have to match exactly; however, the content of the fields should be consistent with those above. These fields are necessary for the Map to accurately perform to its highest level. You may also choose to have other fields in addition to the required fields. Road type (hwy, county or city), surface type (paved, gravel or dirt), or lane type (2 lane or 4 lane) are some examples of additional fields you could utilize. Having additional fields may provide more flexibility to symbolize roads based on certain criteria. It is also recommended to include fields with ESN and emergency responder information (See ESN/Emergency responder section below for more information).

Also note some additional information regarding your road centerlines:

- Road ranges - Intersection to intersection (segment) address ranges for all roads (Telephone Company MSAG shows ranges for the complete road not intersection to intersection). Without this information, the Map will not have full functionality. See Map 1.
- Community - Community for that specific road section (Telephone Company MSAG should contain this information).



MAP 1

### Optional Cost Routing

The Map will perform cost routing by line length (shortest path) and using one or more pairs of weight fields. To enable cost routing four fields must be present: Ft\_cost, Tf\_cost, F\_Zlev and T\_Zlev. Ft\_cost = the "weight" assigned to the segment ('from node' to 'to node'). Tf\_cost = the "weight" assigned to the segment ('to node' to 'from node').

- F\_Zlev = Elevation ("from node")
- T\_Zlev = Elevation ("to node")
- Typical values for "weights" are travel time in minutes. This is often computed as (length) / (speed limit) = travel time.
- To make street segments one way, set weight to -1 (negative one).

For example, a one-way street segment is 100 feet with speed limit of 35mph.

$$100 / 5280 \text{ (ft per mile)} = .018939 \text{ Length in Miles}$$

$$35\text{mph}/60 = .583333 \text{ miles/minute}$$

$$\text{Ft\_cost} = .018939 / .583333 = .0325 \text{ (minutes)}$$

$$\text{Tf\_cost} = -1 \text{ (cannot travel/one way)}$$

$$\text{F\_Zlev} = \text{Elevation}$$

T\_Zlev = Elevation

## 2. Structure Points

Structure points must be a point (cannot be a Multipoint). They are Latitude/Longitude positions for all inhabitable structures.

If structure points are not available, the Map will temporarily geocode (mathematically interpolate) an address to the road centerline address ranges.

Fields containing the following information are required within the structure points:

- Number - (Numeric Field) Structure address number.
- Street - **Telephone Company MSAG valid Street name "Main St"**.
- Community - Telephone Company MSAG Community. Should match Telephone Company MSAG.
- -Addr - Complete address to include number, street and community.
- Example: 100 Main St, Oakdale

As with road centerlines, the field names do not have to match exactly, but the field contents need to have the information listed above.

Street name (full street name), point type (residential, commercial, etc.), structure type (brick, frame, etc.) and house color are some examples of additional fields that could prove useful in customizing the map.

## 3. ESN/Emergency Responders Areas

ESN/Emergency Responder Area information may be in form of polygons or added as fields in the road centerlines. This information must be present to enable enhanced Responder functionality within InterAct CAD (if purchased). Emergency Responder Areas must be broken down to the level intended for dispatching which may include zones, beats, and any secondary, tertiary, etc.

Fields containing the following information are required for emergency responder areas to perform properly:

- Primary Law Responder
- Primary Fire Responder
- Primary EMS Responder
- Primary Rescue Responder (if applicable)
- Secondary Law Responder
- Secondary Fire Responder
- Secondary EMS Responder
- ESN Number (if applicable)

## Optional Layers

Other than the Centerline and Structure layers, layers or backdrops may be added. County or Parish boundaries, city boundaries, rivers and streams, lakes, railroads, ESN boundaries and fire hydrants are some examples of optional layers that could serve useful in the map.

### Aerial Photography

Aerial photo images may be utilized in the Map as a background layer to the digital map layers. Aerial photo files must consist of 1-4 mosaic images. Images may be in any file format acceptable by ESRI ArcMap.

### Data Manipulation

The Map is a View only map solution. Data manipulation cannot be performed in this software. GIS software **such as Esri's ArcMap will be necessary in order to export data to Esri format. This serves to keep mapping changes under administrator control.**

## Attachment B. CPS Records to Online RMS Data Conversion Package and Scope

Data Conversion Packages Bundles Selected by Tippecanoe:

Package Name	Package Includes	Load format for this conversion will be via	Specification of the package include
Platinum Package #1	<ul style="list-style-type: none"> <li>Citation Package</li> <li>Incident Package</li> <li>Warrant Package</li> <li>Arrest Package</li> </ul>	<ul style="list-style-type: none"> <li>XML Import</li> </ul>	Includes load specifications as listed for Citation, Incident, Warrant, and Arrest packages.
Calls for Service	<ul style="list-style-type: none"> <li>n/a</li> </ul>	<ul style="list-style-type: none"> <li>XML Import</li> </ul>	
Traffic Incidents	<ul style="list-style-type: none"> <li>n/a</li> </ul>	<ul style="list-style-type: none"> <li>XML Import</li> </ul>	

Each Package is described below:

Package Name	Package Includes	Load Format	Specifications of this package include
Citation Package	<ul style="list-style-type: none"> <li>Citation Data</li> <li>Master People</li> <li>Master Vehicles</li> <li>Master Locations</li> <li>Master Business</li> <li>Person Photo (mugshot or other image) or SMT (Scars, Marks, and Tattoos) photo</li> <li>Person Attachments</li> <li>Citations Attachments</li> </ul>	<ul style="list-style-type: none"> <li>XML Import</li> </ul>	<p>Incident Citations Only: This migration option covers the loading of citation records only. Migrated citations will include citation address, citation charge, cited person, cited vehicle (including owner if known), and cited business. For look-ups of other citation data, the Customer will need to refer to the prior system of record for complete details. The Customer is responsible for providing an export file containing the citation data elements, and a mapping for values that are not consistent with values used in the CPS RMS.</p> <p>Includes the loading of Citation file attachments and Master Person images and/or Master Person file attachments if available. The following file types are supported pdf, jpg, jpeg, bmp, png, doc, docx, xls, xlsx, txt, ppt, and vsf files. Files must be no greater than 10 megabytes. Audio and video attachments are not supported due to the large size of these types of files. The customer is responsible for providing an export file containing the attachment files and/or images. The attachment/image migration uses a FTP</p>

Package Name	Package Includes	Load Format	Specifications of this package include
			process and requires a unique file name for each attachment loaded matching the ID in the linkage data. The load is limited to 1 GB of data.
Incident	<ul style="list-style-type: none"> <li>• Incident Report Data</li> <li>• Master People</li> <li>• Master Vehicles</li> <li>• Master Property and Evidence</li> <li>• Master Locations</li> <li>• Master Business</li> <li>• Person Photo (mugshot or other image) or SMT (Scars, Marks, and Tattoos) photo</li> <li>• Person Attachments</li> <li>• Incident Attachments</li> </ul>	<ul style="list-style-type: none"> <li>• XML Import</li> </ul>	<p>Incidents Reports Only: This migration option covers the loading of incident report records only. Migrated incident report records will include incident offenses, incident people (offenders, victims, other incident people), incident vehicles (including owner if known), incident properties (and evidence if available), incident businesses, and narratives. The migration does not include the loading of UCR/NIBRS data elements. Migrated incidents will not be available for UCR/IBRS reporting. For look-ups of other event data, the Customer will need to refer to the prior system of record for complete details. No associated event data (citation, warrant, field interview, etc.) will be loaded. The Customer is responsible for providing an export file containing the incident report data elements, a data dictionary for the data elements, and a mapping for values that are not consistent with values used in the CPS Online RMS.</p> <p>Includes the loading of Master Person images and/or Master Person file attachments if available. The following file types are supported pdf, jpg, jpeg, bmp, png, doc, docx, xls, xlsx, txt, ppt, and vsf files. Files must be no greater than 10 megabytes. Audio and video attachments are not supported due to the large size of these types of files. The Customer is responsible for providing export file containing the attachment files and/or images. Additional GB will be an extra cost. The Customer is responsible for providing an export file containing the attachment files and/or images. The attachment/image migration uses a FTP process and requires a unique file name for each attachment loaded matching the ID in the linkage data. The load is limited to 1 GB of data.</p>
Warrant Package	<ul style="list-style-type: none"> <li>• Warrant Information</li> <li>• Master People</li> </ul>	<ul style="list-style-type: none"> <li>• XML Import</li> </ul>	Warrant data only: This migration option covers the loading of Person Warrant Information (active warrants only). Migrated

Package Name	Package Includes	Load Format	Specifications of this package include
	<ul style="list-style-type: none"> <li>• Master Locations (Person address)</li> <li>• Person Photo (mugshot or other image) or SMT (Scars, Marks, or Tattoos) photo</li> <li>• Person attachments</li> </ul>		<p>Warrants will include Warrant Person, Customer , State, Status, Bond Type and amount, Issuing Customer , Plaintiff, Judge, Status Dates, Warrant Log with date/time and free text comment with optional status, Warrant Free Text Charges, Warrant Reference Numbers (Warrant Number, Incident, Docket, Court Case). The Customer is responsible for providing an export file containing the warrant data elements, a data dictionary for the data elements, and a mapping for values that are not consistent with values used in the CPS RMS.</p> <p>Includes the loading of Master Person images and/or Master Person file attachments if available. The following file types are supported pdf, Jpg, jprg, bmp, png, doc, docx, xls, xlsx, txt, ppt, and vsf files. Files must be no greater than 10 megabytes. Audio and video attachments are not supported due to the large size of these types of files. The Customer is responsible for providing an export file containing the attachment files and/or images. The attachment/image migration uses a FTP process and requires a unique file name for each attachment loaded matching the ID in the linkage data. The load is limited to 1 GB of data.</p>
Arrest Package	<ul style="list-style-type: none"> <li>• Arrest Information</li> <li>• Master People</li> <li>• Master Vehicles</li> <li>• Master Locations</li> <li>• Person Photo (mugshot or other image) or SMT photo</li> <li>• Person attachments</li> <li>• Arrest attachments</li> </ul>	<ul style="list-style-type: none"> <li>• XML Import</li> </ul>	<p>Arrest data only: This migration option covers the loading of Person Arrest Information. Migrated arrest warrants, arrested person, arrestee vehicle (including owner if known), victim, narrative, and comments. For look-ups of other arrest data, the Customer will need to refer to the prior system of record for complete details. The Customer is responsible for providing an export file containing the arrest data elements, a data dictionary for the data elements, and a mapping for the values that are not consistent with values used in the CPS RMS.</p> <p>Includes the loading of Arrest file attachments and Master Person images and/or Master Person file attachments, and/or arrest file attachments if available.</p>

Package Name	Package Includes	Load Format	Specifications of this package include
			The following file types are supported pdf, jpg, jpeg, bmp, png, doc, docx, xls, xlsx, txt, ppt, and vsf files. Files must be no greater than 10 megabytes. Audio and video attachments are not supported due to the size of these types of files. The Customer is responsible for providing an export file containing the attachment files and/or images. The attachment/image migration uses a FTP process and requires a unique file name for each attachment loaded matching the ID in the linkage data. The load is limited to 1 GB of data.

### Data Conversion New Customer Configuration Options

Included in the scope of a new Customer are the following new Customer configuration options that can be loaded/converted by CPS .

Package Name	Package Includes	Load Format	Specifications of this package include
Users	<ul style="list-style-type: none"> <li>User Account Logon</li> <li>Customer Information</li> </ul>	CPS Provided Configuration Spreadsheet	Data must be provided by the Customer via CPS formatted configuration spreadsheet. The data is loaded by CPS as part of new Customer implementations.
Officers	<ul style="list-style-type: none"> <li>Officer Specific Information for Users</li> </ul>	CPS Provided Configuration Spreadsheet	Data must be provided by the Customer via CPS formatted configuration spreadsheet. The data is loaded by CPS as part of new Customer implementations.
Employee	<ul style="list-style-type: none"> <li>Employee Specific Information for Users</li> </ul>	CPS Provided Configuration Spreadsheet	Data must be provided by the Customer via CPS formatted configuration spreadsheet. The data is loaded by CPS as part of new Customer implementations.
Inventory	<ul style="list-style-type: none"> <li>Inventory and Asset Management Configuration Values</li> </ul>	CPS Provided Configuration Spreadsheet	Requires implementation of Inventory and Assets Management (optional module). Data must be provided by the Customer via CPS formatted configuration spreadsheet. The data is loaded by CPS as part of new Customer implementations.

## Attachment C. Payment Schedule

Payment Schedule   8 Year Term   Net 30 Days		
Year 1:	\$ 1,532,660	September 8, 2020
Year 2:	\$ 0	January 1, 2021
Year 3:	\$ 292,012	January 1, 2022
Year 4:	\$ 292,012	January 1, 2023
Year 5:	\$ 292,012	January 1, 2024
Year 6:	\$ 292,012	January 1, 2025
Year 7:	\$ 292,012	January 1, 2026
Year 8:	\$ 292,012	January 1, 2027

### Other Payments:

In the case, additions are needed for the Customer; a change order process will be followed. It is customary that at signature of any Change Order(s) the Customer will pay Caliber 100% at Change Order signature unless otherwise negotiated.

## Attachment D. JailTracker Statement of Work (SOW)

### 1. Introduction:

This **Statement of Work (“SOW”)** defines scope, project services, deliverables, dependencies, assumptions and responsibilities of the Customer and JailTracker for the implementation of the Scope of Work (the “Project”) defined below.

All services outlined in this SOW are offered and delivered based on and subject to the following assumptions and prerequisites, which are the sole responsibility of the Customer. JailTracker shall not be responsible for any delays in project implementation and/or system performance problems if and to the extent that such delays and/or system performance problems result from the non-conformance of the **Customer’s environment and personnel with such assumptions and prerequisites.** Where JailTracker’s personnel are requested to rectify non-conformance with such assumptions and prerequisites, the Customer will be charged for such services at time and materials rates separate from and in addition to the price quoted for the applicable services in the applicable Order Form.

### 2. Scope of Work

The scope defines the boundaries of the project, outlining what is included in the project based on the products and services purchased by the Customer. Anything not outlined below is outside the scope of this project.

The Customer has procured the following products, ancillaries and interfaces to be delivered under this SOW. In case of discrepancies between the scope outlined below and the Order Form, the SOW Form supersedes this section.

Product and Version	Ancillary Application(s)	Interface(s)	Custom Functionality, Ancillaries and/or interfaces
JailTracker™ Version 4.3 or later	<b>Included in JailTracker™ are</b> the following ancillaries: <ul style="list-style-type: none"> <li>• Base/Imaging Module</li> <li>• Electronic Signature Module</li> <li>• Web Module</li> <li>• Auto-Notify Module</li> <li>• Facial Recognition</li> <li>• Document Imaging Module</li> <li>• Bar Coding Module</li> </ul>	Interfaces available based on procurement are as follows: <ul style="list-style-type: none"> <li>• Offender Phone System *<sup>1</sup></li> <li>• Offender Commissary System*<sup>1</sup></li> <li>• VINE*<sup>1</sup></li> <li>• Live Scan *<sup>1</sup></li> </ul>	

\*<sup>1</sup> These interfaces do not include any third party components and/or hardware. The third party vendor **must conform to JailTracker’s standard interface specifications.**

#### Purchased Services:

Installation and Configuration of JailTracker on Tippecanoe County **Sheriff’s Office** hardware

- Production Environment
- Training Environment

Data Conversion Services

- 15 days of onsite training, Go-Live support (10 Days onsite Training 5 Days onsite support for Go-Live) one (1) Subject Matter Expert (SME) for 8 hours per day. A day is eight (8) hours. JailTracker will provide the agency a tentative training plan.

The Customer understands and acknowledges that this project will deliver a set of products as outlined in the table above with functionality, features, integration and workflows which are designed to operate as delivered to the Customer and will not be customized, modified, altered, added or changed by JailTracker **at the Customer’s request other than as specifically identified and priced in the Order Form or a subsequently issued Change Order.** Accordingly, the Customer accepts the JailTracker products as-is and **will not require functionality or feature gaps based on comparison to Customer’s existing installed applications or JailTracker’s other product lines; Customer’s internal workflows are subject to change to adapt to the JailTracker Products.**

JailTracker reserves the right to deploy, rollout and/or phase out the following items based on availability and shall not constitute a requirement for cutover of the overall project.

- Any modules, features and/or interfaces specifically identified in the SOW as roadmap or future **development and listed in the table above under the column named: “Custom Functionality, Ancillaries and/or interfaces”.**
- Delays or unavailability of external systems and/or interfaces not made available by the Customer or third party agencies to JailTracker.

### 3. Scope of Services and Responsibilities

This section defines the principle services and responsibilities of the Customer and JailTracker for the implementation of the Scope of Work as set forth above. Scope of services in this SOW may be completed concurrently, sequentially, or non-sequentially as determined best by JailTracker.

Many project tasks are assigned to or dependent on Customer resources.

#### 3.1 PROJECT MANAGEMENT SERVICES

**A project manager will be assigned to the Customer to work with an assigned and required Customer’s Project Manager** who is expected to provide equal level of responsibility for the items outlined below.

- Provide oversight, definition, tracking, and guidance of the project to ensure successful delivery of **the Customer’s project in accordance with this SOW and following project management best industry standards.**
- Enforce and administer the Agreement and SOW inclusive of any project Change Orders and invoices. **The Customer’s Project Manager is to comply with the Agreement, SOW, project Change Orders, and invoices.**
- **Provide management for major activities as procured in the Order Form. The Customer’s Project Manager** is to manage the expectations of the Stakeholder Management Team, (herein defined as key Customer representatives, sponsors, stewards, third parties, and others), project team, end users, and general public regarding the tasks to be completed on the project.
- **Schedule all JailTracker’s staff and subcontractor support to ensure project progress and completion in accordance with the project schedule. The Customer’s Project Manager is expected to coordinate and facilitate all Customer staff and third-party (vendors and/or agencies) support to ensure project progress and completion in accordance with the SOW and project schedule.**
- Jointly with the Customer develop the following plans and teams:
  - Project Schedule Plan. This plan will be developed to assure schedules, and resource contracts for all the activity that must occur during the implementation for JailTracker and Customer personnel.

Deliverables:

- Project Schedule Plan

### 3.2 PROJECT PLANNING

Upon Agreement signature, JailTracker will start the project definition and planning phase.

#### 3.2.1 Project Initiation/Kickoff Meeting

The objective of this meeting includes:

- a. Customer and JailTracker personnel introductions;
- b. Conduct formal review of project scope and services;
- c. Establish a clear chain of communication and authority;
- d. Deliver a tailored list of customer requirements in order to achieve a successful project; this list will be referred to as the Customer Gating Checklist; and
- e. Review the process, agenda, and the resource and scheduling requirements for the following activities which are described in subsequent sessions.
  - System Configuration Review
  - Data Conversion Review

JailTracker Responsibilities include:

- **At JailTracker’s discretion, schedule a kickoff meeting remotely at a mutually agreeable time with the Customer but not to exceed thirty (30) days from execution of the Agreement, and provide agenda and kickoff presentation five (5) business days prior to the scheduled meeting.**
- Conduct the kickoff meeting and provide the appropriate resources to comply with the objective stated above.
- Deliver the Customer Gating Checklist.
- Jointly with the Customer review and agree with the project scope and services by completing a final scope statement. Any deviations from the signed SOW will be handled via Change Order. This step will be executed upon the completion of all of the review sessions.

Customer Responsibilities include:

- Provide adequate participation from stakeholders, decision makers, and department users during the kickoff meeting.
- Work with JailTracker on the final definition of scope delivery in accordance with the Agreement, SOW, and the applicable Order Form. Any deviations from the signed SOW will be handled via Change Order. This step will be executed upon the completion of all of the review sessions.

Deliverables:

- Kickoff agenda and presentation
- Customer Gating Checklist

#### 3.2.2 Jail Data Conversion Review

The objective of this meeting is to **evaluate the Customer’s existing data to be converted and create a Data Conversion Scope Document.**

JailTracker Responsibilities include:

- Remotely, schedule the data conversion review meeting at a mutually agreeable time with the Customer.
- Conduct the data conversion review meeting and provide the appropriate resources to comply with the objective stated above.

Customer Responsibilities include:

- Participate on the data conversion review and provide adequate personnel participation. Participation needs to include personnel with product understanding and who are capable of making decisions for the Customer and/or provide information about current business processes and requirements.
- Provide data that is to be converted in a usable format. As the owner of such data, it is the **Customer’s responsibility to extract the data from the existing system or provide the data files to JailTracker.**
- **All data shall be owned by the Customer. As owner of such data, it is the Customer’s responsibility to ensure the integrity, accuracy and completeness of such data.** JailTracker shall have no liability of any kind related to any error, loss of, issue, defect, or cause of action arising out of or related to such data.

### 3.2.3 Product Business Review (BPRs)

The Objective of this meeting includes evaluation of the Customer’s existing business practices in conjunction with JailTracker’s Product functionality and promotes understanding of system functionality. This evaluation will serve as the mechanism to identify and document the configuration needs for JailTracker. This document will be referred to as the BPR Document.

Sessions and durations may vary per product to be reviewed. – 2 days Onsite- one person 8 Hours a day

JailTracker Responsibilities include:

- **At JailTracker’s discretion, schedule the BPR(s) meetings (remote and/or onsite) at a mutually agreeable time with the Customer. JailTracker’s Project Manager will deliver an agenda for each product BPR session**
- Conduct the BPR(s) meeting and provide the appropriate resources to comply with the objective stated above.
- Jointly with the Customer review and document in a BPR Document the configuration to be done. The BPR Document will be delivered to the Customer by JailTracker personnel; the Customer has five (5) business days to review the document and note any discrepancies and/or changes, if no discrepancies and/or changes are identified between this time period such a document is deemed accepted. Any deviations from the agreed scope will be handled via Change order, signed by both parties which impact the project cost and/or schedule.

Customer Responsibilities include:

- Participate in all planning activities and provide adequate personnel participation. Participation needs to include personnel capable of making decisions for the Customer and/or provide information about current business processes and requirements.
- Identify any existing operating policies and/or procedures that may be modified to accommodate JailTracker application functionality.
- Review the BPR Document(s) within five (5) business days after delivery thereof and provide any discrepancies that need to be corrected. One (1) review is included in this SOW; any variations may necessitate a Change Order and will be left **up to JailTracker’s Project Manager’s discretion.**
- Provide date of completion for all of the checklists delivered by InterAct.

### 3.3 PROJECT EXECUTION

Upon completion of the Customer Gating Checklist, JailTracker will start the rollout of the project in conformance with the Data Conversion Scope and in conformance with the agreed upon project schedule. The high level activities are included below.

*Details on each activity and each product will be delineated on the overall project schedule. The detailed project schedule will include predecessors, critical paths, and the responsible party for each activity.*

#### 3.3.1 Software Installation, Configuration and/or Customizations (if applicable)

JailTracker reserves the right to deploy, rollout and/or phase out the following items based on availability and shall not constitute a requirement for cutover of the overall project.

- Any modules, features and/or interfaces specifically identified in the SOW as roadmap or future development.
- Delays or unavailability of external systems and/or interfaces not made available to JailTracker.

JailTracker Responsibilities include:

- Configure and install the software in accordance with Section 2 and/or the Customer Gating Checklist from the Customer.
- Perform Quality Control (QC) testing of completed systems.
- JailTracker will provide remote training and/or assistance to up to three (3) workstations per product.

Customer Responsibilities include:

- Delivery of all items required per the Customer Gating Checklist(s) delivered during the planning phase.
- Conformance and on-time delivery of all activities as set forth and agreed upon in the project schedule.
- Install JailTracker software in all remaining clients after training has been received from JailTracker.

Deliverables:

- Software installation on procured hardware
- Delivery of the Customer Gating Checklist

#### 3.3.2 Interfaces Set up and/or Development

JailTracker will install the procured interfaces as stated in Section 2 in accordance with the agreed upon project schedule.

JailTracker Responsibilities include:

- Deploy the available interfaces in accordance with Section 2 and the agreed upon project schedule.

Customer Responsibilities include:

- Delivery of all items required per the Customer Gating Checklist(s) delivered during the planning phase.

- Take ownership and responsibility for any and all interface hardware, software licenses, modifications, or additions to any systems not supplied, installed, tested, or licensed by JailTracker. Any delays to the Project, however caused, will necessarily push the time for completion of this particular task out, and therefore, will require a change order for a project extension.
- Act as the single point of contact between any agencies and/or third-party vendors not contracted to JailTracker but required to support all interfaces.
- Provide JailTracker with the physical connections for each interface, to allow JailTracker to test the functionality of each interface. If the interfaces are currently in operation, it is the Customer's responsibility to disconnect each of the interfaces from the operational environment to facilitate interface testing.

Deliverables:

- Installed Interfaces

### 3.3.3 Jail Data Conversion(s) Execution

This task includes two (2) major activities, stated below, that will be performed independently of each other based on the agreed upon schedule. Final Data Conversion might be executed prior or post cutover as agreed upon by both parties.

- Initial extraction, conversion, loading, and testing of the specified legacy application data into the new application database(s), based upon the approved data conversion plan created during the planning phase; and each subsequent data conversion iteration, and
- Final data conversion.

JailTracker Responsibilities include:

*Initial Data Conversion:*

- Following receipt of all gating items from the Customer, perform an initial data conversion process.
- Review resulting files with the Customer, document any problems, and collaborate with the Customer on a plan for corrective action.

*Final Data Conversion:*

- Notify the Customer immediately following final data conversion, that the product(s), ancillary(ies) and interface(s) are completed.

Customer Responsibilities include:

- Customer must be able to provide the appropriate data, file layouts and specifications, data dictionaries, reports, etc. in a format specified as follows:
  - Provide data in a timely fashion. Failure to submit functional data within the timeline specified will result in project timelines being rescheduled to a later date.
  - Provide virus-free data to be converted in an acceptable format, which includes delimited or fixed column ASCII text, MS Access, MSSQL 6.5 and later, ODBC Compliant data base with drivers and .XLS spreadsheet, via acceptable media which includes CD ROM, DVD or accessible ftp site. Assist JailTracker in mapping the existing values to those required for the new JailTracker databases.
- Review converted data in a timely manner.
- Review resulting test files with JailTracker, document any problems, and collaborate with JailTracker on a plan for corrective action within five (5) business days of receiving the results.
- Correct any problems identified during the initial data conversion task in accordance with the agreed upon schedule.
- Provide JailTracker with the complete set of final data files to be converted in accordance with the data conversion plan.

- The Customer has ten (10) business days to review the data conversion and note any discrepancies and/or changes, if no discrepancies and/or changes are identified between this time period, the data conversion is deemed accepted.

Deliverables:

- Jail Records Initial Conversion and subsequent conversion iterations
- Jail Records Final Data Conversion

### 3.3.4 Training

Development and execution of a training plan for the procured courses per the Order Form; all courses are limited to ten (10) students and one (1) session unless otherwise noted below. Training will be conducted **at the Customer's location unless otherwise noted below and will be performed in accordance with the Agreement.**

JailTracker Responsibilities include:

- Provide training materials prior to the training sessions.
- Set-up and configure the training environment.
- Provide training in accordance with the Agreement

**Customer's Responsibilities include:**

- Participate in the training sessions by providing the adequate personnel participation.
- Provide the appropriate training area and workstations for the JailTracker trainers, inclusive of **internet access, server and workstation access, teacher's workstations, overhead projector, whiteboard, and markers.**
- For train-the trainer classes assure that all staff personnel are trained prior to cutover operations.

Deliverables:

- Training Materials
- Training Sessions –Training sessions will focus on administrative actions and Train the Trainer Sessions for JailTracker (limited to 10 persons per class.)

### 3.3.4 Cutover

Once all other phases and tasks are completed, JailTracker will develop a Cutover Readiness Plan with the Customer that will illustrate the requirements, and activities required to bring into production use the Scope of Work defined in Section 2. The execution of Cutover will be at the mutually agreed date with the Customer.

The Customer may elect not to Cutover any single application, ancillary module or major feature, however, this shall not prevent JailTracker from proceeding with Cutover or any subsequent task. JailTracker will support the Cutover of any pending application, ancillary module or major feature at the time the Customer is ready via remote access. Remote access is limited to one (1) day per application, ancillary module and/or major feature.

JailTracker Responsibilities include:

- Develop with the Customer a Cutover Readiness Plan.
- Execute a go/no-go meeting with the Customer in conformance with the project schedule against the Cutover Readiness Plan.

- Bring products to operational use and monitor the products, ancillaries, and interfaces up to three (3) days on-site inclusive of the preparation day. *Any Cutover delays resulting from or related to Customer cause shall be supported via remote access rather than onsite.*

**Customer's Responsibilities include:**

- Participate and agree on the development and activities outlined on the Cutover Readiness Plan.
- Execute a go/no-go meeting with JailTracker against the Cutover Readiness Plan in preparation of Cutover.
- At Cutover, begin using the products and notify JailTracker of any issues in accordance with the Cutover Readiness Plan.

## Deliverables:

- Cutover Readiness Plan
- Go-Live Support – 1 Subject Matter Expert on Site for five (5) days.

#### 4. CLOSING PHASE

In preparation for closing the project and turning over the Customer to Account Management and Customer Care, the following activities will be performed:

##### 4.1 Post-Cutover Training

JailTracker will deliver any post-Cutover training either, a) procured and postponed prior to Cutover per the agreed upon training plan, or b) procured based on a signed Change Order.

##### 4.2 Post-Project Review Meeting

##### 4.2 Turnover Meeting

Arrange and perform a turnover meeting to review the Project and any open issues as outlined in a turnover document with the Customer, Account Manager, and Customer Care.

#### 5. Dependencies & Conditions

##### Software Customization and Enhancements

No software customizations or modifications are included in the scope of services to be delivered, except those that are specifically outlined in the SOW and/or Software Requirements Definition (SRD). Any further customization or modifications which are requested by the Customer shall require a Change Order and/or new SOW/SRD specifying the project specifications, schedule, and associated price which is signed by both parties.

##### Software Requirements Definition (SRD)

A Software Requirements Definition (SRD) signed by authorized representatives of both parties will be required for any modification of the functionality of JailTracker software or any other Customer software development by JailTracker. The SRD typically includes background information, software modification description, technical specifications, notes and assumptions, Customer and JailTracker resources needed,

Customer and JailTracker responsibilities, estimated timeframe, and cost. Note that some SRDs are complex and time consuming, and that JailTracker reserves the right to provide a quote for the creation of the SRD itself.

#### Custom Requirements

All custom requirements will be expressly contained in the Order Form. Custom deliverables that result in the need for professional services not described in the Order **Form will be charged at JailTracker's standard** time and material rates.

#### Software Interfaces

Required software interfaces specified in the Order Form will be reviewed and documented during the early stage of the project. JailTracker Software Engineering will develop the interfaces and deliver in preparation for onsite installation and testing in accordance with the mutually agreed upon project schedule.

#### Data Ownership

All data, including but not limited to geo-data, shall be owned by the Customer. As owner of such data, it **is the Customer's responsibility to ensure the integrity, accuracy, and completeness of such data. JailTracker** shall have no liability of any kind related to any error, loss of, issue, defect, or cause of action arising out of or related to such data. JailTracker shall provide the Customer with pre-defined code tables, which will be delivered **as-is. Any changes to the code tables or data conversion services are the Customer's** responsibility.

#### Scope Change and Change Orders

Changes to the scope of the project can be initiated only by a written Change Order signed by both parties and may impact the project cost and/or schedule. All alterations to an executed Order Form, Statement of Work or Software Requirements Definition (SRD) require a written Change Order signed by an authorized representative of the Customer and an authorized representative of JailTracker. The Change Order serves **as an amendment to the "parent" document and enumerates the modifications.**

#### Work Hours

All work will be performed at the Customer and JailTracker offices and will be performed during normal business hours (8 A.M EST to 4:30 P.M CST) unless mutually agreed upon.

#### Cancellation Policy

In situations where the parties have agreed on a specific date for JailTracker to perform training or other **services at the Customer's site (collectively, the "Scheduled Services"), the Customer shall be responsible** for adequately preparing the applicable site and ensuring availability of the applicable Customer personnel and/or **contractors to facilitate JailTracker's performance of the Scheduled Services (collectively, the "Preparation").**

In the event the Customer wishes to cancel or reschedule a scheduled site visit or the required preparation was not completed at the appointed time for the scheduled site visit, the Customer shall pay to JailTracker (i) the fee for one (1) day of the scheduled services for each of the JailTracker personnel and authorized **subcontractors which were to perform the scheduled services ("One-Day Service Fee"), (ii) the per diem** services fee for travel time associated with the actual travel undertaken by JailTracker personnel and **authorized subcontractors en route to the applicable Customer site ("Billable Travel Time"), and (iii)** reimbursement for any non-refundable travel and lodging expenses incurred by JailTracker and authorized **subcontractors in connection with such scheduled site visit ("Non-refundable T&E").**

Unless otherwise specified in the applicable Order Form or SOW, in the event that the Customer provides written notice of its cancellation of a scheduled site visit at least 72 hours prior to the appointed date and time of the scheduled visit, the Customer shall not be required to pay the One-Day Service Fee referenced

above in connection with such site visit, but will be required to pay any applicable Billable Travel Time and Non-refundable T&E.

For avoidance of doubt, the foregoing payments relating to the One-Day Service Fee, Billable Travel Time and Non-refundable T&E are intended to compensate JailTracker for expenses associated with a lost day of work and related expenses. Such payments do not in any way (i) relieve either party of its obligations with regard to performance of and payment for the scheduled services, (ii) replace, amend or modify any of the terms relating to cancellation and/or change order requirements, rights and remedies set forth in this SOW or the Agreement that otherwise relate to the scheduled services, or (iii) grant to the Customer any right to cancel its order for the scheduled services.

## 6. Infrastructure Requirements

### Electrical and Network Infrastructures

**The Customer's electrical and computer network (LAN and WAN) infrastructures shall be stable and sufficient to meet the bandwidth requirements of the JailTracker solution being implemented.** Inadequate infrastructure frequently results in less than desirable performance. If Mobile software is purchased, JailTracker is not responsible for the inability of a particular network to support features of the mobile software due to bandwidth restrictions.

### LAN and WAN Compliance

Electrical and computer network (LAN and WAN) infrastructures are to be compliant and tested to latest industry standards by the Customer.

### Software Installation

With respect to JailTracker Software installed **at the Customer's site, so long as the Customer remains current on annual support and maintenance fees,** JailTracker will provide, once made generally available, all updates, upgrades, patches and workarounds to the Software covered under this Agreement. The Customer agrees to assist in the installation of such items. Any installation services requested by the **Customer will be offered at JailTracker's then-current rates.**

### Software Compatibility

The Customer accepts sole responsibility for any compatibility problems between the Software and any other application software or non-current software programs not maintained or supported by JailTracker.

### Remote Access

The Customer shall provide JailTracker with secure high-speed remote access with a static IP address to all servers and work stations running JailTracker software. The Customer will grant access rights to all JailTracker personnel so designated in writing by JailTracker as authorized by JailTracker to need access rights. The high-speed access must be in place prior to the beginning of the installation process. The **Customer's failure to provide secure high-speed remote access will be considered a material breach of the Agreement.**

### Viruses and External Threats

The entire network must be protected with Antivirus (AV) software and shall be kept up to date by the Customer with all the latest virus definitions and operating system patches/service packs.

### Software Updates

It shall be the responsibility of the Customer to maintain all operating system and firmware updates, including version releases, patches, and service packs for any third-party software that has been installed by JailTracker.

### Bandwidth

The minimum available bandwidth to each workstation should be no less than 100mbs and should be greater between multiple locations.

## Antivirus

The entire network must be protected with Antivirus software and shall be kept up to date by the Customer with all the latest virus definitions and operating system patches/service packs. JailTracker directories must be excluded from AV Scans.

## Virtual Environments

### When using Virtual Machines (“VM’s”) running VMware or other Virtual Environments:

JailTracker is not responsible for loss of performance due to issues with VMware, Host Server workload, Host network bandwidth or disk storage space.

JailTracker must approve the Customer-provided Virtual Environment, including hardware, number of virtual machines running on the host, network bandwidth, disk systems, and any other aspect of the Virtual Environment.

The Customer is responsible for the hardware and hardware support for the physical server that runs the Virtual Machines – the VM Ware Host.

The Customer is responsible for the support of the VMware, including but not limited to, licensing, updates, support, and any other issue which is VMware related.

The Customer will provide and procure support and maintenance of the Operating system and Database software running on the Virtual Machines.

## Physical Security

The Customer will be responsible for the establishment of procedures to provide physical site security for delivered hardware and software systems and their components. This security will include protection from losses caused by natural threats, forced entry, acts of violence, and internal sabotage. The Customer will be responsible for implementing procedures necessary to safeguard the integrity and security of the software and data used in this project from access by unauthorized persons.

## Network Security

The Customer will be responsible for the establishment of procedures to provide security for its networks, hardware and software systems, and their components. This security will include protection from security **threats entering the Customer’s IT systems through the Internet or the Customer’s internal networks.**

## External Network Connectivity

The Customer shall be responsible for establishment of any required external access to the JailTracker JMS network. **Depending on the Customer’s desired implementation, external access might be necessary** for certain products offered by JailTracker. Minimum requirements for this external access include, but are not limited to, a static IP address assigned by the Customer ISP, firewall configuration allowing any incoming request to be properly translated, port forwarded, or routed, and appropriate security as part of that configuration at the firewall so that no part of the closed JMS network will be subject to security threat. JailTracker will work with the Customer by providing network infrastructure and IP configuration information that will be required by the Customer when establishing external access by network address translation, port forwarding, or routing.

## Removal of Old Hardware

The Customer is responsible for the removal of old hardware.

## Data Backup and Storage - JailTracker

All Jail data backups for the production JailTracker Jail environment will be the responsibility of Customer. Customer will complete the following:

Off-load appropriate Customer data to a backup copy.

Retain a copy of each backup until the next backup or the expiration of the backup schedule.

The Customer will be responsible to provide JailTracker with high speed remote access to the appropriate **server containing the data to be backed up, or request access to JailTracker’s ftp site to upload the JMS**

data themselves. Customer is to provide correct data and data to be included in the backup and the schedule of backups is limited as specified in the Order Form.

### JailTracker Users and Permissions Requirements

#### Windows Users

- A **“service account”** is needed with **Administrator permissions on each server.**
- A user account (typically named JailTracker) is needed for maintenance and installation.
- This account also needs admin permissions on each server and workstation.

#### SQL User

- A SQL user account needs admin permission on each server and workstation.
- This account needs DBO rights to each database in the JailTracker system.
- The databases used vary depending on the products installed.

#### Antivirus Exclusions

JailTracker must have AV exclusions set for any directory containing JailTracker software. This can include the following:

- C:\JailTracker
- C:\Program Files\JailTracker
- C:\Program Files (x86)\JailTracker

Other directories may need to be excluded, depending on products installed. Detailed lists of excluded **directories are available from JailTracker’s personnel and may depend on your environment and products installed.**

**Schedule 2 to Exhibit A  
InterAct Public Safety Systems**

**SOFTWARE LICENSE AGREEMENT  
(Other Indiana Governmental Entities)**

This Software License Agreement (“Agreement”) is made a part of, and incorporated into, the Professional Services Contract dated as of September 17, 2009 (the “Contract”) between the State of Indiana acting through the Integrated Public Safety Commission (“IPSC”) on behalf of the Indiana State Police (“ISP”), and for limited purposes, all other Indiana Governmental Entities (the State, IPSC, ISP, and all other Indiana Governmental Entities may be collectively referred to as “the State”) and COLOSSUS, INCORPORATED, a North Carolina corporation d/b/a InterAct Public Safety Systems (“InterAct”). Execution and approval of the Contract is deemed execution of this Agreement by InterAct and the State. All capitalized terms not otherwise defined herein shall have the meanings as set forth in the Contract. In addition to the terms and conditions set forth in the Contract, the terms and conditions set forth in this Agreement shall be applicable to any License Software provided by InterAct.

This Agreement is entered into based on InterAct’s response to the State’s RFP# 8-46 and the award of the Contract to InterAct. This Agreement shall apply to the purchase of licenses for the Licensed Software set forth on Schedule 1 to this Agreement by Tippecanoe County Sheriff’s Office, IN (the “Governmental Entity”) pursuant to the QPA issued by the State and properly executed Purchase Order and Statement of Work referencing this Agreement, the Contract, and the QPA. The Governmental Entity agrees to be bound by all of the rights and obligations of the State under this Agreement and the Contract.

**1. Definitions.** As used in this Agreement, these terms have the following meaning:

a. “Documentation” shall mean all reference, installation, administrative, programmer, user, and operator manuals, all training materials and guides, specifications, and other materials for use in conjunction with the Licensed Software to be provided by InterAct. Documentation shall not include marketing materials.

b. “Licensed Software” shall mean all or any part of the software programs set forth on Schedule 1 to this Agreement, which are the software programs described in InterAct’s response to RFP #8-46, and all corrections, updates, upgrades and enhancements (including, without limitation, the functionality described in InterAct’s response to RFP #8-46) thereto.

c. “Site” shall mean the physical location where the Licensed Software will be deployed, and such other locations as may be necessary to deploy the Licensed Software in the ordinary course of the Governmental Entity’s business, as may be necessitated by a move of operational facilities, or as may be necessitated by any reorganization, consolidation, or realignment of governmental responsibilities.

d. “Supported License” shall mean any Licensed Software for which the Governmental Entity is entitled to telephone support and updates, upgrades and enhancements from InterAct under InterAct’s Software Maintenance Agreement by paying the appropriate annual maintenance fees.

**2. Software License.** Contingent upon the Governmental Entity’s compliance with the terms of this Agreement, InterAct grants to the Governmental Entity a perpetual (subject to Section 14), non-exclusive, non-transferable, royalty-free license to install or otherwise access, and permit its employees and other users duly authorized by law, to use the Licensed Software. The Governmental Entity shall use the Licensed Software in accordance with the terms and conditions set forth in the Contract, this Agreement, and any supplemental conditions set forth on the applicable Purchase Order or Statement of Work. The

Governmental Entity may use the Licensed Software for its official business purposes only. The Governmental Entity will not copy, modify, or prepare derivative works of the Licensed Software. The Governmental Entity shall not sublicense, redistribute or otherwise allow third parties to use the Licensed Software, directly or indirectly, whether on a time sharing, remote job entry or service bureau arrangement or otherwise. The Governmental Entity shall not engage any third party to host the Licensed Software for the Governmental Entity's use, nor shall the Governmental Entity host for others or otherwise make the Licensed Software available for use by others. The Governmental Entity will not reverse compile or reverse assemble the Licensed Software, or otherwise attempt to derive or obtain all or any portion of the Licensed Software source codes. The Governmental Entity may create a limited number of copies of the Licensed Software solely for archival or back-up purposes. Any use of the Licensed Software beyond these limitations will be subject to InterAct's prior written consent and payment of the applicable fees.

### **3. Reserved.**

**4. Documentation.** InterAct shall deliver to the Governmental Entity three (3) complete copies of the Documentation for the Licensed Software. The Governmental Entity shall have the right, as part of the license granted herein, to make as many additional copies of the Documentation for its own use as it may determine.

### **5. Acceptance Testing.**

a. Acceptance Testing Procedure. In the event that a Purchase Order or applicable SOW specifies that the Governmental Entity's acceptance of all or part of the order specified therein is subject to successful completion of acceptance testing, the following procedures and time periods shall apply: the Governmental Entity will be entitled to test the Software as applicable to determine if it operates in accordance with, and otherwise conforms to the mutually agreed upon acceptance criteria, including those criteria in an acceptance test plan to be developed as part of a business process review contemplated by the SOW. If acceptance testing is a required term in a Purchase Order or SOW, but the period or procedures for such acceptance testing are not specified on the Purchase Order or SOW, and the parties agree that no acceptance test plan will be developed as part of a business process review contemplated by the SOW, then (i) the Governmental Entity will have thirty (30) days from the date the Software is delivered to the Governmental Entity in which to complete all acceptance testing, and (ii) the Governmental Entity may use its own internal test procedures and any sample input. Acceptance of the Software shall not be deemed to constitute a waiver by the Governmental Entity of any rights it may have based on InterAct's warranties. If no acceptance criteria are set forth in a Purchase Order or SOW, and the parties agree that no acceptance test plan will be developed as a part of any business process review contemplated by the SOW, then the acceptance criteria shall be that the Software perform in substantial compliance with the applicable manufacturer's Documentation.

b. Acceptance or Rejection. If the Governmental Entity determines that the Software successfully operates in accordance with, and otherwise conforms to, the acceptance criteria, the Governmental Entity will notify InterAct that the Governmental Entity accepts the Software within ten (10) days of the completion of the applicable testing period. If the Governmental Entity determines that the Software does not operate in accordance with, or otherwise conform to, the applicable acceptance criteria, then the Governmental Entity will provide InterAct with a notice describing the nonconformance to the acceptance criteria within ten (10) days of the completion of the applicable testing period. InterAct will have thirty (30) days from the date it receives the Governmental Entity's notice of the nonconformance to correct (at no additional cost to the Governmental Entity) the Software. When InterAct redelivers the Software, the Governmental Entity will be entitled to repeat the testing process. The Software ordered on any Purchase Order will be deemed to have been accepted by the Governmental Entity if (i) the Governmental Entity does not provide InterAct with a written notice of nonconformance to the acceptance criteria within ten (10) days after expiration of the applicable testing period, or (ii) the Software is put into production use by the Governmental Entity.

**6. Maintenance and Support.** InterAct will provide maintenance and support services for the Software (“Software Maintenance”) to the Governmental Entity for the period(s) set forth in a Purchase Order and thereafter for such periods as may be mutually agreed upon, subject to the Governmental Entity’s payment of the applicable maintenance fees to InterAct. Software Maintenance for other Indiana Governmental Entities will be provided in accordance with and consist solely of the products and services described in Exhibit C to the Contract. The maintenance fees for the Licensed Software are set forth in Exhibit D to the Contract.

**7. Software License Fees.** The prices for the Licensed Software are set forth on the QPA, which is Exhibit D to the Contract. The Licensed Software license fees shall be paid in accordance with the payment milestone plans set forth in the applicable Statements of Work or Purchase Orders for the Governmental Entity. In no event will the cost of the Licensed Software, when coupled with the costs set forth in the applicable Statements of Work and Purchase Orders, exceed the price set forth on the QPA issued by the State. The failure of any Governmental Entity to make payment as required by its Statement of Work or Purchase Order shall not be deemed a failure or breach by any other Indiana Governmental Entity or by the State. InterAct shall look solely to the defaulting Indiana Governmental Entity for relief.

**8. Confidentiality.** This Agreement is subject to the Indiana Access to Public Records Act, I.C. 5-14-3 (“APRA”). The parties agree that certain information underlying this Agreement may be exempt from disclosure under APRA, including any trade secrets as defined in IC 24-2-3-2 and, at the discretion of the Governmental Entity, computer programs, computer codes, computer filing systems, and other software that are entrusted to a public agency. In the exercise of its discretion under IC 5-14-3-4(b) (11), the Governmental Entity declares that all computer programs, computer codes, computer filing systems, and other software provided under this Agreement and the Contract may not be disclosed by a public agency, unless access to the records is specifically required by a state or federal statute or is ordered by a court under the rules of discovery.

**9. Ownership.** All trademarks, service marks, patents, copyrights, trade secrets and other proprietary rights in or related to the Licensed Software will remain the exclusive property of InterAct or its licensors, whether or not specifically recognized or perfected under applicable law. The Governmental Entity will not take any action that jeopardizes InterAct’s or its licensors’ proprietary rights. The Governmental Entity acknowledges and agrees that it acquires no rights in the Licensed Software except as provided in this Agreement. InterAct and its licensors, as applicable, will own all rights in any copy of the Licensed Software or any derivative work, including any improvement or development of the Licensed Software. The Governmental Entity agrees to take, at InterAct’s sole expense, any actions reasonably requested by InterAct to perfect such rights in InterAct’s or an applicable licensor’s name.

**10. InterAct’s Warranties.** InterAct warrants and represents to the Governmental Entity as follows:

a. Ownership. InterAct is the owner of the Licensed Software or otherwise has the right to grant this Agreement to the Governmental Entity to use the Licensed Software as set forth in the Contract and in this Agreement without violating any rights of any third party, and there is no actual or threatened suit by any such third party based on an alleged violation by InterAct.

b. Business Requirements. InterAct is aware of the Governmental Entity’s requirements and intended uses for the Licensed Software. InterAct warrants that the Licensed Software, when installed and configured in accordance with the applicable Statements of Work or Purchase Order and InterAct’s recommended specifications, will substantially perform the functions described in the Documentation and InterAct’s Response to RFP #8-46. InterAct is not responsible for any problem, including any problem that would otherwise be a breach of warranty, caused by changes in the operating characteristics of computer hardware or computer operating systems not supplied by InterAct, interaction of the Licensed Software with software not supplied or approved by InterAct, or accident, abuse, or misapplication.

c. Software Warranty. If any defects are discovered in the Licensed Software within one (1) year of the Governmental Entity's acceptance, a corrected software package will be supplied to the Governmental Entity at no cost. Enhancements and maintenance releases to the current Licensed Software will be supplied to the Governmental Entity pursuant to the terms of a current Software Maintenance Agreement, provided that it is a Supported License.

d. WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, INTERACT MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE LICENSED SOFTWARE AND INTERACT EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **11. Intellectual Property Indemnification.**

a. InterAct shall defend the Governmental Entity from and against any and all third-party claims, demands, suits or causes of action arising from or relating to any alleged or actual infringement by any Licensed Software of any third-party intellectual property right (an "Indemnified Claim") and pay the damages and costs finally awarded against the Governmental Entity or agreed upon in settlement in such actions, provided (i) the Governmental Entity notifies InterAct in writing promptly upon learning that such a claim may be asserted, but in any case not later than ten (10) business days after the Governmental Entity receives notice of such lawsuit; (ii) subject to I.C. § 4-6-2 and I.C. 34-13-3 (the Indiana Tort Claims Act), the Governmental Entity grants InterAct sole control over the defense of such claim and any negotiation for its settlement or compromise; (iii) the Governmental Entity accepts any remedial actions provided by InterAct pursuant to the sub-paragraph below; and (iv) the Governmental Entity provides such assistance as InterAct reasonably requests.

b. In the event of a claim under this paragraph, InterAct shall have the rights to: (i) replace the Licensed Software alleged to be infringing with non-infringing software that provides substantially the same functionality; (ii) procure for Governmental Entity the right to continue using the affected Licensed Software; and (iii) if InterAct determines that the foregoing actions set forth in clauses (i) and (ii) of this paragraph are not reasonably practicable or commercially reasonable, terminate the Governmental Entity's license to use the Licensed Software alleged to be infringing and, if such termination occurs before the date that is five (5) years after the date that such Licensed Software was first licensed by the Governmental Entity, refund to the Governmental Entity a pro-rata portion of the license fees paid for such Licensed Software based on a 5 year straight-line depreciation schedule commencing upon such date. This paragraph 10 states the Governmental Entity's exclusive remedy, and InterAct's exclusive liability, for any claim of infringement or misappropriation.

c. InterAct will have no indemnification obligation to the Governmental Entity under paragraph 10 if: (i) any portion of the Licensed Software has been modified after delivery to the Governmental Entity by any party other than InterAct; (ii) the Governmental Entity does not promptly install each upgrade, update and other fix or error correction provided to the Governmental Entity by InterAct or its licensors or Hardware manufacturers (if applicable); or (iii) an alleged infringement or misappropriation is based upon the combination of the Licensed Software with any software or equipment not provided to the Governmental Entity by InterAct.

**12. Ownership of Project Deliverables.** The Governmental Entity will own rights in: (i) its proprietary materials and data; and (ii) all original components of any project created by InterAct and delivered to the Governmental Entity pursuant to any Statement of Work or Purchase Order and the payment of all fees

associated therewith. Notwithstanding the foregoing, InterAct and its licensors will retain exclusive ownership of the following (collectively "InterAct Materials"): (i) all pre-existing works, inventions, technology, data and materials incorporated or used in association with the design and development of the Project Deliverable (defined below); (ii) any works created by InterAct pursuant to its performance of services pursuant to any Statement of Work or Purchase Order, including, but not limited to, any proposed, draft, or preparatory materials, that are not incorporated into the Project Deliverables (defined below); (iii) all derivatives, improvements, enhancements or extensions of the InterAct Materials, and (iv) all ideas, concepts, know-how, and techniques, that InterAct may use, conceive of or first reduce to practice in connection with the services that are not uniquely applicable to the Governmental Entity or that have general applicability in the art. Upon payment of all fees due under the Contract, any Statements of Work or Purchase Orders, InterAct will grant to the Governmental Entity a non-exclusive, non-transferable, indefinite, royalty-free and paid-up license to use the InterAct Materials as incorporated in the Project Deliverable for the Governmental Entity's internal business purposes, provided that the Governmental Entity will have no right to use such InterAct Materials apart from the Project Deliverable or in any other manner, and the Governmental Entity's ownership under (ii) above shall be subject to such license of the InterAct Materials. As used herein, "Project Deliverable" shall mean any deliverable(s) created specifically for the Governmental Entity pursuant to any Statement of Work or Purchase Order. For purposes of this paragraph, neither the term "Project Deliverable" nor the term "InterAct Materials" shall under any circumstances be deemed to include Licensed Software.

**13. Limitation on Liability.** UNDER NO CIRCUMSTANCES WILL INTERACT BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE. NOTWITHSTANDING THE FORM (e.g., CONTRACT, TORT, OR OTHERWISE) IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, IN NO EVENT WILL INTERACT OR ITS SUPPLIERS BE LIABLE FOR DAMAGES OR LOSSES THAT EXCEED, IN THE AGGREGATE, THE FOLLOWING FOR EACH RESPECTIVE BREACH OR SERIES OF RELATED BREACHES: (i) WITH RESPECT TO THE LICENSED SOFTWARE, THE AMOUNT OF LICENSE FEES PAID BY THE GOVERNMENTAL ENTITY FOR THE LICENSED SOFTWARE THAT GAVE RISE TO SUCH DAMAGES OR LOSSES; AND (ii) WITH RESPECT TO ANY SERVICES PROVIDED HEREUNDER, THE AMOUNT OF FEES PAID FOR THE SERVICES THAT GAVE RISE TO SUCH DAMAGES OR LOSSES. EXCEPT WITH REGARD TO PAYMENTS DUE INTERACT, NEITHER PARTY WILL BE LIABLE FOR ANY DELAYS OR FAILURES IN PERFORMANCE DUE TO CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL THAT COULD NOT BE AVOIDED BY ITS EXERCISE OF DUE CARE. NOTWITHSTANDING THE FOREGOING PROVISIONS, INTERACT'S LIABILITY FOR ACTS OF GROSS NEGLIGENCE OR ACTS BY INTERACT EMPLOYEES IN THE PERFORMANCE OF MAINTENANCE AND PROFESSIONAL SERVICES BY INTERACT HEREUNDER RESULTING IN BODILY INJURY OR PROPERTY DAMAGE SHALL NOT BE LIMITED BY THE PROVISIONS OF THIS PARAGRAPH 13.

**14. Term and Termination.** This Agreement will commence on the date when the Contract is fully approved by the Governmental Entity and shall be in effect for a period of ten (10) years. InterAct may suspend performance and/or terminate this Agreement with the provision of thirty (30) days notice to the Governmental Entity if the Governmental Entity fails to correct or cure any material breach of this Agreement. Termination may be extended beyond thirty (30) days if InterAct determines progress is being made and the extension is agreed to by the parties. Any material breach by one Indiana Governmental Entity shall not be deemed a breach by any other Indiana Governmental Entity. Paragraphs 2, 3, 9, 10, 11, 12 and 13 of this Agreement will survive any expiration or termination of this Agreement or the Contract. Upon the expiration or termination of this Agreement for any reason, InterAct may pursue any and all remedies available to it in law and in equity.

**15. Assignment.** The Governmental Entity may assign the Licensed Software only to another Indiana Governmental Entity, provided that the scope of use of any Licensed Software or services, will not be expanded beyond the business of the Governmental Entity, and provided further that such assignment does not conflict with the terms of section 6 of this License Agreement. InterAct may assign this Agreement to any successor to InterAct's interests in the subject matter. InterAct may assign its right to payment hereunder or grant a security interest in this Agreement or such payment right to any third party. InterAct may perform any obligation pursuant to this Agreement using agents and subcontractors with prior written approval of the Governmental Entity.

**16. High Risk Activities.** The Licensed Software and Project Deliverables may contain technology that is not fault-tolerant and is not designed or intended for use in hazardous environments or other applications requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation systems, aircraft communication systems, air traffic control, weapons systems, direct life-support machines, or any other application in which the failure of the Licensed Software or Project Deliverables could lead directly to death, personal injury, or severe physical or property damage (collectively, "High Risk Activities"). The Governmental Entity represents that it is not acquiring any of the Licensed Software for use with High Risk Activities and the Governmental Entity agrees that InterAct shall have no liability of any kind relating to any Licensed Software used in High Risk Activities.

**17. Compliance with Laws.** The Governmental Entity agrees that it will comply with all U.S. and foreign laws, regulations and orders applicable to the Governmental Entity's use of the Licensed Software, including all applicable U.S. export control laws and U.S. Export Administration Regulations and related Executive Orders.

**18. Incorporation by Reference.** The Schedules and Exhibits referenced in this Agreement shall be deemed an integral part hereof to the same extent as if written at length herein.

**19. Advanced Authentication.** Should the Governmental Entity elect to procure Advanced Authentication from Contractor, the Governmental Entity agrees that it will comply with the SafeNet End User Rules of Use applicable to the Governmental Entity's use of the Advanced Authentication as set forth in Schedule 2 – SafeNet End User Rules of Use to this Agreement, attached and fully incorporated herein.

**[Signatures follow below]**

**ACKNOWLEDGEMENT AND AGREEMENT**

The party signing below represents and warrants that: (i) he/she is an authorized representative of the Governmental Entity identified below; (ii) he/she is ordering off the QPA on behalf of the Governmental Entity and that such purchase has been duly authorized by the Governmental Entity; (iii) he/she has read the terms and conditions of this Agreement, the Contract and the QPA and is authorized to agree to such terms and conditions on behalf of the Government Entity; and (iv) the Governmental Entity shall be liable to InterAct for all obligations of such Governmental Entity related to its exercise of its purchase rights under this Agreement, the Contract and the QPA, including the obligation to make timely payments to InterAct.

Accepted and Agreed to:

**Tippecanoe County Sheriff's Office, IN**  
(the Governmental Entity")

BY: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Schedule 1**

Licensed Software

CAD, Mobile and JailTracker - per InterAct Quotation/Order form No: Q-01295-2 dated August 31, 2020, and Statement of Work signed contemporaneously with this Agreement.

## SCHEDULE 2

### SAFENET® END USER RULES OF USE

These Rules of Use apply to your use of the enclosed SafeNet token, card or other device (*your Device*) and your secret Personal Identification Number (*your PIN*).

You should use your Device and your PIN to identify yourself to any systems or service secured by SafeNet in accordance with these Rules, the guidelines in the accompanying User Welcome Guide and which may be communicated to you from time to time, and any written agreements between yourself and your organization and your organization and the company providing you the service.

It is important that you take proper care of your Device, keep it safe and secure at all times and guard against loss, damage and theft.

Your PIN must remain secret to you at all times. **No other person ever needs to know this PIN and you should not disclose it to anyone.** This includes your colleagues and systems administrators at your company and personnel who are, or claim to be representatives of the company providing you the service. You should be extremely suspicious of **anyone** who ever tells you that they need to know your PIN, and you should report any such incident to the company providing you the service.

The privacy of your Device and the confidentiality of your PIN are crucial to the verification of your on-line identity and the security of your information and the networked system(s) that may be accessed using your identity.

If your Device is lost, damaged or stolen, or if you believe that the confidentiality of your secret PIN has been compromised in any way, you should report these incidents *immediately* to the company providing you the service. Upon receiving the notice, the company providing you the service will then disable your Device or allow you to change your PIN, to ensure that no third party may misuse them.

If you do not report these incidents immediately, there is the risk that someone else may steal your on-line identity. Any activities they carry out using your identity will compromise the security and integrity of your information and systems. You may be held legally responsible for activities that are perpetrated using your identity.

You must not give away, sell, rent or lend your Device even to someone you believe to be an authorized user of the system.

You must not mistreat, damage or open your Device or try to reverse-engineer, decompile, disassemble, translate, copy, and alter the Device (or any of its components).

If you lose or break your Device you may be charged a replacement fee by the company that provided your Service.

Should your account be terminated, for any reason, or if you have no further need to use the system, you must contact the company providing you the service immediately to disable your Device and then follow instructions from the company providing you the service to have it safely returned.

**EXHIBIT C**  
**InterAct Public Safety Systems**

**SOFTWARE MAINTENANCE AGREEMENT**  
**(Integrated Public Safety Commission)**

This Software Maintenance Agreement (this “Agreement”) is made a part of, and incorporated into, the Professional Services Contract executed contemporaneously herewith (the “Contract”) between the State of Indiana acting through the Integrated Public Safety Commission on behalf of the Indiana State Police and all other Indiana Governmental Entities (collectively, “the State”) and COLOSSUS, INCORPORATED, a North Carolina corporation d/b/a InterAct Public Safety Systems (“InterAct”). This Agreement supports the Software License Agreement (“SLA”) which is also made a part of, and incorporated into, the Contract.

This Agreement sets forth the terms, conditions, and procedures under which Software Maintenance is offered for the Licensed Software under the SLA, including but not limited to InterAct’s CAD/Mobile [Platinum] [Gold] Tiered Support Program, Network Operations Center (“NOC”) Monitoring Subscription and Online University Annual Subscription. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Contract and SLA. In addition to the terms and conditions set forth in the Contract and SLA, the terms and conditions set forth in this Agreement shall be applicable to any Software Maintenance provided by InterAct.

**1. GENERAL**

a. Scope. Software Maintenance will consist of: (i) reasonable telephone support; (ii) correction of errors to keep the Licensed Software in conformance with the applicable user documentation; and (iii) any updated, release versions of the Licensed Software provided by InterAct to its general customer base subscribing to Maintenance at no additional charge. Maintenance does not include: (i) assembly, set-up, installation, or configuration of hardware and software; (ii) consultation, error correction, or research with respect to State-created documents and information; and (iii) any other separately-priced services InterAct does not generally provide as part of Maintenance.

b. Representative. The State shall designate a specific person or persons from each location at which the Licensed Software is installed to be the point of contact under this Agreement (the “Representative”). The State may change the Representative upon notice to InterAct.

c. Term of Software Maintenance. The initial term for Software Maintenance for the Licensed Software is five (5) years. The maintenance are the fees are set forth on Exhibit B-2 to the Contract. The Annual Maintenance Fee, Annual [Platinum] [Gold] Tiered Support Program Fee, Annual NOC Monitoring Subscription Fee and Annual Online University Fee are each payable in full prior to the start of each year during the term, and are non-refundable. At the end of the five (5) year initial term, this Agreement may be renewed with the written approval of the Department of Administration and the State Budget Agency. For clarity, InterAct’s delivery of Annual CAD/Mobile [Platinum] [Gold] Tiered Support Program, NOC Monitoring Subscription and/or Online University is predicated on Customer maintaining a current Software Maintenance Agreement. Should Customer elect to terminate support and maintenance of the Software, the [Platinum] [Gold] Support Program, NOC Monitoring Subscription and/or Online University Annual Subscription also terminates. Customer may, however, terminate the [Platinum] [Gold] Tiered Support Program, NOC Monitoring Subscription and/or Online University without terminating support and maintenance of the Software. Termination of all or any part of this Software Maintenance Agreement will be effective at the end of the then current Term.

d. No Additional Software Maintenance. InterAct will have no obligation to provide any maintenance or support services beyond such Software Maintenance as the State may be entitled to receive by virtue of

having paid the associated fees unless such maintenance or support services are expressly set forth in a Purchase Order or Statement of Work.

e. Software Maintenance Lapse. The State shall not be eligible to receive Software Maintenance unless the State has received such maintenance continuously from the effective date of this Agreement or the State first pays to InterAct such fees as would have been paid to InterAct by the State for any period in which the State did not elect to receive such maintenance.

f. Annual CAD/Mobile [Platinum] [Gold] Tiered Support Program. In consideration of the State's payment of Annual [Platinum] [Gold] Tiered Support Program Fees set forth in the Contract, Exhibit D-2, InterAct shall provide the Annual [Platinum] [Gold] Tiered Support Program in accordance with the Annual [Platinum] [Gold] Tiered Support Program set forth in Attachment 1, attached and made a part hereof, subject to the terms and conditions of this Exhibit C. All services set forth in Attachment 1 must be utilized within the annual term associated with the Annual [Platinum] [Gold] Tiered Support Program Fees paid or they will be forfeited.

g. Network Operations Center Monitoring Subscription. In consideration of the State's payment of Annual NOC Monitoring Subscription Program Fees set forth in the Contract, Exhibit D-2, InterAct shall provide the Annual NOC Monitoring Subscription Program in accordance with the Annual NOC Monitoring Subscription Program set forth in Attachment 2, attached and made a part hereof, subject to the terms and conditions of this Exhibit C. All services set forth in Attachment 2 must be utilized within the annual term associated with the Annual NOC Monitoring Subscription Program Fees paid or they will be forfeited.

h. Online University. In consideration of the State's payment of Annual Online University Subscription Fees set forth in the Contract, Exhibit D-2, InterAct shall provide the Annual Online University program in accordance with the Annual Online University program set forth in Attachment 3, attached and made a part hereof, subject to the terms and conditions of this Exhibit C. All services set forth in Attachment 3 must be utilized within the annual term associated with the Annual Online University Subscription Fees paid or they will be forfeited.

## 2. TECHNICAL SUPPORT

Technical Support. State will have access to InterAct's technical support personnel ("Technical Support") (24) hours a day, (7) days a week. Communications with Technical Support may be via telephone or e-mail. InterAct provides a single entry point of contact that routes requests/problems to the appropriate Technical Support. In addition to the support obligations listed above, InterAct shall provide the following support twenty (24) hours a day, seven (7) days a week: (a) pager support for Severity level issues; and (b) web-based support.

Technical Support Contact Points. The InterAct Technical Support personnel have the experience and training that allow us to provide optimal service to our customers.

The technical support personnel can be reached at the following phone number and portal address:

Phone: Toll Free – 800-274-2911; <https://Contractorsoftware.force.com/login>

## 3. SEVERITY LEVELS

The following chart depicts Severity Levels for problem reporting and response plan requirement for ensuring timely restoration. The State intends to implement a problem reporting process that will include 1<sup>st</sup> and 2<sup>nd</sup> level help desk support. InterAct shall be responsible for 3<sup>rd</sup> level help desk support. Users will report software and system related problems to the State's help desk staff at which time they will attempt to resolve such problems within the guidelines established for both Level 1 and Level 2 Support. Level 1

Support shall mean call taking, ticket initiation, initial diagnostics, initial response and determination of the severity level of the reported problem. Level 2 Support shall mean diagnostics and problem resolution by a technical support engineer. Level 3 Support shall mean error correction to include bug fixes, service packs, workarounds or other corrective measures undertaken by InterAct’s software engineers. If not possible, the help desk will escalate to InterAct. The State’s help desk will designate which level of Severity applies based upon the below chart.

<b>Severity Level</b>	<b>Problem Type (if applicable)</b>	<b>Response</b>
Severity 1	Major system failure - application is unavailable for use by dispatchers and call takers at a specified dispatch center, RMS or help desk workstation.	Within 2 hours from receipt of notification – problems are acknowledged and appropriate personnel are assigned to and engaged in problem resolution with workaround or long term fix applied within 4 hours.
Severity 2	Significant system impairment – loss of critical operational component, but CAD/RMS work may continue to operate.	Within 2 hours from receipt of notification during normal business hours – may include workaround fix or full repair.
Severity 3	Technical questions, upgrades, intermittent problems, system problems being monitored by an InterAct software engineer, questions related to an identified problem, and work to be performed at a later time.	Within 24 hours from receipt of notification during normal business hours.
Severity 4	Scheduled maintenance and scheduled upgrades.	As scheduled.

#### 4. INTERACT ISSUES.

Software Maintenance covers any issue or problem that is the result of a verifiable, replicable error (InterAct will use all reasonable means to verify and replicate) in the Licensed Software ("Verifiable InterAct Issue"). An error will be a Verifiable InterAct Issue only if it constitutes a material failure by the Licensed Software to function in accordance with the applicable Licensed Software Documentation and is not the result of a modification to the Licensed Software not provided by InterAct or the combination of the Licensed Software with the State's equipment or software and/or third party software or equipment, unless such equipment or software was expressly specified in the Licensed Software Documentation for interoperability with the Licensed Software. Software Maintenance will only be available if the State has installed all updates and upgrades provided by InterAct. If Technical Support determines that the State’s problem is not caused by InterAct or its systems, equipment, or software, or is otherwise outside InterAct’s reasonable control, InterAct is not obligated to provide support under this Agreement. Nevertheless, InterAct will, if possible, offer suggestions as to how the State can remedy the problem. If InterAct determines that the issue or problems was not the result of a Verifiable InterAct Issue, InterAct may charge, and the State agrees to pay InterAct for its time and expenses at InterAct’s then current rates for out of scope support.

#### 5. ADDITIONAL SUPPORT.

Technical Support may also determine that the State’s request is a request for "Additional Support." Additional Support is any assistance not covered above. Examples of Additional Support include substantive questions regarding data or results, requests for Licensed Software customization, specialized training regarding use of the Licensed Software, custom documentation, and consulting. If InterAct believes that it can appropriately and effectively provide the requested services, it will do so at its then-current rates upon its standard terms.

## 6. CUSTOMER'S RESPONSIBILITIES.

- a. The State shall initiate all requests for support. A Representative of the State must be present at the location during the performance of any Software Maintenance if required. The State may add additional contacts to the list of Software Maintenance contacts named and identified on each Purchase Order.
- b. With respect to Licensed Software installed at the State's site, InterAct will provide all updates, upgrades, patches, and workarounds to the Licensed Software covered under this Agreement once made available. The State agrees to assist in the installation of such items. Any installation services requested by the State will be offered at InterAct's then-current rates.
- c. The State accepts sole responsibility for any compatibility problems between the Licensed Software and any other application software or non-current software programs not maintained or supported by InterAct.
- d. The State shall provide InterAct with secure high speed remote access with a static internet IP address, to all servers and work stations running Licensed Software, with firewall protection between the CAD network and the internet. The State will grant access rights to all InterAct personnel so designated in writing by InterAct as authorized by InterAct to need access rights. The VPN solution employed by the State must support the Cisco VPN client and/or the Windows VPN client.
- e. The State shall at all times maintain protection against network virus, worms and other external threats to the Licensed Software.
- f. It shall be the responsibility of the State to maintain all operating system and firmware updates, including version releases, patches and service packs for any third party software that has been installed by InterAct.

## 7. SUBMITTING A REQUEST / GETTING AN ANSWER.

At the time of the State's initial call or e-mail, please prepare to provide:

1. Contact name, company name and Licensed Software the State is using;
2. The type of browser (with release version) and hardware the State is using;
3. Telephone number and alternate method of contact (i.e. a pager number or email address);
4. A concise description of the State's problem or question;
5. The circumstances under which the problem does or does not occur; and
6. Specific error messages, error numbers, log files and program numbers.

For new cases, an InterAct Technical Support Specialist will use the following process to assist the State with a new case (problem):

1. Document the supplied information;
2. Document the State's questions or issues (symptom and function in which it occurs);
3. Answer the State's questions or have the State run tests to further identify and isolate the problem; and
4. Research the problem and provide resolution according to the aforementioned guidelines.

## 8. CESSATION OF SERVICES FOR LICENSED SOFTWARE.

As InterAct releases new versions, enhancements or upgrades of the Licensed Software, InterAct reserves the right to discontinue or modify the terms of the support described herein for all non-current versions. InterAct shall provide at least ninety (90) days notice of such discontinuance or modification; provided however, that

InterAct will continue to support the version immediately preceding the then-current version of the Licensed Software for a period of no less than twelve (12) months from the release of the then-current version.

#### 9. WARRANTY DISCLAIMER.

EXCEPT AS EXPRESSLY PROVIDED HEREUNDER, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, INTERACT MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE SOFTWARE MAINTENANCE, AND INTERACT EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### 10. LIABILITY LIMITATION.

UNDER NO CIRCUMSTANCES WILL INTERACT BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE. NOTWITHSTANDING THE FORM (e.g., CONTRACT, TORT, OR OTHERWISE) IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, IN NO EVENT WILL INTERACT OR ITS SUPPLIERS BE LIABLE FOR DAMAGES OR LOSSES THAT EXCEED, IN THE AGGREGATE, THE PURCHASE PRICE PAID BY THE STATE FOR THE SOFTWARE MAINTENANCE SERVICES THAT GAVE RISE TO SUCH DAMAGES OR LOSS. NEITHER PARTY WILL BE LIABLE FOR ANY DELAYS OR FAILURES IN PERFORMANCE DUE TO CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL THAT COULD NOT BE AVOIDED BY ITS EXERCISE OF DUE CARE. NOTWITHSTANDING THE FOREGOING PROVISIONS, INTERACT'S LIABILITY FOR ACTS OF GROSS NEGLIGENCE OR ACTS BY INTERACT EMPLOYEES IN THE PERFORMANCE OF MAINTENANCE AND PROFESSIONAL SERVICES BY INTERACT HEREUNDER RESULTING IN BODILY INJURY OR PROPERTY DAMAGE SHALL NOT BE LIMITED BY THE PROVISIONS OF THIS PARAGRAPH 10.

#### 11. Miscellaneous Provisions.

- a. Attachment. Each of the attachment listed below shall be incorporated into and shall for all purposes be deemed a part of this Agreement:

Attachment 1: CAD/Mobile [Platinum] [Gold] Tiered Support Program

Attachment 2: Statement of Work – NOC Program & Other Provisions

Attachment 3: Online University

Attachment 1  
CAD/Mobile  
[Platinum] [Gold]  
Tiered Support Programs

2018

All Product Services Package	GOLD	PLATINUM
Caliber Online University annual passes: <ul style="list-style-type: none"> <li>- Gold (8 sessions, 2 attendees per session)</li> <li>- Platinum (16 sessions, 2 attendees per session)</li> </ul>	8	16
Limited Training Assistance – assist with configuration & organizational changes (virtual)	✓	✓
Two admissions to 2018 Customer Conference Event <ul style="list-style-type: none"> <li>• Platinum/Gold customer name-tag</li> <li>• Platinum/Gold client appreciation reception</li> </ul>	✓	✓
Quarterly virtual meetings with client <ul style="list-style-type: none"> <li>• Customer Status &amp; Health Review</li> <li>• Current Status of Agency &amp; Needs</li> <li>• Product &amp; Ticket Satisfaction Reviews</li> </ul>	✓	✓
Bi-Annual onsite meeting with client <ul style="list-style-type: none"> <li>• May include product management, technician or executive staff</li> <li>• Will also include health checks</li> </ul>		✓
Up to 16 hours of Technical Services for minimal IT related needs to be performed remotely – (e.g. Caliber Software reload on new hardware)		✓

CAD	GOLD	PLATINUM
Database Backup review – Caliber will review and test backup processes twice annually (CAD) with offsite secure database storage.	✓	✓
<b>System Monitoring via NOC (CAD)</b> <ul style="list-style-type: none"> <li>• Monitor and Diagnose root cause of issues related to network, database, VMWare (make recommendations for resolution – work for us to resolve the issue is quoted) <ul style="list-style-type: none"> <li>○ Gold includes up to 50 sensors</li> <li>○ Platinum includes 50-150 sensors</li> </ul> </li> <li>• Enjoy Additional Services and Benefits <ul style="list-style-type: none"> <li>○ Access a custom dashboard of your IT infrastructure from your desk or mobile devices</li> <li>○ 24x7 Network Operations Center (NOC) staff monitoring</li> <li>○ Peace of mind that your infrastructure is being monitored 24x7</li> <li>○ IT System availability report</li> <li>○ Being told of an IT infrastructure issue before knowing it exists</li> </ul> </li> </ul>	✓	✓
Services for Caliber Software Upgrades (remote)	✓	
<b>Priority</b> Services for Caliber Software Upgrades (remote)		✓
<b>Caliber Map Update – Gold Package</b> <ul style="list-style-type: none"> <li>• CAD, Mobile and Standalone Maps - Caliber will create and provide all Map Packages to be updated and provided to the customer for distribution once per year (1 time per year). All ArcGIS updates are performed by the customer and then provided to Caliber for package creation.</li> </ul>	✓	
<b>Caliber Map Update - Platinum Package</b> <ul style="list-style-type: none"> <li>• CAD, Mobile and Standalone Maps - Caliber will create and provide all Map Packages to be updated and provided to the customer for distribution twice per year (2 times per year). All ArcGIS updates are performed by the customer and then provided to Caliber for package creation.</li> </ul>		✓
<b>CJIS Compliance Assessment (CAD &amp; Mobile)</b> <ul style="list-style-type: none"> <li>• Explanation of existing audit logging retention schedules</li> <li>• “Audit Trail” log files</li> <li>• Provide remote assistance for self-audit completion</li> </ul>	✓	✓
<b>CJIS Compliance Platinum Services (CAD &amp; Mobile)</b> <ul style="list-style-type: none"> <li>• Conduct remote compliance assessment with agency personnel</li> <li>• Provide agency with a compliance report including recommendations</li> </ul>		✓

MOBILE	GOLD	PLATINUM
Upgrade help guide with software executable for on-demand upgrades	✓	
<b>Priority</b> Services for Caliber Software Upgrades (remote) – assist agency staff with minor/major upgrades		✓
<b>CJIS Compliance Assessment (CAD &amp; Mobile)</b> <ul style="list-style-type: none"> <li>• Explanation of existing audit logging retention schedules</li> <li>• “Audit Trail” log files</li> <li>• Provide remote assistance for self-audit completion</li> </ul>	✓	✓
<b>CJIS Compliance Platinum Services (CAD &amp; Mobile)</b> <ul style="list-style-type: none"> <li>• Conduct remote compliance assessment with agency personnel</li> <li>• Provide agency with a compliance report including recommendations</li> </ul>		✓

- *Customer’s procurement of a Gold or Platinum Tiered Support Program for multiple products, i.e. CAD/Mobile and RMS, entitles Customer to one (1) “All Product’s Services Package”.*
- *Quotes can be provided for on-site assessments and assistance.*
- *All Travel for on-site visits are billed to client*
- *All Services included in the package must be utilized within the term of the tiered support subscription or they will be forfeited.*
- *Customer will receive Platinum/Gold Plaque*

*\*Detailed Statement of Work will be provided upon quote acceptance\**

## Attachment 2

### Statement of Work – NOC Program & Other Provisions

**System Monitoring via NOC (CAD)** [when purchased separately from the Platinum/Gold Tiered Support Programs, per prices set forth on Exhibit D-2 of the Contract]

- Monitor and Diagnose root cause of issues related to network, database, VMWare (make recommendations for resolution – work for us to resolve the issue is quoted)
  - NOC Monitoring Subscription (<50 Sensors)
  - NOC Monitoring Subscription (50-150 Sensors)
  - NOC Monitoring Subscription (150-300 Sensors)
- Enjoy Additional Services and Benefits
  - Access a custom dashboard of your IT infrastructure from your desk or mobile devices
  - 24x7 Network Operations Center (NOC) staff monitoring
  - Peace of mind that your infrastructure is being monitored 24x7
  - IT System availability report
  - Being told of an IT infrastructure issue before knowing it exists

### STATEMENT OF WORK FOR NOC PROGRAM

## 1. Introduction

This Statement of Work (“SOW”) defines scope, project services, deliverables, dependencies, assumptions and responsibilities of the Customer and Contractor for the implementation of the Scope of Work (the “Project”) defined below.

All services outlined in this SOW are offered and delivered based on and subject to the following assumptions and prerequisite, which are the sole responsibility of the Customer. Contractor shall not be responsible for any delays in project implementation and/or system performance problems if and to the extent that such delays and/or system performance problems result from the non-conformance of the Customer’s environment and personnel with such assumptions and prerequisites. Where Contractor personnel are requested to rectify non-conformance with such assumptions and prerequisites, the Customer will be charged for such services at time and materials rates separate from and in addition to the price quoted for the applicable services on the applicable Order Form.

The Contractor Network Operations Center (“NOC”) is a central IT infrastructure monitoring solution for law enforcement agencies IT infrastructures.

## 2. Scope of Work

The Scope defines the boundaries of the project, outlining what is included in the project based on the products and services purchased by the Customer. Anything not outlined below is outside the scope of this project.

Agencies that are a part of the NOC program will receive the following benefits:

- Proactive alert response of IT infrastructure failures
- Shorter time to resolution by early detection and action

- Customer dashboards for environment monitoring
- Weekly and monthly reporting of environment uptime and stability
- Increased system uptime
- Increased operational efficiency and productivity
- Proactive and rapid reactive support – via remote access, telephone helpdesk
- Monthly or weekly reports of issues
- Freed up staff that allow them to focus on agency needs and officer responsibilities

The following features and services are not included in the base program and are available under additional agreements:

- On site visits
- IT Infrastructure Issue Resolution beyond the Contractor Public Safety software
- Security vulnerability and penetration testing
- Security Consultation
- Software Upgrades outside of Contractor Public Safety Software (SQL Server, OS)
- Workstation support beyond Contractor Public Safety software
- OS Patching
- Networking Administration
- DBA Services including administration of backups or database tuning
- Hardware Repairs
- Hardware Planning
- Virtualization Consultation
- Performance Tuning and Analysis
- CJIS Consultation
- Strategic Planning
- Anything additional outside the Standard Software Maintenance Agreement

### **3. Scope of Services & Responsibilities**

This section defines the principle services and responsibilities of the Customer and Contractor for the implementation of the Scope of Work as set forth above. The scope of services in this SOW may be completed concurrently, sequentially, or non-sequentially as determined best by Contractor. Many project tasks are assigned to or dependent on Customer resources.

#### **3.1 Monitoring Services; Alert Services**

Unless otherwise indicated in this SOW, all monitoring and alert-type services are limited to detection and notification functionalities only. These functionalities are guided by Contractor-designated policies, which may be modified by Contractor or the Client as necessary or desired from time to time, with Contractor's approval. Initially, the policies will be set to a baseline standard as determined by Contractor.

### **4. Infrastructure Requirements**

#### **4.1 Software Installation**

Customer will be required to license and install Monitoring Software as set forth in Section 5.2 herein. Any additional installation services requested by the Customer will be offered at Contractor's then-current rates.

#### **4.2 Remote Access**

The Customer shall provide Contractor with secure high-speed remote access with a static IP address to all servers and work stations running Contractor software. The Customer will grant access rights to all Contractor personnel so designated in writing by Contractor as authorized by Contractor to need access

rights. The remote access must be in place prior to the beginning of the installation process. The Customer's failure to provide secure remote access is a material breach of the Agreement.

#### **4.3 Viruses and External Threats**

Virus and External threat monitoring are outside the scope of the NOC Program. The Customer is responsible for security monitoring. The Customer is also responsible for managing Antivirus (AV) software and applying operating system patches/service packs. Any aspect of security monitoring or prevention is outside the scope of the NOC project.

#### **4.4 Software Updates**

It shall be the responsibility of the Customer to maintain all operating system and firmware updates, including version releases, patches, and service packs for any third-party software.

#### **4.5 Bandwidth**

##### *Bandwidth requirements:*

The minimum available bandwidth between CAD workstations and the local bridge or CAD application server should be no less than 100mbps. The minimum bandwidth between a local bridge server and a remote CAD application server should be 10mbps up and down.

##### *Network Latency:*

Network latency should not exceed 50ms between the CAD station and the CAD application server

#### **4.6 Physical Security**

The Customer will be responsible for the establishment of procedures to provide physical site security for hardware and software systems, and their components. This security will include protection from losses caused by natural threats, forced entry, acts of violence, and internal sabotage. The Customer will be responsible for implementing procedures necessary to safeguard the integrity and security of the software and data used in this project from access by unauthorized persons.

#### **4.7 Network Security**

The Customer will be responsible for the establishment of procedures to provide security for its networks, hardware and software systems, and their components. This security will include protection from security threats entering the Customer's IT systems through the Internet or the Customer's internal networks.

#### **4.8 Contractor Users and Permissions Requirements**

##### **Windows Users**

- Each monitored server will have a "service account" with administrative permissions. The Monitoring Software will use this "service account".
- Maintenance and installations requires a user account (typically named Interact). This account also needs admin permissions on each server and workstation.

##### **SQL User**

- Each database server will have a SQL user account with administrative permission. This account needs DBO rights to each database in the Contractor system.
- The databases used vary depending on the products installed.

##### **Other Systems**

- Usernames and passwords will also need to be given for any other monitored devices such as routers/switches or Virtual Servers.
- Any monitored devices will have SNMP enabled.

## **5 Project activities**

### **5.1 Project Kick Off**

During the kick off the NOC project will be reviewed with the Customer and any questions will be answered. During the kick off Customer will provide the following information:

- A list of people that will have access to the monitoring dashboard;
- Email and phone numbers of agency contacts in the event that an incident is observed from the NOC; and
- A single point of contact that the Contractor NOC project team can contact with project related questions.

### **5.2 Monitoring Software Installation**

Customer will, with Contractor's remote assistance, be required to license and install the Monitoring Software at Customer's site. The Monitoring Software will send data to a central monitoring server via HTTPS located at Nlets.

#### **5.2.1 Port Forwarding on the Firewall**

TCP Port number 23570 will need to be open in order to pass information from the remote probe to the central monitoring server at NLETS. Additional ports may need to be opened locally on Customer's workstations and servers depending on Customer's configuration and version of Software.

### **5.3 Project Monitoring**

Once the Monitoring Software is installed, Contractor employees will monitor Customer's system twenty-four (24) hours a day, seven (7) days a week. During this time, the following actions will be taken when an event is observed:

- A system-generated alert and email sent by NOC.
- The NOC Team responds to the alert within minutes.
- Team member validates the alert.
- Team member communicates the alert to support and the agency point of contact.
- Team member enters a ticket, sets the priority, and directs the ticket to the correct resource within the support team to work on corrective actions.
- In a hosted environment, when 5 alerts or more show for different hosted agencies, a main triage ticket will be created and a notification will be sent to all hosted agencies.

## Other Provisions for NOC PROGRAM

### 1. **Definitions**

- 1.1 **“Confidential Information”** means, with respect to a party hereto, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential, proprietary, or is confidential under federal or state law or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information and which such independent development can be established using evidence that would be acceptable to a court of competent jurisdiction. Confidential Information of Contractor shall include, without limitation, the Services, the Software, Documentation, and any information with respect to the Services that Contractor may provide to Customer from time to time, including without limitation, the terms and conditions of this Agreement and all information disclosed by Contractor relating to the security of its facilities, computer systems and products.
- 1.2 **“Customer Software”** shall mean all enterprise software, including third party software, used by Customer as part of its information technology infrastructure that is required in order to use software licensed to Customer by Contractor.
- 1.3 **“Data”** shall mean Customer’s data and all other content transmitted, posted, received or made available to Contractor during the Term.
- 1.4 **“Intellectual Property Rights”** shall mean any proprietary right including, but not limited to, those provided under: (a) patent law; (b) copyright law; (c) trade-mark law; (e) design patent or industrial design law; or (d) any other statutory provision or common law principle applicable to this Agreement, including trade secret law, which may provide a right in either ideas, formulae, algorithms, concepts, inventions or know-how generally, or the expression or use of such ideas, formulae, algorithms, concepts, inventions or know-how.
- 1.5 **“Monitoring Software”** shall mean certain third party software required for Contractor to perform the NOC services set forth in the Platinum Plan that may require additional agreement by Customer to specific terms, in a document or online, as set out in [https://hlassets.paessler.com/common/files/pdf/terms/paessler-terms-license\\_en.pdf](https://hlassets.paessler.com/common/files/pdf/terms/paessler-terms-license_en.pdf) and [https://hlassets.paessler.com/common/files/pdf/terms/paessler-terms-general\\_en.pdf](https://hlassets.paessler.com/common/files/pdf/terms/paessler-terms-general_en.pdf) in order to use such third party software.

### 2. **Third Party Software**

- 2.1 **Grant of License.** Customer grants to Contractor a nonexclusive, nontransferable license to access and use the Customer Software during the Term solely for the purpose of providing the Services to Customer under this Agreement.
- 2.2 **Customer Warranty.** Customer warrants that it has all rights and authorizations necessary to grant Contractor the rights granted under Section 2.1 and it will not provide Contractor with access to any third party software for which Contractor does not have a valid right, license or sublicense to access and use for the purpose of this Agreement. Customer shall defend, indemnify and hold Contractor harmless from and against any and all damages, losses, liabilities, costs and expenses (including attorney’s fees) suffered or incurred by Contractor arising out of or related to any claims, demands, actions, suits or proceedings brought by a third party alleging that Contractor’s access and use of the Customer Software in accordance with the terms of this Agreement violates such third party’s Intellectual Property Rights or other proprietary rights.
- 2.3 It is acknowledged by the parties hereto that any Monitoring Software required to be downloaded by Customer is subject to the terms and conditions of the applicable license agreement for such Monitoring Software to be entered into directly between Customer and the owner/licensor of such Monitoring Software. Contractor makes no warranties, express or implied, with respect to the Monitoring Software, including, without limitation, their merchantability or fitness for a particular purpose and Contractor accepts no liability of any kind whatsoever with respect to the Monitoring Software. Any warranty Customer has with respect to the Monitoring Software shall be solely provided by the Third Party Software licensor except where this Agreement may expressly state otherwise.
3. **System Monitoring via NOC.** Customer shall allow Contractor, at mutually agreed upon times, reasonable access to the Customer Software and Customer facilities for the purpose of performing the NOC services set forth in the Platinum Plan.
4. **Confidential Information.** The parties agree to keep confidential any and all Confidential Information with respect to the other party which it has received or may in the future receive in connection with this Agreement and shall only disclose such Confidential Information of the other party (i) to its agents, employees or representatives who have a need to know such information, for the purpose of performance under this Agreement and exercising the rights granted under this Agreement, and who have entered into a non-disclosure agreement at least as protective of the other party’s

Confidential Information as this Agreement, or (ii) to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The parties each agree to hold the other party's Confidential Information in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party.

In addition to any other restrictions on Contractor's use of the Data, the confidentiality obligations above apply except to the extent that both parties agree that the Data may be subject to privacy laws providing for the owners of the Data to review such Data or to challenge the collection and storage of the Data. Customer shall indemnify and reimburse Contractor in relation to all reasonable fees and other disbursements paid by Contractor to comply with such requests, whether by an individual or a government body, or to challenge such requests at either Contractor's or Customer's request. Customer represents and warrants to Contractor that as of the Effective Date no individual, government body or third party has requested a review of the Data or challenged the collection and storage of the Data that may, at Customer's option, be stored in the Software.

Customer shall take all reasonable steps to protect the Confidential Information from unauthorized use, access and disclosure, which shall be no less than those efforts made by Customer to protect its own Confidential Information. Customer may disclose Confidential Information to its employees, consultants and vendors who have a "need to know" for the purposes of performing Customer's obligations under this Agreement, provided Customer shall execute appropriate written agreements with such employees and consultants sufficient to enable it to comply with all of the confidentiality provisions.

5. **Warranty.** Contractor warrants that it shall perform its services as described in the Agreement in a professional and workmanlike manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent contractors, and in accordance with the practice of the industry, exercising competent professional knowledge, judgment, and skill. Contractor's obligations hereunder and liability, if any, shall be limited to the Customer and no third party may make claims based upon the Agreement, regardless of the basis or legal theory of such claims.

**THIS IS A SERVICES AGREEMENT. APART FROM THE WARRANTIES NOTED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE OR OTHERWISE, REGARDING THE SERVICES OR ANY OTHER SOFTWARE OR SERVICE PROVIDED HEREUNDER OR IN CONNECTION HERewith. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.**

6. **Limitation of Liability.** IN NO EVENT SHALL CONTRACTOR, ITS AFFILIATES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES WHATSOEVER, WHETHER IN CONTRACT OR TORT (INCLUDING FUNDAMENTAL BREACH AND NEGLIGENCE), INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT, LOST OR DAMAGED DATA OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE, THE RESULTS OF USE, OR THE INABILITY TO USE THE SERVICES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORSEEABLE. CUSTOMER SHALL HAVE THE SOLE LIABILITY AND RESPONSIBILITY FOR PROTECTING ANY DATA USED IN CONNECTION WITH THE SERVICES.

IN NO EVENT SHALL CONTRACTOR'S MAXIMUM LIABILITY (WHETHER IN TORT OR CONTRACT, UNDER STATUTE OR OTHERWISE) WITH REGARD TO THIS AGREEMENT OR ANY PRODUCT(S) OR OTHER ITEMS FURNISHED IN CONNECTION WITH THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE FOLLOWING FOR EACH RESPECTIVE BREACH OR SERIES OF RELATED BREACHES: (I) THE ANNUAL PLATINUM PLAN FEE PAID BY CUSTOMER TO CONTRACTOR IN THE TWELVE (12) MONTHS PRECEDING A CLAIM SOLELY ATTRIBUTABLE TO THE SYSTEM MONITORING VIA NOC THAT GAVE RISE TO SUCH DAMAGES OR LOSSES; AND (II) THE AMOUNT OF MAINTENANCE FEES PAID BY CUSTOMER TO CONTRACTOR IN THE TWELVE (12) MONTHS PRECEDING A CLAIM OF THE SUPPORT AND MAINTENANCE SERVICES THAT GAVE RISE TO SUCH DAMAGES OR LOSSES. THIS STANDARD SOFTWARE MAINTENANCE AGREEMENT STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND CONTRACTOR'S SOLE AND EXCLUSIVE RESPONSIBILITIES WITH RESPECT TO PLATINUM PLAN SUPPORT PROGRAM AND SOFTWARE MAINTENANCE OF ANY CONTRACTOR SOFTWARE.

CUSTOMER ACKNOWLEDGES AND AGREES THAT THE DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY SET OUT IN THIS AGREEMENT ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF BARGAIN BETWEEN CONTRACTOR AND CUSTOMER AND CONTRACTOR WOULD NOT BE ABLE TO PROVIDE THE TRIAL SERVICES WITHOUT SUCH LIMITATIONS.

7. **Excused Performance; Force Majeure.** Neither Party shall be liable to the other party for any alleged loss or damages resulting from delays in performance (including for Contractor, loss or damages resulting from delivery of the Products being delayed) caused by any act of God, fire, casualty, flood, war, failure of public utilities, injunction or any act, exercise, assertion or requirement of governmental authority, earthquake, labor strike, riot, accident, shortage, delay in transportation or any other cause beyond the reasonable control of the party invoking this provision, and if such party shall have used its best efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's performance shall be excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence.
  
8. **Exclusion of Certain Claims.** IN NO EVENT SHALL CONTRACTOR BE LIABLE (WHETHER IN TORT OR CONTRACT, UNDER STATUTE OR OTHERWISE) FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION AND THE LIKE, ARISING OUT OF ITS PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT OR THE USE, INABILITY TO USE OR RESULTS OF USE OF THE SOFTWARE, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Attachment 3**

Online University

Online University Annual Subscription (8 sessions, 2 attendees per Subscription)

Online University Annual Subscription (14 sessions, 2 attendees per Subscription)

Sessions will be available in a virtual environment and are limited to the number of staff specified per session and only for the confirmed subscriber. No refunds allowed. If a pre-paid session is cancelled within fifteen (15) days prior to session start date, a future occurrence credit will be issued for the same course or of equal or lesser value. There will be no refunds or credits issued for incomplete sessions. Network connectivity and system compatibility to participate in the virtual session is the responsibility of the subscriber.

**SCHEDULE 1 to EXHIBIT J**  
**COLOSSUS, INCORPORATED d/b/a INTERACT PUBLIC SAFETY SYSTEMS**  
**PROFESSIONAL SERVICES CONTRACT - EDS# H 28-10-1**

**RMS MASTER SUBSCRIPTION AGREEMENT**  
**(Other Indiana Governmental Entities)**

This RMS Master Subscription Agreement (this "Agreement") is made a part of, and incorporated into, the Professional Services Contract, as amended, between the State of Indiana acting through the Integrated Public Safety Commission ("IPSC") on behalf of the Indiana State Police ("ISP"), and for limited purposes, all Other Indiana Governmental Entities (the State, IPSC, ISP, and all other Indiana Governmental Entities may be collectively referred to as "the State") and COLOSSUS, INCORPORATED, a North Carolina corporation d/b/a InterAct Public Safety Systems ("the Contractor"), as amended by Amendments #1, 2, 3 and 4 (collectively, the "Contract"). Paragraph 4 of the Contract ("Guaranteed Most Favored Customer and Most Favored Terms") is fully applicable to this Agreement.

This Agreement shall apply to subscriptions to the Contractor's Online Record Management Services ("InterAct OnlineRMS") set forth on Attachment 1 to this Agreement, RMS [Platinum] [Gold] Tiered Support Program as set forth on Attachment 3 to this Agreement and Online University as set forth on Attachment 4 to this Agreement by Tippecanoe County Sheriff's Office, IN (the "Governmental Entity") pursuant to the QPA issued by the State using a properly executed Purchase Order referencing this Agreement, the Contract, and the QPA and by agreeing to be bound by all of the rights and obligations of the State under this Agreement and the Contract.

This Agreement controls and takes precedence over any and all standard terms, conditions, or policies which are now or may be posted on the website used to access the Services described below.

**1. DEFINITIONS.**

*"Online University"* means those services listed on the online university table on Schedule D-2 of the contract.

*"RMS [Platinum] [Gold] Tiered Support Program"* means those services listed on the RMS [Platinum] [Gold] Tiered Support Program table on Schedule D-2 of the Contract.

*"Services"* means the online, internet-based applications and platforms meeting applicable NIEM standards provided by the Contractor for use in law enforcement records management, on a subscription basis, including the RMS [Platinum] [Gold] Tiered Support Program and Online University services.

*"Governmental Entity Data"* means all electronic information submitted by the Governmental Entity while using the Services.

*"Purchase Order"* means the purchase order or other documentation executed by and delivered to the Contractor for the purpose of gaining access to the Services, as well as RMS [Platinum] [Gold] Tiered Support Program and Online University, consistent with this Agreement.

**2. INTERNET-BASED SERVICES.**

A. The Contractor grants to Governmental Entity the right to access the Services via the internet and use the Services as authorized in this Agreement, for its own purpose and operations. The Governmental Entity acknowledges that its access and use of the Services will be web-based only. The Services will be

hosted by the Contractor and accessed and used by the Governmental Entity through the use of the internet and the Governmental Entity's computers. The Services are a subscription, not a license.

B. The Governmental Entity will use the Services only as permitted by this Agreement, and shall not resell or sub-license the Services.

### **3. SERVICES PROVIDED.**

A. The Contractor will provide the Governmental Entity with the Services, which Services shall conform to NIEM standards. The Services shall meet functional requirements, configurations, and data sharing specifications agreed to in writing by the Contractor and the Governmental Entity in an agreed-to Statement of Work. The Statement of Work will identify requirements, configurations and data sharing specifications that will be available as part of the Services offered. No subscription for Services will become effective until the Governmental Entity and the Contractor have signed the Statement of Work and a Purchase Order has been issued.

B. The Governmental Entity may request additional functional requirement specifications, and such additional specifications must be detailed in a Statement of Work signed by Contractor and the Governmental Entity requesting the additional functionality. No request for additional functionality from the Governmental Entity shall become effective until it and the Contractor have signed a Statement of Work and a Purchase Order has been issued.

C. The Governmental Entity agrees that a minimum of five (5) concurrent users is required to activate a subscription.

D. The Services shall be available 24 hours a day, 7 days a week, 365 days a year at a rate of 99.5% uptime. The Contractor will provide the Governmental Entity with no less than two weeks actual notice of any standard maintenance downtime and a detailed release notice. Contractor will, to the best of its ability, provide the Governmental Entity with as much notice as possible for any emergency down-time that may be required.

E. The annual subscription fees include standard service level support. The Governmental Entity has the option, for an additional fee, to elect i) Enhanced; or ii) Premium service level support, which service levels are set forth on Attachment 2 to this Agreement.

F. The Services includes all enhancements and upgrades. The Contractor will give the Governmental Entity no less than two (2) weeks actual notice of upgrades and enhancements, during which time the Governmental Entity will have the opportunity to test and verify the functionality of such upgrades or enhancements. Web-based training sessions and demos shall be made available and are included as part of the Services at no additional charge.

G. The Contractor shall not purge or delete any Governmental Entity Data except upon written authorization from the Governmental Entity. The Services include secure data storage of 0.75 GB per concurrent user per year for the duration of the Contract. Secure data storage requirements in excess of this allocation shall be billed at \$20.00/GB/year.

H. Annual RMS [Platinum] [Gold] Tiered Support Program. In consideration of the State's payment of Annual [Platinum] [Gold] Tiered Support Fees set forth in the Contract, Exhibit D-2, InterAct shall provide the Annual [Platinum] [Gold] Tiered Support Program in accordance with the Annual [Platinum] [Gold] Tiered Support Program set forth in Attachment 3, attached and made a part hereof, subject to the terms and conditions of this Exhibit J. All services set forth in Attachment 3 must be utilized within the

annual term associated with the Annual [Platinum] [Gold] Tiered Support fees paid or they will be forfeited.

I. Online University. In consideration of the State's payment of Annual Online University Subscription Fees set forth in the Contract, Exhibit D-2, InterAct shall provide the Annual Online University program in accordance with the Annual Online University program set forth in Attachment 4, attached and made a part hereof, subject to the terms and conditions of this Exhibit C. All services set forth in Attachment 4 must be utilized within the annual term associated with the Annual Online University Subscription Fees paid or they will be forfeited.

**4. TERM AND RENEWALS.** A subscription to the Services commences on the date a Purchase Order is accepted by the Contractor and the Services are made available to the Governmental Entity for one (1) year, unless otherwise set forth on the Purchase Order. After the initial term, this Agreement will automatically renew for successive one-year renewal terms. The annual fee for each renewal is payable in full prior to the start of the renewal term and is non-refundable except as provided in paragraph 5 C, below. Either party may terminate a subscription by notifying the other party in writing ninety (90) days in advance of the end of the then current term. Any such early termination shall only become effective upon the expiration of the then-current service term. In no event shall any termination relieve the Governmental Entity of the obligation to pay any fees payable to Contractor for the period prior to the date of actual termination of the Services.

**5. PAYMENT FOR SERVICES.**

A. The annual subscription fees, annual [Platinum] [Gold] Tiered Support fees, and annual Online University fees are set forth on Exhibit D-2, and are payable in advance (as allowed by IC 4-13-2-20 (b) (3), (4), and (14)) in full prior to the initiation or annual renewal of Services. The annual subscription fee includes all hosting services, maintenance, support, upgrades and enhancements.

B. The failure of any Other Indiana Governmental Entity to make payment as required by its Purchase Order shall not be deemed a failure or breach by any other Indiana Governmental Entity or by the State. The Contractor shall look solely to the defaulting Indiana Governmental Entity for relief.

C. If the Governmental Entity terminates this Agreement or any pre-paid subscription for cause, the Governmental Entity may deduct or offset the pro-rated pre-paid subscription fees from any other payments due the Contractor.

**6. CONTRACTOR'S WARRANTIES.** The Contractor warrants and represents as follows:

A. Ownership. The Contractor is the owner of the Services or otherwise has the right to enter into this Agreement with the Governmental Entity to use the Services without violating any rights of any third party, and there is no actual or threatened suit by any such third party based on an alleged violation by the Contractor.

B. Business Requirements. The Contractor is aware of the Governmental Entity's requirements and intended uses for the Services. The Contractor warrants that the Services when configured in accordance with the applicable Statement of Work will substantially perform the functions as described therein.

C. Location of Governmental Entity Data within the United States. All of the Governmental Entity Data will be housed within the United States, and all systems administrators associated with this Agreement shall be located within the United States.

D. Security. The Contractor maintains its data security procedures as part of an information privacy, security policy and compliance plan consistent with Ind. Code§ 24-4.9-3-3.5. During the term of this Agreement, the security measures will not be less than those presented to the State. The Governmental Entity and the Contractor shall review these security measures on a regular basis and shall update them to conform to then-current industry standards. The Contractor warrants that the Services will comply with applicable CITS security policies and meet all applicable NIST standards. The Contractor will provide the Governmental Entity, on request, with results of FISMA compliance audits, SAS70 Type II audits, and ISO 27001 and 27002 audits.

E. Access to the Governmental Entity Data. The Contractor will not insert or activate any disabling codes or viruses into the Governmental Entity Data. The Contractor will not allow its employees to access the Governmental Entity Data except to facilitate the Services. The Contractor will perform a background check on its employees, including a review of the individual's criminal history (if any) on any individual it give access to the Governmental Entity Data. The Contractor will not grant access to the Governmental Entity Data if the background check or other information in the Contractor's possession would lead a reasonable person to suspect that the individual has committed identity theft or otherwise misused third party data or that the individual presents a threat to the security of the Governmental Entity Data.

F. Privacy. The Contractor will not share or disclose the Governmental Entity Data unless authorized in writing by the Governmental Entity to do so. The Contractor will not collect or disclose information on the Governmental Entity's individual users. The Contractor shall notify the Governmental Entity prior to disclosing to any third party information contained in its access logs. The Contractor shall notify the Governmental Entity prior to disclosing to any third party information contained in its access logs. The privacy obligations under this paragraph are in addition to the obligations of the Contractor set forth in paragraph 10 below ("Property and Ownership Rights - the Governmental Entity").

G. Protection against Misuse and Notification. The Contractor is aware of, and will comply with, all applicable federal and state laws and regulations regarding access to or use of the Governmental Entity Data. Should the Contractor become aware that any of the Governmental Entity Data was or may have been acquired by an unauthorized person, the Contractor shall immediately notify the Governmental Entity, the Indiana Attorney General's Identity Theft Unit, and appropriate Federal authorities of any suspected misuse or security breach, shall conduct prompt investigations of alleged misuses or security breaches, and shall cooperate fully with the designees of the State or Federal authorities to investigate suspected misuse(s) or security breach(es), and/or to address related issues and concerns. The Contractor shall be responsible for paying the costs of all notices required to be given under federal or state law, including Ind. Code§ 4-1-10 and Ind. Code§ 24-4.9-3 unless the unauthorized disclosure was caused by the Governmental Entity. The remedies and obligations set forth in this subparagraph are in addition to any others the Governmental Entity may have.

## **7. INTELLECTUAL PROPERTY INDEMNIFICATION.**

A. The Contractor shall defend the Governmental Entity from and against any and all third-party claims, demands, suits or causes of action arising from or relating to any alleged or actual infringement by any Services of any third-party intellectual property right (an "Indemnified Claim") and pay the damages and costs finally awarded against the Governmental Entity or agreed upon in settlement in such actions, provided (i) the Governmental Entity notifies the Contractor in writing promptly upon learning that such a claim may be asserted, but in any case not later than ten (10) business days after the Governmental Entity receives notice of such lawsuit; (ii) subject to I.C. § 4-6-2 and I.C. 34-13-3 (the Indiana Tort Claims Act), the Governmental Entity grants the Contractor sole control over the defense of such claim and any negotiation for its settlement or compromise; (iii) the Governmental Entity accepts any remedial actions

reasonably provided by the Contractor under subparagraph b, below; and (iv) the Governmental Entity provides such assistance as the Contractor reasonably requests.

B. In the event of a claim under this paragraph, the Contractor shall have the right to: (i) procure for the Governmental Entity the right to continue using the Services, (ii) replace or modify the Services so it becomes non-infringing, provided the functionality of the Services does not change in any material respect, or (iii) remove all or the infringing part of the Services and refund to the Governmental Entity the fees actually paid by the Governmental Entity for the infringing components of the Services.

**8. THE GOVERNMENTAL ENTITY'S RESPONSIBILITIES.** The Governmental Entity will be responsible for:

A. All activity occurring under its users' accounts;

B. The accuracy, quality, integrity, and legality of the Governmental Entity Data;

C. Risks associated with the Governmental Entity's use of others' data which may be accessed via the Services, the accuracy of which is not the responsibility of Contractor;

D. Abiding by all applicable laws in connection with the Governmental Entity's use of the Services;

E. Notifying the Contractor immediately of any unauthorized use of any password or account or any other known or suspected breach of security

F. Making payments as required under this Agreement;

G. Providing the computer equipment and knowledge sufficient to access the Services.

**9. PROPRIETARY RIGHTS - CONTRACTOR.** All trademarks, service marks, patents, copyrights, trade secrets and other proprietary rights in or related to the Services will remain the exclusive property of the Contractor or its licensors, whether or not specifically recognized or perfected under applicable law. The Governmental Entity will not take any action that jeopardizes the Contractor's proprietary rights. The Governmental Entity acknowledges and agrees that it acquires no rights in the subscription Services except as provided in this Agreement. The Contractor and its licensors, as applicable, will own all rights in any copy of the Services or any derivative work, including any improvements or developments. The Governmental Entity agrees to take, at the Contractor's sole expense, any actions reasonably requested by the Contractor to perfect such rights in the Contractor's or an applicable licensor's name.

**10. PROPERTY AND OWNERSHIP RIGHTS - THE GOVERNMENTAL ENTITY.**

A. The Governmental Entity retains all right, title and interest in and to the Governmental Entity Data, which at all times is the exclusive property of the Governmental Entity. Without the Governmental Entity's prior written consent, the Contractor will not access or use the Governmental Entity Data other than as necessary to provide the Services, and will not give any third party access to the Governmental Entity Data.

B. In the event that the Contractor receives a request, whether by subpoena, court order, or otherwise, from another government agency or any third party to disclose the Governmental Entity Data, the Contractor shall immediately notify the Governmental Entity, and reasonably cooperate with the Governmental Entity in any effort to seek a protective order or otherwise to contest such required disclosure, at the Governmental Entity's expense.

**11. AUDIT.** The Contractor reserves the right to perform an annual audit on the Governmental Entity's use of the Services to determine the actual number of concurrent users accessing the Services per subscription during the term of the previous year. If an annual audit reveals that concurrent usage has been exceeded more than six (6) times per subscription, the Contractor will propose that additional subscriptions be acquired. The Governmental Entity will either purchase additional subscriptions or better manage the use of its existing subscriptions. If excess use is shown on a succeeding year's audit, the Contractor may adjust the annual subscription fee accordingly.

**12. LIMITATION OF LIABILITY.** The Contractor shall not be responsible for any special, indirect, or consequential damages.

**13. TERMINATION FOR CAUSE.** If, pursuant to the payment provisions in Section 5, the State is more than 60-days late, Contractor can change the State's access to "read-only" and if applicable, suspend the RMS [Platinum] [Gold] Tiered Support Program and Online University until such time as the State resolves its outstanding payment due. If State terminates this Agreement while in read-only access, then State must pay full amount of past due subscription fees prior to the return of the data to the State under Section 14.

**14. CONTRACTOR'S OBLIGATIONS UPON EXPIRATION OR TERMINATION.**

A. At the expiration or termination of this Agreement or any subscription, the Contractor shall provide the Governmental Entity with an electronic copy of its incident-related Governmental Entity Data in a mutually agreed-upon industry standard format based on NIEM standards. If the Governmental Entity requests non-standard conversion of the Governmental Entity Data, the Contractor will provide conversion at a price agreed upon by the parties. There is no limit on how long the Governmental Entity has to make the request for extraction of the data; however, the Governmental Entity shall pay then current rates for storage fees of the data to the Contractor. The Contractor shall not purge or erase the Governmental Entity Data until it has provided the Governmental Entity with such electronic copy.

B. After the Governmental Entity has acknowledged acceptance of the Governmental Entity Data in the agreed-upon industry standard format, the Contractor shall destroy or delete the Governmental Entity Data so that no copy of the Governmental Entity Data can be accessed or restored in any way.

**15. RMS [Platinum] [Gold] Tiered Support Program Services.** The RMS [Platinum] [Gold] Tiered Support Program Services set forth in Attachment 3 are subject to the terms and conditions of this Agreement. InterAct shall provide the RMS [Platinum] [Gold] Tiered Support Program in accordance with the RMS [Platinum] [Gold] Tiered Support Program table set forth on Attachment 3.

**16. Online University.** The Online University set forth in Attachment 4 are subject to the terms and conditions of this Agreement. InterAct shall provide the Online University in accordance with the Online University table set forth on Attachment 4.

**17. Miscellaneous Provisions.**

- a. Attachment. Each of the attachments listed below shall be incorporated into and shall for all purposes be deemed a part of this Agreement:

Attachment 1 - Subscription Services

Attachment 2 - InterAct Online RMS Standard Support SLA Attachment 3 - RMS [Platinum] [Gold] Tiered Support Program Attachment 4 - Online University

**ACKNOWLEDGEMENT AND AGREEMENT**

The party signing below represents and warrants that: (i) he/she is an authorized representative of the Governmental Entity identified below; (ii) he/she is ordering off the QPA on behalf of the Governmental Entity and that such purchase has been duly authorized by the Governmental Entity; (iii) he/she has read the terms and conditions of this Agreement, the Contract and the QPA and is authorized to agree to such terms and conditions on behalf of the Governmental Entity; and (iv) the Governmental Entity shall be liable to InterAct for all obligations of such Governmental Entity related to its exercise of its purchase rights under this Agreement, the Contract and the QPA, including the obligations to make timely payments to InterAct.

Accepted and Agreed to:

Tippecanoe County Sheriff's Office  
(the "Governmental Entity")

BY: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Attachment 1**

### **Subscription Services**

Per InterAct Quotation/Order Form No: Q-01295-2 (RMS Software and Services only), dated August 31, 2020 and Statement of Work signed contemporaneously with this Agreement.

**Attachment 2**

**InterAct Online RMS Standard Support SLA**

<b>Severity</b>	<b>Severity Description</b>	<b>Standard Support</b>	<b>Enhanced Support</b>	<b>Premium Support</b>
Priority 1 - Critical	<ul style="list-style-type: none"> <li>▪ The problem critically impacts the Client's ability to do business (mission critical usability problems)</li> <li>▪ The system is down/inaccessible</li> <li>▪ Results in corruption or loss of data</li> <li>▪ No known workaround or solution to the problem at the time the call is logged</li> </ul>	Same business day as report received	<b>30 minute response</b> business hour response via Phone Submission	<b>30 minute response</b> via Phone Submission
Priority 2 - Major	<ul style="list-style-type: none"> <li>▪ Prevents the use of an explicitly documented major function of the software</li> <li>▪ A significant number of users are unable to use the system.</li> <li>▪ EXISTING User logon issues</li> <li>▪ No known workaround or solution to the problem at the time the call is logged</li> </ul>	Same business day as report received	<b>2 hour response</b> business hour response via Phone Submission	<b>2 hour response</b> via Phone Submission
Priority 3 – Medium	<ul style="list-style-type: none"> <li>▪ It does not meet the criteria of a priority 1 or priority 2</li> <li>▪ Product does not work as explicitly documented</li> <li>▪ Non-mission critical usability issues (e.g. printing)</li> </ul>	8 business hour response	8 business hour response	8 business hour response
Priority 4 – Minor	<ul style="list-style-type: none"> <li>▪ It does not meet the criteria of previous priorities</li> <li>▪ The problem is minor and negligibly impacts the Customer's ability to do business. Routine priorities also include questions and/or general consultation.</li> <li>▪ Documentation errors</li> <li>▪ New user set-up</li> <li>▪ New instance/schema set-up</li> <li>▪ Data load (example: Citation codes)</li> <li>▪ Installation Issues/Access set-up (new user, new machine, new method)</li> </ul>	5 business day response	5 business day response	5 business day response

*Business Hours are Monday through Friday from 8:00am to 6:00pm EST except posted holidays.*



**CALIBER**  
Public Safety

**Attachment 3**  
**RMS**  
**[Platinum] [Gold]**  
**Tiered Support**

2429 Military Road, Suite 300 | Niagara Falls | NY | 14304

Phone: 716.297.8005 | Fax: 716.297.4499 | [www.caliberpublicsafety.com](http://www.caliberpublicsafety.com)

All Product Services Package	GOLD	PLATINUM
Caliber Online University annual passes	8	16
Limited Training Assistance – assist with configuration & organizational changes (virtual)	✓	✓
Two admissions to 2018 Customer Conference Event <ul style="list-style-type: none"> <li>Platinum/Gold customer name-tag</li> <li>Platinum/Gold client appreciation reception</li> </ul>	✓	✓
Quarterly virtual meetings with client <ul style="list-style-type: none"> <li>Customer Status &amp; Health Review</li> <li>Current Status of Agency &amp; Needs</li> <li>Product &amp; Ticket Satisfaction Reviews</li> </ul>	✓	✓
Bi-Annual onsite meeting with client <ul style="list-style-type: none"> <li>May include product management, technician or executive staff</li> <li>Will also include health checks</li> </ul>		✓
Up to 16 hours of Technical Services for minimal IT related needs to be performed remotely – (e.g. Caliber Software reload on new hardware)		✓
RMS	GOLD	PLATINUM
<b>Security Consultation – Annual Consultation Work per hour</b> <ul style="list-style-type: none"> <li>Additional consultation hours can be purchased as a professional service.</li> <li>Security consultation includes but is not limited to CJIS audit questions, hosting security questions, or security audits. (RMS)</li> </ul>	4	8
<b>RMS Upload attachment storage size increase in MB; (vs. the standard 10 MB).</b> <ul style="list-style-type: none"> <li>The file type limitation will remain in place. E.G. No audio or video files (RMS)</li> </ul>	20 MB	30 MB
Report Consultation – Up to 8 hours of Custom report development annually (RMS)	✓	✓
Specialized Agency NIBRS Clerk training on how to validate and generate a NIBRS compliant submission file from the Online RMS (Online Training – 2 - 4 hours) (RMS)	✓	✓
Technical configuration assistance to validate Online RMS Offense codes and NIBRS code tables (Online review 4 – 8 hours). (RMS)	✓	✓

- Customer's procurement of a Gold or Platinum Tiered Support Program for multiple products, i.e. CAD/Mobile and RMS, entitles Customer to one (1) "All Product's Services Package".
- Quotes can be provided for on-site assessments and assistance.
- All Travel for on-site visits are billed to client
- All Services included in the package must be utilized within the term of the tiered support subscription or they will be forfeited.
- Customer will receive Platinum/Gold Plaque

## **Attachment 4**

### **Online University**

**Online University Annual Subscription (8 sessions, 2 attendees per Subscription)**

**Online University Annual Subscription (14 sessions, 2 attendees per Subscription)**

Sessions will be available in a virtual environment and are limited to the number of staff specified per session and only for the confirmed subscriber. No refunds allowed. If a pre-paid session is cancelled within fifteen (15) days prior to session start date, a future occurrence credit will be issued for the same course or of equal or lesser value. There will be no refunds or credits issued for incomplete sessions. Network connectivity and system compatibility to participate in the virtual session is the responsibility of the subscriber.

**TIPPECANOE COUNTY, INDIANA  
ADDITIONAL TERMS AND CONDITIONS**

The attached and forgoing agreement between **The Board of Commissioners of Tippecanoe County** (County) and **Colossus, Incorporated** (Contractor) is amended to incorporate by reference the following terms and conditions. Any provisions in the attached agreement which may be inconsistent with the following provisions shall be ineffective to the extent of any such inconsistency.

**Funding for a Multi-year Agreement** - In the event that the County is not able to obtain funding, after affirmatively requesting such funding, for the provision of the goods and or services to be provided in accordance with this Agreement, County may terminate this Agreement on thirty (30) days written notice to Contractor . In such event, County agrees that it shall reimburse Contractor for all expenses incurred under this Agreement before written notice of termination is received. Such charges, however, shall not exceed the total purchase price under this Agreement. Contractor and County understand that the funding for a multi-year agreement is done on a year-to-year basis, and this provision applies annually.

**E-Verify Employment Eligibility Verification** - In accordance with IC 22-5-1.7, if Contractor has any employees or subcontractors, and the E-Verify program as defined in IC 22-5-1.7-3 is in existence, **Contractor** shall enroll in and verify the work eligibility status for all of Contractor 's newly hired employees through the E-Verify program. Contractor shall not knowingly employ or contract with an unauthorized alien, nor shall Contractor retain an employee or contract with a person that **Contractor** subsequently learns is an unauthorized alien.

Contractor shall:

1. Sign and deliver to County a sworn affidavit that affirms that Contractor has enrolled and is participating in the E-Verify program;
2. Provide documentation to County substantiating that Contractor has enrolled and is participating in the E-Verify program; and
3. Sign and deliver to County an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

Contractor shall require all subcontractors, who perform work under this contract, to certify to Contractor in a manner consistent with federal law that the subcontractor, at the time of certification, does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of each subcontract.

County may terminate the contract immediately if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified thereof by County or another state agency or political subdivision. In accordance with IC 22-5-1.7, any challenge by Contractor to a termination pursuant to this provision must be made in Tippecanoe County Superior or Circuit Court not later than twenty (20) days after Contractor receives notice of such termination.

**Contract Reporting Requirements** - Contractor understands and acknowledges that the County

is a "public agency" within the meaning of Indiana's Access to Public Records Act and, as such, the agreement or other contract between the parties may be subject to disclosure as a public record under IC 5-14-3. Contractor further understands and acknowledges that, under IC 5-14- 3.8-3.5, if the amount to be paid during a calendar year by the County under the contract exceeds fifty-thousand dollars (\$50,000), the County will be required to scan and upload the digital image of the contract to the "Indiana transparency Internet web site."

**Anti-Nepotism Requirements** - Contractor hereby certifies either: a) Contractor is not a relative of an elected official (as defined by IC 36-1-21) of Tippecanoe County and is not a business that is wholly or partially owned by a relative of an elected official of Tippecanoe County; or b) the requirements set forth in IC 36-1-21-5(b) have been satisfied.

**Billing:** For amounts specified in Exhibit B to the agreement entered into between the County, City of West Lafayette and Purdue University attributable to services or software provided to Purdue or to the City of West Lafayette, Contractor agrees to invoice Purdue or West Lafayette directly and agrees to notify the County promptly in the event of nonpayment. For clarification, the software and services purchased hereunder are purchased by and licensed to the County. Contractor agrees that County is authorized to allow the City of West Lafayette and Purdue University to have copies of and use the software and services in accordance with the terms of the State of Indiana Professional Services Contract EDS# H28-10-1, although the licenses and, as between the County and Contractor, ultimate payment responsibilities remain with the County.

**Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) the State of Indiana Professional Services Contract EDS# H 28-10-1, as amended from time to time, including each Schedule signed by Tippecanoe County as required for the purchase of the Licensed Software, Online Record Management Services, implementation services and annual Software Maintenance set forth on Quotation/Order Form #Q01295-2 dated August 31, 2020; (2) this Additional Terms and Conditions; (3) attachments prepared by the Contractor, including but not limited to, the Statement of Work and Quotation/Order Form #Q01295-2 dated August 31, 2020. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

ACCEPTED:  
TIPPECANOE COUNTY

ACCEPTED:  
COLOSSUS, INCORPORATED

20 N. 3rd St.  
Lafayette, IN 47901

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT B**

Notes: Amounts due in Years 3-8 will be invoiced by Colossus on January 1 of the year.

Tippecanoe County E911 amounts will be paid out of funds made available through the Statewide 911 Fund.

Tippecanoe County will be responsible for Sheriff JMS, Sheriff RMS, and Prosecutor's Office.

West Lafayette will be responsible for West Lafayette Police Department

Purdue University will be responsible for Purdue Police Department

**BASE QUOTE WITH E911 FIRST FUNDS IN - OTHERS DELAYED ONE YEAR TO 2022**

Lafayette PD - CAD is NOT Included

Agencies	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Term Total
	2020	2021	2022	2023	2024	2025	2026	2027	
Tippecanoe County E911	1,532,660		81,457	81,457	81,457	81,457	81,457	81,457	2,021,402
Tippecanoe County Sheriff - JMS			57,626	57,626	57,626	57,626	57,626	57,626	345,756
Tippecanoe County Sheriff - RMS			81,052	81,052	81,052	81,052	81,052	81,052	486,312
Tippecanoe County Prosecutor's Office			6,117	6,117	6,117	6,117	6,117	6,117	36,702
<del>Lafayette Police Department</del>									
West Lafayette Police Department			35,173	35,173	35,173	35,173	35,173	35,173	211,038
Purdue University Police Department			30,586	30,586	30,586	30,586	30,586	30,586	183,516
<b>Annual Payment</b>	<b>1,532,660</b>	<b>-</b>	<b>292,011</b>	<b>292,011</b>	<b>292,011</b>	<b>292,011</b>	<b>292,011</b>	<b>292,011</b>	<b>3,284,726</b>

**2,408,693**

<b>Total Project Breakdown</b>				
	<u>CAD</u>	<u>RMS</u>	<u>JMS</u>	<u>Total</u>
Tippe CO	\$ 2,021,404	\$ 351,643	\$ 345,757	\$ 2,373,047
West Lafayette		\$ 274,721		\$ 274,721
Purdue		\$ 247,249		\$ 247,249
Lafayette		N/A		\$ -
Prosecutor		\$ 43,955		\$ 43,955
	\$ 2,021,404	\$ 917,568	\$ 345,757	\$ 3,284,729
<b>8 Yr Avg</b>	\$ 252,675	\$ 114,696	\$ 43,220	\$ 410,591

<b>Total Project - Annual Ammortization Breakdown</b>					
	<u>CAD</u>	<u>RMS</u>	<u>JMS</u>	<u>Payment</u>	<u>Balance</u>
	\$ 2,021,404	\$ 917,568	\$ 345,757	\$ 3,284,729	\$ 3,284,729
<b>Year 1</b>	\$ (1,532,660)			\$ (1,532,660)	\$ 1,752,069
<b>Year 2</b>	\$ -	\$ -	\$ -	\$ -	\$ 1,752,069
<b>Year 3</b>	\$ (81,457)	\$ (152,929)	\$ (57,626)	\$ (292,012)	\$ 1,460,057
<b>Year 4</b>	\$ (81,457)	\$ (152,929)	\$ (57,626)	\$ (292,012)	\$ 1,168,045
<b>Year 5</b>	\$ (81,457)	\$ (152,929)	\$ (57,626)	\$ (292,012)	\$ 876,033
<b>Year 6</b>	\$ (81,457)	\$ (152,929)	\$ (57,626)	\$ (292,012)	\$ 584,021
<b>Year 7</b>	\$ (81,457)	\$ (152,929)	\$ (57,626)	\$ (292,012)	\$ 292,009
<b>Year 8</b>	\$ (81,459)	\$ (152,925)	\$ (57,625)	\$ (292,009)	\$ 0
	(\$0)	\$0	(\$0)	\$ (3,284,729)	

<b>RMS Annual Payment Breakdown</b>					
	<u>TIPPE CO</u>	<u>W Lafayette</u>	<u>Purdue</u>	<u>Prosecutor</u>	<u>Total RMS</u>
	53%	23%	20%	4%	100%
<b>Year 1</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Year 2</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Year 3</b>	\$ 81,052	\$ 35,173	\$ 30,586	\$ 6,117	\$ 152,928
<b>Year 4</b>	\$ 81,052	\$ 35,173	\$ 30,586	\$ 6,117	\$ 152,928
<b>Year 5</b>	\$ 81,052	\$ 35,173	\$ 30,586	\$ 6,117	\$ 152,928
<b>Year 6</b>	\$ 81,052	\$ 35,173	\$ 30,586	\$ 6,117	\$ 152,928
<b>Year 7</b>	\$ 81,052	\$ 35,173	\$ 30,586	\$ 6,117	\$ 152,928
<b>Year 8</b>	\$ 81,052	\$ 35,173	\$ 30,586	\$ 6,117	\$ 152,928
<b>Total Term</b>	\$ 486,311	\$ 211,041	\$ 183,514	\$ 36,703	\$ 917,568