

**Requisition**  
**SHERIFF'S LAW ENFORMENT FACILITY**

Req # 00185358

PO #

Date: 11/18/10

*Regular  
 #24053  
 11/23/10*

Bill To: x  
 x

Vendor: 385026  
 SPILLMAN TECHNOLOGIES, INC.  
 4625 W. LAKE PARK BLVD.  
 SALT LAKE CITY UT 84120  
 FAX (801)902-1210

Ship To: SHERIFF'S LAW ENFORMENT FACILITY  
 711 EL CIBOLO RD.  
 EDINBURG TX 78539

Contact: T. CONTRERAS  
 956-393-6024

Contract No: DIR-SDD-1623

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CONTRACT DIR-SDD-1623 DO NOT DUPLICATE ORDER		
1.00	EACH	NEW SOFTWARE (RECORDS MANAGEMENT SYSTEM)	93,765.00	93,765.00
1.00	EACH	SERVICES ( EQUIPMENT MAINTENANCE/MGMT/PERSONNEL AND TRAINING)	28,325.00	28,325.00
		Account No _____	Encumbrance	
		0-1100-421-00-280-001-0-320	28,325.00	
		0-1100-421-00-280-001-0-747	93,765.00	
			Freight	.00
			Total	122,090.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

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

24053  
Agenda

Reg # 185358



Reliable Innovation

4625 West Lake Park Blvd.  
Salt Lake City, UT 84120  
(801) 902-1200  
fax (801) 902-1210

**SALES QUOTE / PURCHASE AGREEMENT**

Hidalgo County Sheriff  
711 El Cibolo Road  
Edinburg, Texas 78542

Contact: Chief Anacleto Martinez

Phone: 956-383-8114  
Agreement Preparation Date: 10/28/2010  
Expiration Date: 12/31/2010  
Operating System Server: Windows  
Quote Number: 2010-0344  
Salesman: Scot Woodbury  
DIR Contract Number: DIR-SDD-1623

This Sales Quote / Purchase Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by and between the Customer and Spillman Technologies, Inc. ("Spillman"), 4625 West Lake Park Blvd., Salt Lake City, UT 84120.

**Section 1: Quote Summary**

Spillman Records Management System (RMS)	\$	93,765
Spillman Computer Aided Dispatch (CAD), Mobile and Investigations	\$	455,342
Spillman Jail Management System (JMS) and Commissary Management	\$	158,428
Professional Services	\$	121,279

11003/21002800010747

**Total Purchase Price \$ 828,814**

**Approved and Accepted by:**

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

Signature of Authorized Representative  
Ramon Garcia County Judge  
Print Name of Authorized Representative

Title of Authorized Representative  
11/23/10  
Date

Section 2: Spillman Software

Records Management System (RMS)	MSRP	DIR Discount	Price
<b>Records Management System</b>	\$ 92,022	29.50%	\$ 64,876
Law Records			
Traffic Information			
TX UCR			
Pawned Property			
Vehicle Impound			
Fleet Management			
Inventory Management			
Pin Mapping			
<b>Civil Process</b>	\$ 18,837	29.50%	\$ 13,280
<b>Equipment Maintenance/Management</b>	\$ 7,896	29.50%	\$ 5,567
<b>Personnel and Training</b>	\$ 14,245	29.50%	\$ 10,043

**Spillman Software Total: \$ 93,765**

Computer Aided Dispatch (CAD), Mobile and Investigations	MSRP	DIR Discount	Price
<b>Computer Aided Dispatch (CAD)</b>	\$ 51,269	29.50%	\$ 36,145
<b>CAD Mapping</b>	\$ 32,571	29.50%	\$ 22,963
<b>911 Interface</b>	\$ 11,879	29.50%	\$ 8,375
<b>Mobile Server</b>	\$ 30,000	24.50%	\$ 22,650
<b>Mobile Software (50 licenses purchase / 50 licenses free)</b>	\$ 75,000	24.50%	\$ 56,625
Mobile RMS Queries			
Mobile TLETS/TCIC Queries			
Mobile Messenger			
Mobile AVL, Mapping and Quickest Route			
Mobile Voiceless CAD			
<b>Automated Field Reporting (50 licenses purchase / 50 licenses free)</b>	\$ 71,100	24.50%	\$ 53,681
Mobile Law Offense/Incident Form			
Field Interview Form - Law			
Electronic Citation Form			
Driver License Scanning Interface and Hardware			
Spillman Touch™ (Smartphone App)			
<b>HUB (System Core)</b>	\$ 128,226	24.50%	\$ 96,811
Spillman Reporting			
Warrants			
Centralized Master Tables (Name, Property, Vehicle)			
Integrated Involvements			
Training Database			
Message Center			
Geo-Base			
Racial Demographics			
Workflow Management			
Dissemination			
Sex Offender			
Gangs			
Arrests			
Integrated Line-ups			
Internal Affairs			
XML Query Server			
Open Database (ODBC) and Global Justice XML Data Model			
Database Licensing			
Photo Imaging			
File Attachments			
<b>Statelink - TLETS/TCIC Interface</b>	\$ 28,210	29.50%	\$ 19,888
<b>Evidence Management / Bar Coding</b>	\$ 7,896	29.50%	\$ 5,567
<b>Compstat Dashboard</b>	\$ 33,000	29.50%	\$ 23,265
Compstat Dashboard			
Main Dashboard			
Crime Dashboard			
Quality of Life Dashboard			
Traffic & Accidents Dashboard			
Compstat Dashboard Mapping			

**Spillman Software Total: \$ 455,342**

Jail Management Software (JMS)	MSRP	DIR Discount	Price
Jail Management	\$ 164,836	29.50%	\$ 116,209
Commissary Management	\$ 59,885	29.50%	\$ 42,219
Livescan AFIS Interface	\$ 73,543	29.50%	no charge

**Spillman Software Total: \$ 158,428**

**Section 3: Spillman Professional Services**

Phase 1 Services (Records Management System)	MSRP	DIR Discount	Price
Project Management	\$ 6,502	19.50%	\$ 5,234
Installation Services	\$ 10,796	19.50%	\$ 8,691
Training Services	\$ 17,888	19.50%	\$ 14,400
<b>Total Phase 1</b>			<b>\$ 28,325</b>
Phase 2 Services (Computer Aided Dispatch, Mobile & Investigations)	MSRP	DIR Discount	Price
Project Management	\$ 7,606	19.50%	\$ 6,123
Installation Services	\$ 11,793	19.50%	\$ 9,493
Training Services	\$ 38,291	19.50%	\$ 30,824
<b>Total Phase 2</b>			<b>\$ 46,440</b>
Phase 3 Services (Jail Management Software)	MSRP	DIR Discount	Price
Project Management	\$ 7,619	19.50%	\$ 6,133
Installation Services	\$ 11,810	19.50%	\$ 9,507
Training Services	\$ 38,353	19.50%	\$ 30,874
<b>Total Phase 3</b>			<b>\$ 46,514</b>
<b>Spillman Professional Services Included</b>			
<b>Installation and Implementation Management</b>			
<ul style="list-style-type: none"> <li>-Pre Implementation Meeting</li> <li>-Hardware Installation and Testing</li> <li>-Software Installation and Testing</li> <li>-Custom Programming</li> <li>-Interface Installation and Testing</li> <li>-Pre Implementation Meeting</li> <li>-Dedicated project manager from contract signing through implementation, go-live.</li> </ul>			
<b>Training</b>			
<ul style="list-style-type: none"> <li>-Assistance in data entry standards and code tables</li> <li>-Administrative assistance and system configuration assistance</li> <li>-Onsite Gobies (Mapping) Training</li> <li>-On Site Project Team Training</li> <li>-On-Site End User Training (up to 16 attendees per class)</li> <li>-On-Site Go-Live Assistance (4 weeks total)</li> <li>-1 week of on-site SAA training &amp; testing 3-6 months after go-live</li> </ul>			

**Services Total: \$ 121,279**

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**TOTAL PURCHASE PRICE: \$ 828,814**

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**Section 4: Maintenance**

Second-year support and maintenance begins 15 months after go-live.

Estimated Second Year Maintenance		\$ 136,640
1 week on-site refresher training each year		included
Upgrades and Enhancements		included
Unlimited Access to Standard Business Hour Support		included
My Spillman Customer Web portal		included
\$1,500 Users Conference Credit		included

**Section 5: Payment Terms**

Below are outlined the payment terms for the Spillman Public Safety Software System. The Invoice Numbers, Dates and Cost are based on previously discussed monetary allocations as well as desired purchase timeline. These may be changed in the interest of both parties, subject further discussions between Hidalgo County and Spillman Technologies.

Invoice Number / Purchase Order	Estimated Delivery Date	Product Name	Items Included (See Section 2 "Spillman Software" for more detail)	Item	Total Cost
1	12/15/2010	Records Management System (RMS)	Records Management	Software	\$ 93,765
			Civil Process	Services	\$ 28,325
			Equipment Maintenance/Mgmt Personnel and Training	Total	\$ 122,090
2	1/15/2011	Computer Aided Dispatch (CAD), Mobile & Investigations	CAD	Software	\$ 455,342
			CAD Mapping		
			911 Interface	Services	\$ 46,440
			Mobile Server		
			Mobile Software	Total	\$ 501,782
Automated Field Reporting HUB (System Core) Statelink - TLETS/TCIC Evidence Management Compstat Dashboard					
3	Go-Live 7/1/2011	Jail Management Software	Jail Management	Software	\$ 158,428
			Commissary Management	Services	46,514
			Livescan AFIS Interface	Total	204,942
<b>Total Purchase Cost</b>					<b>\$ 828,814</b>

## Section 6: Agreement Terms

1. This Agreement only covers the products and services listed herein.
2. Customer agrees to pay all invoices within thirty (30) days of invoice date.
3. Customer agrees to pay Spillman the Agreement Purchase Price according to the payment terms stated in Section 6. The Agreement Purchase Price is valid only through the expiration date indicated and only if all listed products and services are purchased as a complete package.
4. Customer is solely responsible for the payment of any and all taxes resulting from the acceptance of this Agreement and purchase of the products and services described herein.
5. When signed by an authorized Customer representative this Agreement serves as the Purchase Agreement between Customer and Spillman.
6. This Agreement is subject to all terms and conditions in the corresponding, valid Computer Software End-User License Agreement (the "License Agreement") and the related Maintenance Agreement between Customer and Spillman.
7. Any of the following events shall constitute a "default" under this Agreement:
  - a. Customer's failure to pay Spillman any charges, costs, or other payment accruing herein, if such failure has not been corrected within ten (10) calendar days after Spillman has given Customer written notice of such failure; or
  - b. Customer's failure to perform any other obligation set forth in this Agreement, including any act of repudiation or wrongful rejection of the product, if such failure has not been corrected within thirty (30) days after Spillman has given Customer written notice of such failure.
  - c. Spillman's failure to perform any obligations set forth in this Agreement, if such failure has not been corrected within thirty (30) days after Customer has given Spillman written notice of such failure.
8. Upon occurrence of a default, the non-defaulting party may:
  - a. Terminate this Agreement and invoke all rights the party possesses up to termination, including, in Spillman's case, repossession of the Product, and
  - b. If Customer remains liable for any monetary obligations created under this Agreement, Spillman may accelerate and declare all obligations of Customer created under this Agreement to be immediately due and payable by Customer as a liquidated sum and proceed against Customer in any lawful way for satisfaction of such sum; and
  - c. In addition to the forgoing, seek any other remedies that may be available at law or in equity.
9. Customer acknowledges that the monetary obligations of the Customer to Spillman under this Agreement constitute a commercial account. Customer shall pay, in addition to all other amounts owed to Spillman, interest calculated at one-and-one-half percent (1.5%) per month on all amounts that have not been paid to Spillman pursuant to the terms of this Agreement, or the highest rate permitted by law, whichever is less. Customer shall also be liable for all costs of collection, including reasonable attorney's fees whether or not a suit is instituted. Any delay or failure of either party in exercising any right hereunder, or any partial exercise thereof, shall not be deemed to constitute a waiver of any right granted hereunder or at law.
10. This Agreement constitutes the entire Purchase Agreement between the parties, with respect to the products and services listed herein, and no amendment to this Agreement shall be binding on either party unless such amendment is in writing and executed by authorized representatives of both parties. The parties understand that the License Agreement and the Support Agreement shall be considered with this Agreement as an integrated Agreement and is the complete and exclusive statement of the parties obligations and responsibilities, with respect to the products and services listed herein and therein, except as otherwise provided by law.

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

SPILLMAN®

COMPUTER SOFTWARE END-USER

SUPPORT AGREEMENT

11/1/2007

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WHEREAS, Spillman and Customer entered into that certain DIR Contract No. DIR-SDD-1623 and Computer Software End-User License Agreement (the "License Agreement") under which Customer obtained a non-exclusive, nontransferable license to use certain computer software in object code form and related user documentation (the "Licensed Program", as further defined below) on certain terms and conditions;

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

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

Section 1: Definitions

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

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

This Support Agreement ("Agreement") is made and entered into

by and between:

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

and

Hidalgo County Sheriff
711 El Cibolo Road
Edinburg, Texas 78542

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



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- 1.5 **Licensed Program.** One or more of the computer software components and/or software interfaces developed by Spillman, as identified in one or more Sales Quote/Purchase Agreements between the parties (the "Purchase Agreement"), and which is licensed to Customer pursuant to the License Agreement. The Licensed Program specifically excludes computer software not developed by Spillman, but that might be used in conjunction with the Spillman software; such as, word processors, spreadsheets, terminal emulators, etc. The Licensed Program includes certain "Utilities", as that term is defined in Section 7.1 of the License Agreement.
- 1.6 **Releases.** New versions of the Licensed Program, including all Error Corrections and Enhancements.
- 1.7 **Response Time.** Within six (6) Coverage Hours, from the time Customer first notifies Spillman of an Error until Spillman initiates work toward development of an Error Correction.
- 1.8 **Spillman Application Administrator.** An agent of Customer who has been certified on the Licensed Program by Spillman, pursuant to the procedures set forth in Section 6, and is able to communicate effectively with Spillman support personnel in the description and resolution of problems associated with the Licensed Program.
- 1.9 **Term.** An initial period of fifteen (15) months, commencing on the date this Agreement is signed. Thereafter, the Term may be extended upon 30 day advance written notice and Customer agreement for successive periods of one year each, unless and until terminated pursuant to Section 10 B of Appendix A of DIR Contract No. DIR-SDD-1623. In no event, however, shall the Term extend beyond the term of the License Agreement.

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## Section 2: Eligibility For Support

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

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## Section 3: Scope of Services

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

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

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## Section 4: Services Not Covered by this Agreement

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

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

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## Section 5: Obligations of Customer

- 5.1 Customers using the Spillman product must maintain and provide, at no cost to Spillman, access to a dedicated voice grade local telephone line, broadband internet connectivity for VPN connection purposes and a Cisco 1811 integrated services router and data set connected directly to customer's network, with full access to the server (24 hours per day, 7 days per week) that is used with the Licensed Program.

- 5.2 Customers must provide and maintain, at no cost to Spillman, a modem and data set connected directly to the server (the modem cannot be connected to a network) 24 hours per day, 7 days per week, used with the Licensed Program being maintained by Spillman hereunder and provide access to a dedicated voice grade local telephone.
- 5.3 A representative of Customer's IT department must be present when any on-site support is provided. Customer agrees that if such representative is not present when the Spillman representative arrives on site, the Spillman representative shall notify an appropriate representative of Customer, if feasible, that there is no Customer IT representative present. If Customer's IT representative does not arrive within a reasonable time, no work will be performed and Customer will be charged for all expenses incurred and relating to the visit.
- 5.4 All communications between Customer and Spillman must be in the English language.
- 5.5 Customer is responsible for providing one or more qualified Spillman Application Administrators as described in Section 6. At least one Spillman Application Administrator must be available at all times (however, after-hours availability is required only when and if Customer is requesting after-hours support from Spillman).
- 5.6 Customer is responsible for providing all network and server security.
- 5.7 Customer must provide Spillman with information sufficient for Spillman to duplicate the circumstances under which an Error in the Licensed Program became apparent.

## Section 6: Spillman Application Administrator Requirements

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

compliance with the State of Texas Travel Regulations.

- 6.3 Contact information for the Spillman Application Administrators must be recorded in Appendix A of this Agreement. Appendix A must be signed by an authorized representative of Customer. Changes to the information recorded in Appendix A will require that a new Appendix A be completed, signed and filed with Spillman.
- 6.4 Requests for support services received by anyone other than a Spillman Application Administrator as identified in the current Appendix A on file with Spillman, will be refused.
- 6.5 Each designated Spillman Application Administrator must be qualified to address, or have other support resources to address, without the aid of Spillman, all problems relating to hardware, software or operating system not directly associated with the Licensed Program.

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### Section 7: Fees and Charges

- 7.1 Pricing shall be in accordance with Section 4B of DIR Contract No. DIR-SDD-1623. Customer shall pay Spillman the Support Fee, as set forth in the Purchase Agreement, and any other charges or fees described herein. Spillman reserves the right to change its Support Fee, effective upon no less than 90 days prior written notice to Customer. Second-year level support fees, as referenced in the Purchase Agreement between Spillman and Customer, are charged beginning 15 months after the execution of the Purchase Agreement, regardless of date on which Customer's actual use of the Licensed Program began, except to the extent any delay in such use is due to the fault of Spillman. Additionally, adjustments to Support Fees may result from changes in (1) software prices, (2) number of software modules used, (3) an increase in Customer's size (as further described in Section 7.6) , (4) computer hardware, (5) Coverage Hours selected by Customer, or (6) violation of the restrictions set forth in Section 4.4 of this Agreement.
- 7.2 Spillman shall invoice Customer for annual Support Fees at the beginning of each contract year. In the event that additional billable work is performed, all billable charges and expenses will be invoiced to Customer at the beginning of the month following the month in which they accrued or were incurred. Payment shall be in accordance with Section 7C of Appendix A, DIR Contract No. DIR-SDD-1623.
- 7.3 Customer shall be responsible for and agrees to pay the fees and charges incurred for procuring, installing, and maintaining all equipment, telephone lines, modems, communications interfaces, networks and other products necessary to operate the Licensed Software.
- 7.4 Customer agrees to pay additional charges according to the Spillman Fee Schedule for all work required by Customer and performed outside of Coverage Hours. These charges are applicable for any work performed outside of the Coverage Hours, REGARDLESS OF THE CAUSE, even if the requested work was reported and/or initiated during normal Coverage Hours.

- 7.5 Should Customer request onsite support services, Customer shall reimburse Spillman for all labor and travel incurred by Spillman in providing such support services. Travel reimbursement shall be in accordance with Section 4G of DIR Contract No. DIR-SDD-1623.
- 7.6 Additional Support Fees are also due if there is a significant increase in Customer's size with respect to use of the Licensed Program. An increase in size may arise either out of Customer's internal growth or out of a Host Agency/Shared Agency arrangement as described in Section 2.5 and Attachment A of the License Agreement. Relevant factors include number of employees, number of dispatchers and/or number of jail beds. Payment of such additional Support Fees shall be in accordance with Section 7C of Appendix A, DIR Contract No. DIR-SDD-1623. Such fees will be prorated, based upon when during the contract year the increase in Customer's size occurred.

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### Section 8: Proprietary Rights

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

### Section 9: Disclaimer of Warranty & Limitation of Liability

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