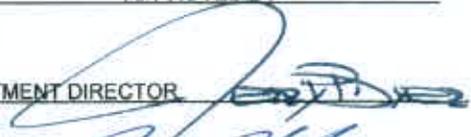


AGENDA ITEM NO. 1B
COUNCIL MEETING 5/20/10

APPROVED BY

DEPARTMENT DIRECTOR 

CITY MANAGER 

May 20, 2010

FROM: JERRY P. DYER, Chief of Police
Police Department

Presented to City Council

Date 5/20/10

Disposition Ad. 2010-95

BY: CONRAD A. NERDAHL, Information Services Manager
Police Information Services Bureau

SUBJECT: A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO, CALIFORNIA, AUTHORIZING THE PURCHASE OF COPLINK SOLUTION SUITE SYSTEM IN THE AMOUNT OF \$225,737.65 FROM KNOWLEDGE COMPUTING CORPORATION WITHOUT ADVERTISED COMPETITIVE BIDDING

RECOMMENDATIONS

It is recommended that the City Council approve the expenditure of \$225,737.65 toward Knowledge Computing Corporation for the acquisition of the CopLink data interoperability and analysis system.

EXECUTIVE SUMMARY

Council approval is being sought to approve a \$225,737.65 expenditure toward Knowledge Computing Corporation for their CrimeLink program. These funds are the most significant final component expenditures using the grant award of \$1,028,775 from the U.S. Department of Justice, the Bureau of Justice for Edward Byrne grant program and the Fresno-Madera Regional CrimeLink project; where, the appropriations should be made out of the FY 2010 budget. Council authorization is needed to approve this expenditure so that the Police Department can recapture the federal funding of this grant by June 30, 2010.

BACKGROUND

For the purpose of mitigating violent crime, the City of Fresno Police Department (FPD) has an exigent need to combine its regional data-sharing abilities across the State of California to track in real-time, the incidents across multi-agency boundaries ("Project"). To accomplish this, the FPD joined with other regional law enforcement agencies (i.e., Fresno County Sheriff, City of Clovis Police Department, and City of Madera Police Department) for the implementation of the Fresno-Madera CRIMELINK system for the tracking and projection of violent crime in the Fresno-Madera metropolitan region. This system and project is supported by a grant from the United States Bureau of Justice Assistance.

The final component required a system that met the established standard for interagency data sharing adopted by the Department of Homeland Security (DHS) and the Department of Justice (DOJ) for the State of California and statewide connectivity. To accomplish this ability to gain access to the greatest set of data in California and nationwide with a turnkey system, the identified solution has been a software suite of components that will integrate and provide for National Data Exchange (NDEX) interface capabilities. This software suite was identified through research as the CopLink Solution Suite system. This system has been adopted by the California Department of Homeland Security (DHS) as supported by the California Department of Justice (Cal-

Report to City Council
CopLink Solution System Purchase Resolution
May 20, 2010
Page 2

DOJ) as the interoperability gateway for data sharing across the state; where, the DHS has already secured licenses for all law enforcement agencies in California.

After investigation by the Information Services Bureau of the Fresno Police Department and review by the Purchasing Manager, it has been determined that only the CopLink Solution Suite system meets all such requirements of the FPD and is available only from Knowledge Computing Corporation.

FISCAL IMPACT

There is no unbudgeted impact for the next two years. The system acquisition and integration is funded from the Bureau of Justice for Edward Byrne grant where, for two years, acquisition and maintenance will be covered. Ongoing interface work and system between agencies and the CopLink system will be accomplished using existing personnel resources currently assigned to the Fresno Police Department.

JPD:CAN:vrg
5/7/10

Attachments: Resolution authorizing the purchase of CopLink Solution Suite System
Contract for Regional Crime Link Project
Purchase Matrix

CITY OF FRESNO
City Clerk's Office (Original)



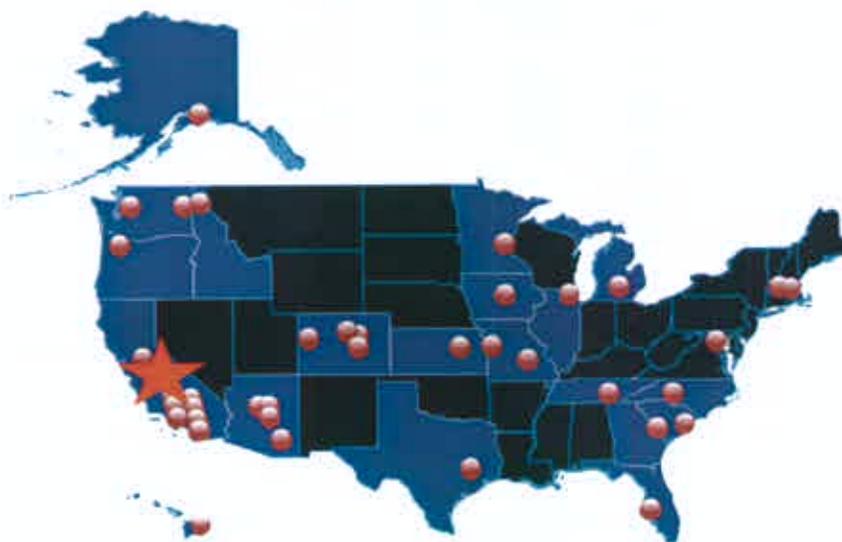
City of Fresno Police Department, California

With: Fresno County Sheriff's Office, California
City of Clovis Police Department, California
City of Madera Police Department, California

Agreement between Knowledge Computing Corporation and City of Fresno

The Fresno Project – Regional Crime Link

May 13, 2010



AGREEMENT FOR SERVICES

THIS AGREEMENT is made effective this 13th day of May, 2010 ("Effective Date"), by and between the City of Fresno, a California municipal corporation, (hereinafter "customer"), and KNOWLEDGE COMPUTING CORPORATION (hereinafter "KCC"), a Delaware corporation, with its principal place of business at 7750 E. Broadway Blvd, Suite 100, Tucson, Arizona 85710.

RECITALS

Whereas: The COPLINK Licenses have been purchased for all of the State of California through the Department of Homeland Security;

Whereas: The customer's Police Department is a representative of the City of Clovis Police Department; City of Madera Police Department, and Fresno County Sheriff's Department (hereinafter, collectively referred to as "Agencies") for the Fresno/Madera CRIMELINK Project, for which the customer has been awarded a Byrne Memorial Discretionary Grant ("Grant") by the U.S. Department of Justice, Bureau of Justice.

Whereas: Customer has been established as the central warehouse for all of the Records Management Systems (RMS) and Jail Management Systems (JMS) targeted data for the Fresno/Madera CRIMELINK Project; where, the customer will be the single data source for the COPLINK Solution Suite System;

Whereas: The customer will be the liaison between the KCC system and other data source providers (i.e., the Agencies); as such, the customer will be the primary single data source.

Article I. ENGAGEMENT

The customer hereby engages KCC to provide the following services and products in accordance with the terms and specifications provided herein and in the Statement of Services set forth in Schedule 1 attached hereto.

A. Services.

1. KCC will implement a COPLINK Solution Suite ("COPLINK system") as described in Schedule 1(a), based on the data sources installed at customer's site(s) in Schedule 1(d) and 1(e). The complete description of the services—Software Installation and Integration Services—is enumerated in Schedules 1(b) and 1(c), respectively. KCC will provide the hardware and software as provided in Schedules 1(a), 1(g) and 1(h), and Sub-schedules A and C.
2. Customer will house the resulting COPLINK database in or at the Fresno Police Department (hereinafter "Customer Site"). As the administrator of and to the extent of the Grant funds received for the Fresno/Madera CRIMELINK Project and this agreement, the Fresno Police Department is the fiscal agent for the Agencies.
3. At the customer's option, KCC will install additional data sources and provide additional COPLINK software products at an additional cost as stated in the COPLINK price sheet

that is current at the time of the requested addition. The addition of sources or products will require a contract amendment detailing the products and services to be delivered, signed by both parties and approved by the customer's governing body.

B. Training.

KCC will provide user and additional module training for authorized users as described in Schedule 3.

C. Maintenance and Support Services.

KCC will provide maintenance and support services, as described in Schedule 4.

D. Responsibilities of Customer.

1. Customer will provide a data network connection employing TCP/IP between the data sources listed in Schedule 1(d) and the installed COPLINK System.

2. Customer will provide an internal project manager to coordinate all customer decisions relating to this Agreement.

3. Customer will identify a command-level decision maker that will represent the customer's Police Department and act as a liaison with the Agencies. Such decision maker ("POC") shall be KCC's single point of contact with customer and the Agencies.

4. Customer will designate authorized users to be trained at sessions provided by KCC under Article I, Section B.

5. Customer is responsible for providing sufficient access for COPLINK installation. Customer may be required to intercede with third-party vendors of data sources owned, licensed to, and/or operated by customer in order to facilitate the data mapping and migration of such data to the COPLINK Solution Suite. Refusal by a third-party data source vendor to cooperate with KCC to allow creation of a reasonable access and migration mechanism for the COPLINK system shall remove any obligation on the part of KCC to include the data source.

6. Customer will permit dial-up or VPN access to the COPLINK indexing server and COPLINK web-server located in or at Customer Site for purposes of installation, testing and system maintenance.

7. Customer will provide remote connectivity via VPN or other secure dialup access to Customer Site to be used by KCC personnel at KCC's office in Tucson, Ariz., for the purposes of installation, testing and system maintenance.

8. Customer will facilitate the acquisition by KCC personnel of Customer and third party vendor re-resources necessary for the successful operation of the COPLINK Solution Suite including, but not limited to:

(a) Database Backup Data

(b) Database Backup Data one week later

(c) Sample records from each of the systems to be integrated

9. All necessary hardware other than the disk storage system is included in the pricing of this project. Customer, to reduce costs, has opted to provide their own storage system; where, the specifications have been reviewed and approved by KCC.

E. Products.

KCC will provide the COPLINK Solution Suite as described in Schedule 1(b) and will install according to Software Installation Schedule as described in Schedule 2(b).

F. Acceptance Testing.

Software Acceptance Testing shall be performed based on the software statement of features developed by KCC for the current version of the COPLINK Solution Suite. This testing will be based on deliverables detailed in COPLINK's Statement of Work, Schedules 2(a), 2(b), 2(c) and 2(d). Refresh Acceptance Testing shall be performed based on Schedules 6(a), 6(b) and 6(c). Data Acceptance Testing shall be performed based on the forms in Schedule 5(a) and Schedule 5(b) —Data Validation and Data Acceptance.

Article II. LICENSE

The license terms for the COPLINK Solution Suite software are described in the End-User License Agreement (EULA) attached in Schedule 7. The license shall include each of the Agencies as listed in Schedule 1(f).

Article III. CONSIDERATION, REPORTS AND METHOD OF PAYMENT

A. Consideration.

1. In consideration for the products and service provided under this agreement, customer shall pay to KCC a total sum not to exceed **the total project cost shown in Schedule 1(g)**, which shall include year one of the annual maintenance, training and a single agency surcharge fee for installation of a new COPLINK Node. Hardware is included in the cost of the project except that customer has opted to use their own storage system for this project and a price reduction was afforded. Customer understands that KCC recommends the storage system described in this agreement for best performance of the system; however, KCC agrees that KCC has reviewed the storage system provided by the customer and that it meets or exceeds the specified requirements of KCC. KCC shall charge customer only in accordance with this amount.
2. At no additional cost, customer will be provided the licensing for the COPLINK Solution Suite that is a part of the California State COPLINK contract between the City of Santa Ana and KCC (#A-2008-316). KCC hereby grants to customer a perpetual and non-exclusive license to use any and all COPLINK software provided to customer under this license in accordance with the terms and conditions set forth herein. Three of the four Level 5 licenses may be transferred by customer to the Agencies. For Integration Services costs, KCC shall submit invoices to customer detailing the phase milestones for each dataset, as specified in Schedule 2(c), and outlining the fees due for the services rendered during that phase, specified in Schedule 1(g). Customer payment terms and schedule are specified in Schedule 1(i).

B. Taxes.

Customer shall be responsible for any sales or use taxes arising out of this agreement payable to the state of California.

C. KCC Payments.

KCC shall be responsible for the payment of all KCC personnel.

D. Final Payment.

Upon completion of the services hereunder, customer will make final payment to KCC of all amounts due under this agreement as specified in Schedule 1(i).

E. Invoices Required.

Customer shall pay KCC only on the submission of itemized invoices(s) for the services rendered and accepted in accordance with Schedules 6, 5(b) and 1(i). No final payment shall be issued prior to receipt and acceptance of material or service and correct invoice.

F. Customization.

Custom engineer work shall be defined as any work deemed special or custom in nature and not specifically detailed in the Schedule 1(a), Schedule 1(b), Schedule 1(c), Sub-schedule B or Schedule 1(e) of this agreement, or any additional supplements and/or appendices pertaining thereto. If custom engineering work is required, and approved in writing by customer following approval by its governing body, KCC shall charge \$250 per hour to perform said work.

G. Funding.

This agreement is contingent on receipt of Grant funding for this project and the appropriation of funds by customer. Should Grant funding for this project not be received or funds not be appropriated, this agreement may be terminated immediately by customer upon prior written notice to KCC. In addition, this agreement is subject to any additional Grant restrictions, limitations, conditions, or any statute enacted by the Congress that may affect the provisions, terms or funding of this agreement in any manner. It is mutually agreed that if Congress or the governing body for customer, does not appropriate sufficient funds for the project, this agreement shall be amended to reflect any reduction in funds.

Article IV. SECURITY OF INFORMATION

A. Criminal History Data.

The data to be used in performing the services under this agreement is criminal history record information, which may be highly sensitive and confidential. Because of the need to validate to external data sources, it is critical that the real names of persons listed in the various data sources be retained, to enable the external linkage. For those KCC personnel who work directly with any sensitive and confidential data, KCC agrees that those personnel will undergo background investigations, conducted by the Tucson Police Department (TPD), and complete Arizona Department of Public Safety terminal operator certification (TOC) testing prior to having access to the information. Any facilities used for this project that house highly sensitive and confidential data will be secure, and access limited to persons who have been cleared by the TPD or the law enforcement agency responsible for the customer node and work station locations.

B. Secure Facility.

Any computer systems and networks used at KCC must be secure. Customer shall have the right to review and approve KCC's security measures to ensure that the confidentiality of the data is maintained. Customer will maintain control over the release of any information containing identifiable personal records used in this project. No information containing whole or partial data

from the records used on this project can be released by KCC or any of its departments or personnel without the written approval of customer's Chief of Police.

C. Security Procedures.

KCC shall establish and maintain procedures and controls that are acceptable to customer for the purpose of assuring that no information contained in its records or obtained from customer or from others in carrying out its functions under the agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the agreement. Persons requesting such information must be referred to customer's Chief of Police, or his/her designee.

Article V. CONFIDENTIALITY

A. General.

To the extent authorized by applicable law, including the California Public Records Act (California Government Code §§ 6250 et seq.), the parties hereto agree to keep any information identified as confidential by the disclosing party, using methods at least as stringent as each party uses to protect its own confidential information. "Confidential information" shall include the disclosing party's research and development plans and reports, the computer code for the UA Software and KCC Software (both source and object code), the functionality or manner of operation of any computer code (including, without limitation, screen designs and flows), or any other designs, techniques, methods, specifications, drawings, sketches, processes, trade secrets, product information, print-outs (excluding nominal report formats), formulae, samples (excluding samples that may be generic in form), prototypes, systems and components, marketing or promotional information, and any other information marked confidential or accompanied by correspondence indicating such information is confidential exchanged between the parties hereto. Confidential Information also includes information relating to the disclosing party's business or financial affairs (expressly excluding this agreement and all attachments, and any supplements or amendments thereto), such as financial results, business methods, competitor and product information and all other information designated as confidential. Except as may be authorized in advance in writing by the disclosing party, the non-disclosing party shall grant access to the Confidential Information only to its own employees involved in installing and maintaining the KCC Software and the non-disclosing party shall advise such employees of their obligation in respect to the Confidential Information. In addition, the non-disclosing party shall not permit any personnel or authorized user to remove any proprietary or other legend or restrictive notice contained or included in any material provided by the disclosing party. The confidentiality and use obligations set forth above apply to all or any part of the Confidential Information disclosed hereunder except to the extent that:

1. The information was possessed by the non-disclosing party prior to its receipt from the disclosing party;
2. The information was already available to the public or became so through no breach of this agreement;
3. The information is subsequently disclosed to the non-disclosing party by a third party that has the right to disclose it free of any obligations of confidentiality;
4. The information is independently developed by the other party without breach of this agreement;
5. The information is independently developed by the non-disclosing party;
6. The information is disclosed by the disclosing party to a third party without restriction; or
7. The information is disclosed under operation of law, including California Public Records

Act, governmental regulation, or court order, provided the non-disclosing party first gives the disclosing party notice and a reasonable opportunity to secure confidential protection of such information.

B. Improper Disclosure.

KCC and customer acknowledge that any use or disclosure of confidential information in a manner inconsistent with the provisions of this agreement may cause the other parties irreparable damage for which remedies other than injunctive relief may be inadequate, and each party agrees that the other parties shall be entitled to receive from a court of competent jurisdiction injunctive or other equitable relief to restrain such use or disclosure in addition to other appropriate remedies. Customer shall advise KCC if a request for information deemed confidential is made. In the event that KCC does not permit disclosure, KCC shall indemnify, defend, and hold harmless customer from any suits or damages resulting from KCC's failure to disclose.

C. Survival of Conditions.

The terms and provisions of this article shall survive the termination of this agreement for a period of five (5) years.

D. Improper Acts.

Customer and authorized users shall not attempt to reverse engineer, translate, decompile or disassemble the object code of the KCC software and customer agrees to use its best efforts to prevent reverse engineering, translation, de-compilation and disassembly of the object code of the KCC Software by its authorized users.

Article VI. OWNERSHIP, SOURCE CODE AND SUPPORT

1. KCC shall own all computer software and data KCC develops in the performance of its obligations under this agreement, including all copyrights, trade secrets, and other intellectual property rights with respect to any object codes, source codes, instructions, manuals or other materials relating to the installation, operation of computer software provided by KCC.
2. Customer retains ownership of any data sent or migrated to the COPLINK Solution Suite.
3. KCC agrees to place an identical version of the software delivered to customer, along with the source code, into an escrow service. Such source code shall include any third party utilities and source code derivatives that will ensure that customer may continue to operate the COPLINK system should the source code be released to customer hereunder. The source code of the software will be released to customer under the following conditions. However, title to the source code will not pass to the customer at any time. The requirements of this section shall survive expiration or termination of the agreement.
 - (a) Entry of an order for relief under Title 11 of the United States Code; an assignment by KCC for the benefit of its creditors; the appointment of a receiver or trustee in bankruptcy of KCC's business or property; or action initiated by KCC or a third party under state law involving KCC's insolvency or the protection of or from its creditors; and the same has not been rescinded, discharged or terminated within 30 days unless there would be prejudice to the customer's rights or interests under this agreement allowing this grace period. If there would be such prejudice, customer shall be provided the source code immediately upon the occurrence of any of the above events.

(b) KCC has ceased its business operations, or the sale, licensing, maintenance or other support of the software.

KCC shall provide written notice to customer, within a reasonable time, if any of the events in paragraphs (a) or (b) above has occurred.

4. KCC agrees to support the COPLINK system for a period of five (5) years following customer's final acceptance of the system. KCC guarantees availability of long-term software support and availability of software maintenance service and upgrades for software licensed under EULA in Schedule 7 of this agreement for a minimum period of three (3) years following the date KCC provides written notification to customer that the respective hardware or software is out of production.

Article VII. DURATION

A. Duration.

This agreement shall be in effect beginning on the Effective Date and continue for the duration of the license in Schedule 7, unless this agreement is terminated, canceled or extended as otherwise provided herein. KCC shall complete installation of the COPLINK System and obtain customer's final acceptance within 45 days from the Effective Date. Upon final acceptance of the installed COPLINK system, KCC will provide annual maintenance in accordance with Schedule 4 that will cover the twelve (12) month period after system acceptance. Thereafter, KCC will continue to provide annual maintenance on the same terms and conditions provided customer makes the annual maintenance agreement payment for the second year and thereafter as specified in Schedule 1(g).

B. Improper Inducements.

Customer may, by written notice to KCC, cancel this agreement if it is found that gratuities, in the form of quid pro quo entertainment, gifts or otherwise, were offered or given by KCC or any agent or representative of KCC, to any officer or employee of customer.

C. Termination for Material Breach.

This agreement may be terminated by either party for material breach of this agreement by the other party, following written notice of such breach to the breaching party as provided herein and the breach has not been cured within thirty (30) days after the breaching party receives such notice. The notice shall reference this Article VII (C), and shall describe each material breach of the agreement in sufficient detail to permit the breaching party to cure the breach. Neither party may claim a material breach or terminate this agreement until the foregoing periods have expired. Thereupon, the party claiming the material breach may immediately terminate this agreement upon written notice of said termination to the breaching party.

D. Termination by Customer.

In addition to any other rights to terminate as provided in this agreement, customer may terminate this agreement without cause upon thirty (30) days prior notice to KCC. In the event of termination without cause, KCC shall be paid compensation for services performed hereunder prior to the effective date of the notice of termination.

Article VIII. ENFORCEMENT, LAWS AND ORDINANCES

A. Governing Law and Venue.

This agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this agreement and any rights and duties hereunder shall be Fresno County, California.

B. Compliance.

KCC must comply with all applicable federal, state, county and local laws, ordinances, and regulations.

C. Licenses and Permits.

KCC shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by KCC.

Article IX. INDEPENDENT CONTRACTOR AND INSURANCE

A. Relationship.

In the furnishing of the services provided for herein, KCC is acting solely as an independent contractor. Neither KCC, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of customer for any purpose. Customer shall have no right to control or supervise or direct the manner or method by which KCC shall perform its work and functions. However, customer shall retain the right to administer this agreement so as to verify that KCC is performing its obligations in accordance with the terms and conditions thereof.

1. This agreement does not evidence a partnership or joint venture between KCC and customer. KCC shall have no authority to bind customer absent customer's express written consent. Except to the extent otherwise provided in this agreement, KCC shall bear its own costs and expenses in pursuit thereof.
2. Because of its status as an independent contractor, KCC and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to customer employees. KCC shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this agreement, KCC shall be solely responsible, indemnify, defend and save customer harmless from all matters relating to employment and tax withholding for and payment of KCC's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in customer employment benefits, entitlements, programs and/or funds offered employees of customer whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this agreement, KCC may be providing services to others unrelated to customer or to this agreement.

B. Withholding.

KCC is advised that taxes or social security payments shall not be withheld from any payment issued hereunder and that KCC should make arrangements to directly pay such expenses, if any.

C. KCC Provided Insurance.

1. Throughout the life of this agreement, KCC shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) authorized by customer's Risk Manager. The following policies of insurance are required:

- (i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability (including, without limitation, indemnity obligations under this agreement) with limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence/aggregate for personal and advertising injury, \$2,000,000 products and completed operations aggregate and \$2,000,000 general aggregate.
 - (ii) WORKERS' COMPENSATION insurance as required under the California Labor Code.
 - (iii) EMPLOYERS' LIABILITY insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.
2. KCC shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and KCC shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the customer's Risk Manager or his/her designee.
3. All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to the customer. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, KCC shall furnish the customer with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during this agreement, KCC shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.
4. The General Liability insurance policy shall be written on an occurrence form and shall name the customer, its officers, officials, agents, employees and volunteers as an additional insured. Such policy of insurance shall be endorsed so KCC insurance shall be primary and no contribution shall be required of the customer. Workers' Compensation and Employer's Liability insurance policy shall contain a waiver of subrogation as to the customer, its officers, officials, agents, employees and volunteers. The insurance required herein shall contain no special limitations on the scope of protection afforded to the customer, its officers, officials, employees, agents and volunteers.
5. KCC shall furnish the customer with all certificate(s) and applicable endorsements effecting coverage required hereunder. **All certificates and applicable endorsements are to be received and approved by the customer's Risk Manager or his/her designee prior to the customer's execution of this agreement.** Upon request of the customer, KCC shall immediately furnish the customer with a complete copy of any insurance policy required under this agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this agreement.

6. Any failure to maintain the required insurance shall be sufficient cause for the customer to terminate this agreement. No action taken by the customer hereunder shall in any way relieve KCC of its responsibilities under this agreement. The phrase "fail" to maintain any required insurance" shall include, without limitation, notification received by the customer that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.
7. The fact that insurance is obtained by KCC shall not be deemed to release or diminish the liability of KCC, including, without limitation, liability under the indemnity provisions of this agreement. The duty to indemnify the customer shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by KCC. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of KCC, its principals, officers, agents, employees, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.
8. If KCC shall require each subcontractor to provide insurance protection in favor of customer and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with KCC and customer prior to commencement of any services by the subcontractor.

D. Additional Insurance.

Customer is advised that the costs of any additional insurance or surety bonds, mandated or required to be carried by KCC as an effect of local codes, ordinances, regulations, procurement policies or other customs, are the responsibility of the customer and will be billed as an additional cost item if customer requires these to be secured under this agreement.

Article X. MODIFICATIONS

This agreement may only be modified by a written amendment signed by persons duly authorized to enter into contracts on behalf of customer and KCC.

Article XI. WAIVER

The failure of either party of this agreement to take affirmative action with respect to any conduct of the other, which is in violation of the terms of this agreement, shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct. The waiver by either party of a breach by the other of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this agreement. No provisions of this agreement may be waived unless in writing and signed by all parties to this agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

Article XII. INDEMNIFICATIONS AND WARRANTIES

A. General.

1. To the furthest extent allowed by law, KCC shall indemnify, hold harmless and defend customer and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in

contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by customer, KCC or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this agreement. KCC's obligations under the preceding sentence shall apply regardless of whether customer any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence of customer or any of its officers, officials, employees, agents or volunteers.

2. If KCC should subcontract all or any portion of the work to be performed under this agreement, KCC shall require each subcontractor to indemnify, hold harmless and defend customer and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

B. Warranties and Indemnification against Infringement.

KCC warrants that it has good title to the COPLINK system and the right to license its use to customer free of any proprietary rights of any other party or any other encumbrance whatever. KCC warrants that the documents, materials, equipment, devices or processes (including, without limitation, any software or components of the COPLINK system) provided by KCC are free from trade secret, trademark, copyright and patent infringements. KCC shall indemnify, hold harmless, and defend customer and each of its officers, officials, employees, agents and volunteers from and against all claims arising from all suits of law or actions of every nature for or on account of the infringement of any trade secret, patent, trademark or copyright by reason of the use of any proprietary documents, materials, equipment, devices or processes, originally incorporated, provided or used by KCC in the performance of the work or the services under this agreement.

C. Claim and Action.

In the event of any such claim or action under the preceding paragraph, KCC shall have the option, at its sole cost and expense, to either:

1. Replace or modify the software so as to render it non-infringing so long as it continues to conform to the specifications and warranties herein; or
2. Procure for customer the right to continue using the software.

For either option, KCC shall warrant to the customer that KCC has no past software infringements by third parties that would otherwise impede customer's ability to continue using the software in the future.

D. Contingencies.

Any such indemnification under this section shall be contingent upon:

1. Customer promptly notifying KCC in writing of any claim or action of which indemnification is sought;
2. Immediately ceasing use of the software upon notice of any such claim or action, provided the claim or action involves the software and any trade secret, trademark, copyright or patent infringement thereof; and
3. Affording to KCC sole control of the defense or settlement of any such control or action.

E. Amount of Insurance.

The amount and type of insurance required shall not in any way be construed as limiting the scope of the indemnification set forth above.

F. This Article XII shall survive expiration or termination of this agreement.

Article XIII. MISCELLANEOUS PROVISIONS

A. Procurement Code.

To the extent applicable, KCC agrees to abide by the provisions of the customer's laws and regulations related to customer's procurement process.

B. Assignment or Subcontracting.

No assignment of this Agreement or subcontract shall be made by KCC with any other party for furnishing any of the services herein contracted for without the advance written approval of the customer. All subcontracts shall comply with Federal, State and local laws and regulations, which are applicable to the services, covered by the subcontract and shall include all the terms and conditions set forth herein, which shall apply with equal force to the subcontract, as if the subcontractor were the contractor referred to herein. KCC is responsible for contract performance whether or not subcontractors are used.

C. Compliance with ADA.

KCC shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

D. Non-Discrimination.

KCC shall not discriminate against any person or class of persons by reason of sex, color, race, religion, national origin, or handicap while performing any obligation under this agreement.

E. Entire Agreement.

This agreement represents the entire agreement between customer and KCC relating to this requirement and shall prevail over any and all previous verbal and written agreements.

F. Withdrawal by Individual Agency.

In the event that one or more of the Agencies contributing to the COPLINK system withdraw, customer will alert KCC of the withdrawal and will filter out any data from the withdrawn agency(ies) so such data will not pass from customer's centralized data broker system into the COPLINK system. Upon customer's notification of any withdrawal, KCC will refresh the COPLINK system to remove data from the respective withdrawn agency(ies). This will be covered as part of the annual maintenance with customer at no additional cost. In the event that an agency wants to remove data previously migrated to the COPLINK indexing server, that agency will notify the customer. KCC shall not remove any such data prior to receiving notification and authorization to do so from customer and discussing this with customer before commencing the removal process. Provided customer authorized such removal, KCC will bill the customer for any time and materials related to this activity at the rate of \$250 per hour. In case of total removal of an agency's previously migrated data and non-participation, the cost associated with the initial mapping and migration of that agency's data will be subtracted from the total system cost, and future maintenance charges will be computed appropriately to the reduced annual fee (see Schedule 1(a) explanation that annual maintenance is based upon percentage of total system cost). This paragraph shall survive expiration or termination of this agreement.

G. Severability.

The provisions of this agreement are severable. The invalidity, or unenforceability of any one provision in this agreement shall not affect the other provisions.

H. Attorney's Fees.

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

I. Cumulative Remedies.

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

J. No Third Party Beneficiaries.

The rights, interests, duties and obligations defined within this agreement are intended for the specific parties hereto as identified in the preamble of this agreement. Notwithstanding anything stated to the contrary in this agreement, it is not intended that any rights or interests in this agreement benefit or flow to the interest of any third parties.

K. Interpretation.

The parties acknowledge that this agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

L. Schedules.

Each Schedule (including all Sub-schedules), exhibit and attachment referenced in this agreement is, by the reference, incorporated into and made a part of this agreement.

M. Binding.

Subject to paragraph B of this Article XIII, once this agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

N. Compliance with Law.

In providing the services required under this agreement, KCC shall at all times comply with all applicable laws of the United States, the State of California and customer, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this agreement.

O. Headings.

The section headings in this agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this agreement.

M. Precedence of Documents.

In the event of any conflict between the body of this agreement and any Schedule, Sub-schedule, Exhibit or Attachment hereto, the terms and conditions of the body of this agreement shall control and take precedence over the terms and conditions expressed within the Schedule, Sub-schedule, Exhibit or Attachment. Furthermore, any terms or conditions contained within any Schedule, Sub-schedule, Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this agreement, shall be null and void.

Article XIV. USE OF NAMES AND TRADEMARKS

Customer shall have the right to use the trademarks and name of KCC, but shall not have the right to use the names of the inventors of the KCC software without the written consent of the party whose name is desired to be used.

Article XV. FORM AND METHOD OF NOTICE

No notice required to be provided in this agreement shall be effective unless it is in writing; is delivered to the other party by either reputable overnight courier; U.S. mail by registered, certified or overnight delivery service, with all postage prepaid and return receipt requested, or by personal delivery; and is addressed to:

If to KCC:

Knowledge Computing Corporation
Attn: Controller
7750 East Broadway Blvd, Suite 100
Tucson, AZ 85710

Or to such other address as KCC may designate by written notice to customer.

If to customer:

Fresno Police Department
Attention: Conrad Nerdahl, Information
Services Manager
2323 Mariposa Mall
Fresno, California 93721

Or to such other address as customer may designate by written notice to KCC.

Article XVI. AUTHORITY

The persons signing on behalf of KCC hereby warrant and represent that they have authority to execute this agreement on behalf of KCC for whom they have signed.

///

///

///

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement as of the date first mentioned above.

For:
KNOWLEDGE COMPUTING CORPORATION,
a Delaware corporation

Thomas E O'Neil 5/11/2010

Signature
Date

Thomas E O'Neil COO
Printed Name Title

For:
City of Fresno,
a California municipal corporation

Jerry Dyer 5/25/10

Signature Date

Jerry Dyer, Chief of Police
Fresno Police Department

Printed Name Title

ATTEST: Rebecca E. Klisch
City Clerk

By: *Sherrie L. Badetscher*
Deputy

5/26/10

APPROVED AS TO FORM:
James C. Sanchez
City Attorney

By: *Nancy A. Algier* 5-11-10
Senior Deputy Date

Attachments:

- Schedule 1(a) - Product Description
- Schedule 1(b) - Software Installation Description
- Schedule 1(c) - Data Integration Description
- Schedule 1(d) - List of Agencies with RMS Data Sets
- Schedule 1(e) - Data Set Inclusion & Exclusion
- Schedule 1(f) - List of Agencies for Enterprise Licenses
- Schedule 1(g) - Project Cost Summary
 - Sub-schedule A - Software License Value
 - Sub-schedule B - Integration Services Costs
 - Sub-schedule C - Third Party Hardware & Software
- Schedule 1(h) - Hardware Specifications
- Schedule 1(i) - Payment Schedule
- Schedule 2(a) - Statement of Work**
- Schedule 2(b) - Statement of Work/Project Management
- Schedule 2(c) - Statement of Work/Software Installation Schedule
- Schedule 2(d) - Statement of Work/Data Source Integration Schedule
- Schedule 3 - Training
- Schedule 4 - Maintenance Services Agreement
- Schedule 5(a) - Data Validation Form with Data Validation Issue Report
- Schedule 5(b) - Data Acceptance Letter
- Schedule 6(a) - Data Refresh Test Procedure
- Schedule 6(b) - Data Refresh Validation Form
- Schedule 6(c) - Refresh Acceptance Letter
- Schedule 7 - COPLINK Software End-User License Agreement (EULA)

Schedule 1(a) Product Description

COPLINK Solution Suite is a tactical, flexible, line-level product, designed and produced by Knowledge Computing Corporation (KCC) to enhance information sharing within and between local, regional, tribal, state and federal law enforcement agencies, in accordance with each agency's sharing priorities, policies and all applicable laws. Data sets are designed to be NIEM compliant, OneDOJ and ICEPIC interoperable and N-DEx push ready.

COPLINK is based on Internet-browser technology. It has been successfully implemented using secure socket layers (SSL) on the Internet. KCC recommends COPLINK operate within a secure law enforcement communications network, such as a dedicated private network, a Virtual Private Network (VPN), or an Intranet.

In addition COPLINK uses data compression when transmitting information. Users are authorized through a combination of passwords and authorized user tables. Users can be assigned to groups that have different levels of access to information. COPLINK also has full audit capabilities.

The COPLINK Solution Suite also provides a separate set of administrative tools designed for use by the system administrator. Accessed through a similar log on procedure to that of the user programs, the administrative tools are a separate program. The administrative tools allow system maintenance, user additions and deletions, audit functions, password maintenance, and look-up table modifications. COPLINK security functions and features comply with the Department of Justice CJIS security policy on law enforcement information systems.

Designed with modular "plug and play" components, the system can be tailored to individual agencies' needs. The suite can also be quickly modified to keep pace with changes in individual agency requirements, over time.

COPLINK Base Program: This is the basic installation for the COPLINK System. It includes the COPLINK Migration Engine, the COPLINK Administration Program, the COPLINK Detect standard module, COPLINK data set, and the graphical user interface. Also included in the basic installation is training for the customer systems administrator, a "train the trainer" session for end users, as well as mapping and data migration for one standard records management system.

Each COPLINK node can contain data sets from multiple agencies and data sources. A COPLINK data set is created when a records management system or other data source that is mapped and migrated into a COPLINK node. A standard data source is a records management system installed and supported by a vendor with whom COPLINK has an agreement to cooperate, or a vendor which the customer will influence to cooperate with COPLINK. A non-standard data source includes all systems that are not SQL 92 compliant, such as VSAM, ADATABASE, Flat Files and hierarchical databases. Data sources are mapped and migrated as part of the initial installation and automatically updated on a scheduled basis. Additional data sources can be included in the COPLINK node data set through subsequent system updates.

COPLINK provides ongoing product enhancements and technical support services. The cost is 18 percent of the total system cost for year-to-year maintenance, or 15 percent of the total system cost, per year, if customer elects to modify this agreement at any time to extend support

for a three-year period. Maintenance services are payable annually, in advance.

COPLINK Modules: This agreement designates which modules are provided in Sub-schedule A as part of the California COPLINK Enterprise Licensing. Work Station and connection requirements apply)

Hardware & Network: The COPLINK Solution Suite is provided as a turn-key solution, including all necessary servers and third-party software. Network infrastructure and user workstations are not included. The hardware installation requires five hardware components:

1. COPLINK Database Server. This server houses the COPLINK database and the proprietary programs that migrate information from disparate sources. Storage estimates for initial node configuration depends on the particular data sources selected and years of data to be migrated to the COPLINK dataset. Changes in data sources may change storage requirements. Also, node administrators are responsible for all operating system patches, upgrades and updates. To avoid unforeseen issues with the data server, changes in data source or operating system must be coordinated with KCC.

2. COPLINK Web Server. The Web Server houses the COPLINK user interface, the administration tools and the ESRI MapObjects JAVA software, if the customer has purchased the GIS-mapping software component of COPLINK.

3. COPLINK Migration Server. The Migration Server houses the COPLINK extract, transfer and load tools (COPLINK Migrator). This server processes incoming data from external data sources and prepares it for consolidation and insertion into the COPLINK database.

4. Network Infrastructure. COPLINK uses standard TCP/IP for communication. The establishment of a COPLINK Solution Suite presupposes an existing network or that a network will be implemented to allow communication between all contributing and querying agencies. High speed networks (optical fiber, etc.) and robust user workstations provide superior performance.

5. User Workstations.

Windows XP

Intel Celeron processor

512MB of RAM

80Gig HDD

Display resolution: 1024x768

Schedule 1(b) Software Installation Description

The COPLINK user interface employs web-based technology to allow users to conduct queries on persons, organizations, locations, incidents, weapons, vehicles, and property. The interface uses common Microsoft Windows™ and Internet functions. The users access the program through a web browser (any web browser will work). When accessing the COPLINK application the program invokes JAVA Web-Start to load a thin client on the user's workstation. The original design of COPLINK was strictly web-based and required Microsoft Internet Explorer ver. 5.5 or higher, and the use of Microsoft's JAVA Virtual Machine. This configuration was successful until a U.S. Federal Court ruling in favor of Sun Microsystems prevented Microsoft from continuing support of their JAVA Virtual Machine.

The result was that new versions of the JAVA run-time environment released by Sun Microsystems were frequently incompatible with the COPLINK environment under Microsoft Internet Explorer. Even more distressing was the situation encountered by several of our customers where other JAVA-based applications required a version of the JRE that was incompatible with COPLINK. As a result, KCC redesigned the application to be browser independent and not reliant on the whims of third-party developers. Using the Web-Start technology, COPLINK is now independent of both the browser and the specific version of JAVA. The result has been a significant increase in program reliability and customer satisfaction.

The advantages of a web-based application have not been lost in this hybrid approach. The program is still accessed through a web browser by the end user. Program updates and patches are still installed on the web server and propagated so that the users need not intervene in the update process. The user can update the JAVA version on their workstation without fear of causing the COPLINK application to fail.

COPLINK requires the following program components to operate:

1. Operating System: COPLINK runs under Windows 2000/2003 Server variants.
2. Web browser: COPLINK requires a web browser, such as Microsoft Internet Explorer, Netscape, Op-era, and Firefox. All known browsers are supported.
3. Web server software: The Web Server software supplied with COPLINK is Microsoft IIS.

Software installation, during initial COPLINK installation, will include: California Enterprise Licensing modules and pricing as shown in Sub-schedule A.

Schedule 1(c) Data Integration Description

The COPLINK Solution Suite uses a proprietary data migrator to extract information from underlying data sources. The underlying sources are mapped to the COPLINK database, which is standardized to enable the storage of data from many disparate sources. This allows the underlying data, regardless of the source, to be placed in the correct tables.

The power of COPLINK is based on data consolidation. It is common that data sources in adjacent jurisdictions contain many persons, vehicles, locations, weapons and other data in common. Using consolidation algorithms, COPLINK consolidates these objects. Thus, a person who is common to disparate underlying data sources is shown as one person with a number of documents associated.

The COPLINK Migrator XML Listener is the system's automatic data migrator. New or modified data is sent by the disparate RMS and criminal justice systems using a proprietary XML data stream. The COPLINK Migrator recognizes the data and its source, and forwards it to the proper tables in the Database server.

Consolidation eases the task of investigation. By displaying the consolidated records, the user need only look at one person record to discover all the available information. Consolidation also adds links to the individual records from disparate sources. It links the persons, vehicles, locations and other data from one source to the persons, vehicles, locations and other data from other sources. This is especially helpful in cross-jurisdictional investigations.

Consolidation is the process used by the COPLINK Migrator to group similar database objects from disparate sources (or the same source) into a common record. This is done to enable the other objects associated with a given object to be associated with all instances of that object. This also reduces the number of times the same object is displayed, and gives the user a better view of the activity associated with that object.

Data migration and integration, during COPLINK installation, will include the Data Sources listed in Sub-schedule B.

**Schedule 1(d)
List of Agencies with RMS Data Sets***

| Agency | Number of Sworn | Vendor | Platform |
|--------------------------|-----------------|----------|----------|
| Fresno Police Department | 711 | Data 911 | SQL |
| Fresno County Sheriff | 785 | Tiburon | SQL |
| Clovis Police Department | 113 | Tiburon | SQL |
| Madera Police Department | 50 | Global | SQL |

List of Agencies with Other Data Sets

| Agency | Number of Sworn | Vendor | Platform |
|---------------------------|-----------------|---------|----------|
| Fresno County Sheriff JMS | 785 | Tiburon | SQL |
| | | | |
| | | | |

*The costs for integration are provided with the assumption that the above Records Management System (RMS) or Jail Management System (JMS) are contained in the Regional Crime Link Data Warehouse. Only the data from the systems above will be mapped and integrated from the data warehouse. No other data sources are included in the integration cost.

Schedule 1(e)
Data Set Inclusion & Exclusion

Records to be included in COPLINK data mapping and migration are a critical component for the scope of the project. They are intended to enhance the capability of the search and analysis function.

Data is mapped and migrated using standard enumerations (e.g. "Grandparents" in RMS data source will be mapped into COPLINK dataset as "relative"). Historical data must be provided unaltered in DBMS "backup" or "export" formats to qualify for standard contract price. These vary for each database management system (BAK for SQL Server, Data Pump for Oracle, etc.).

Export formats are subject to approval by KCC. Any data source alterations, including masked values, date range sub-selection and table/column exclusions, will result in additional cost as first negotiated by the parties subject to written amendment to the agreement approved by customer's governing body.

Additionally, records included in the COPLINK dataset are a subset of all available source data. Records not included in the COPLINK data set, referred to as "alien data", will not be imported for use through the COPLINK program and modules, but will continue to remain available on agency data source system.

For RMS (Records Management System) data sources, records migrated into the COPLINK data set exclude: AFIS, Probation, Court Date and CJIS data, as well as intelligence and crime analysis documents, civil process documents, arraignments, watch lists, evidence reports and gang affiliation. From JMS source data, only booking documents will be included, along with mug shots. Jail operations and inmate reports, including release dates, both anticipated and actual, are excluded. For CAD (Computer Aided Dispatch) record, only occurrence, dispatch and other header data is included.

For this agreement only, the contributing agencies have combined their respective records management systems into a data warehouse as well as the Jail Management System where mugs are contained. The cost includes integration of the mug shots that appear in the data warehouse only with a single integration.

Only data created by the standard application will be mapped and migrated at the quoted contract price. However, KCC will, at customer's written request, convert alien data along with the rest of the data mapped and migrated to the COPLINK dataset, using the standard maps developed for the product. If the conversion is deemed acceptable by customer, the data can be included in the production system as part of the standard process, at the quoted price. If additional analysis and custom mapping is required to address issues related to importing the alien data, KCC will provide an estimate in advance of the additional cost and delay to be incurred. Such additional analysis and custom mapping will be subject to a written amendment to the agreement approved by customer's governing body.

The following data for documents will be included as header data for each document type:

| Document Type | Data Elements |
|----------------------|--|
| Departmental | Incident Begin Date/Time, Incident End Date/Time, Report Number, Beat, Grid, Crime Type(s) |
| Supplemental | Incident Begin Date/Time, Incident End Date/Time, Report Number, Beat, Grid, Crime Type(s) |
| Arrest | Type, Number, Charge |
| Booking | Charge, Date/Time, Release Date/Time, Anticipated Release Date/Time, Release Agency, Release Location, Release Reason, Release Officer |
| Citation | Type, Number, Status, Beat, Grid, Charge |
| Warrant | Type, Category, Number, Court Docket Number, Status, Charge |
| Field Interview | Type, Number, Beat, Grid |
| Pawn Ticket | Number, Shop Name, Pawner, Pawned Item |
| Permit | Type, Number, Status |
| Traffic Collison | Incident Begin Date/Time, Incident End Date/Time, Number, Beat, Grid, Crime Type(s) |
| Dispatch | Type, Number, Arrival Date/Time, Clear Date/Time, Beat, Grid |
| Occurrence | Number, Priority Code, Out Type (indication of how the call was routed to the field), Call Source Type, Beat, Grid |
| Supervision | Type, Reference Number, End Date, Status |

The following table outlines the object types mapped for each document type:

| Document Type \ Object type | Persons | Organizations | Officers | Vehicles | Weapons | Properties | Securities | Phones | Locations |
|-----------------------------|---------|---------------|----------|----------|---------|------------|------------|--------|-----------|
| Departmental | X | X | X | X | X | X | X | X | X |
| Supplemental | X | X | X | X | X | X | X | X | X |
| Arrests | X | | X | | | | | | X |
| Bookings | X | | X | | | | | X | |
| Citations | X | X | X | X | X | X | X | X | X |
| Warrants | X | X | X | X | X | X | X | X | X |
| Field Interview | X | | X | X | | | | X | X |
| Pawn | X | X | | X | X | X | | X | X |
| Permit | X | | | X | X | | | X | X |
| Traffic Collision (Crash) | X | X | X | X | | X | | X | X |
| Occurrence | X | X | X | X | X | X | X | X | X |
| Dispatch | | | X | | | | | | X |
| Supervision | X | X | X | | | | | X | X |

The following table outlines the data elements included/excluded per object type:

| Object Type | Data Elements Included | Data Elements Excluded |
|--------------------|---|--|
| Person | Name, Alias(s), Gender, DOB, Height, Weight, Eye Color, Hair Color, Race, Ethnicity, Marks, MO, Appearances, Caution Flags, Employer, IDs (OLN, SSN, SID, FBI, Local) | Religion, Education Level, Skill Set, Dependent/Custody, Financial Need Status, Fingerprints, Citizenship Status, Marital Status, Sexual Orientation, Languages Spoken |
| Organization | Name, Type | |
| Officers | Name, Badge Number | Personal Information |
| Vehicles | Class, Make, Model, Style, Year, Color, License Plate | Impounds |
| Weapons | Type, Manufacturer, Serial Number, Color | |
| Properties | Category, Type, Size, Make, Model, Color, Serial Number, Quantity | |
| Securities | Type, Issuer, Serial Number, Denomination, Quantity, Value | |
| Phones | Phone Number, Type | |
| Locations | Address, Type | |

Schedule 1(f)
List of Agencies for Enterprise Licenses

List of Agencies for Enterprise License

Fresno Police Department

Fresno County Sheriff's Office

Clovis Police Department

Madera Police Department

**Schedule 1(g)
Project Cost Summary**

| Fresno California Project | | | |
|--|------------|--------------|----------------------|
| Description | Qty | Price | Sub-Totals |
| COPLINK Software Licensing (Enterprise)* | | \$185,417.65 | \$ - |
| Data Source Integration Services** | | 110,000.00 | \$ 110,000.00 |
| Services: | | | |
| Node Installation Fee | | | 50,000.00 |
| Multiple Agency Surcharge | 4 | \$ 2,500.00 | \$ 10,000.00 |
| Module Training - 2-hour WEB-X session* | 1 | \$ 500.00 | \$ 500.00 |
| Training Services User Training (Included) | 1 | | \$ - |
| Subtotal Services | | | \$ 60,500.00 |
| 3rd Party Hardware: | | | |
| | | | \$ - |
| Dell PE R610 Web Application Server (Included) | 1 | \$6,000.00 | |
| Dell PE R610 Data Base Server (Included) | 1 | \$7,000.00 | |
| Dell PE R610 Migration Server (Included) | 1 | \$6,000.00 | |
| Intermediary Box (Included) | 1 | \$1,000.00 | |
| Dell PowerVault MD1000 Data Storage *** | | | |
| Subtotal 3rd Party Hardware | | \$20,000.00 | \$0.00 |
| 3rd Party Software: | | | |
| MS SQL Server Standard Edition | 2 | \$ 2,500.00 | \$ 5,000.00 |
| ESRI Map Objects | 1 | \$ 5,000.00 | \$ 5,000.00 |
| Subtotal 3rd Party Software | | | \$ 10,000.00 |
| Total 3rd Party Hardware and Software | | | \$10,000.00 |
| Tax 9.25% for 3rd Party Hardware and Software | | | \$ 925.00 |
| Project Cost | | | \$ 181,425.00 |
| Annual Maintenance Costs (1st year warranty included) | | | |
| Software Maintenance (Begins 2nd Year) | | \$27,812.65 | |
| Integration Services Maintenance (Begins 2nd Year) | | \$ 16,500.00 | |
| Total Maintenance to be paid in this contract | | \$44,312.65 | \$44,312.65 |
| | | | |
| | | | |
| Total Project Cost **** | | | \$ 225,737.65 |

*Module training is for Intel LEAD - Other modules in this contract are covered in user training
 ** Integration Costs include non-standard custom data warehouse source, mugs that appear in data warehouse, one data validation and one data source integration. The multiple agency surcharge covers individual agency inconsistencies necessary for integration of warehouse.
 ***Performance of the system depends on the storage requirements meeting or exceeding the specifications and standards of two Dell PowerVault MD1000 Data Storage systems
 The Customer has chosen to provide their own storage solutions for this system.

Total Project cost includes hardware, training, 1year warranty and year two maintenance paid

**Sub-schedule B
Integration Services Costs**

| Datasets | Revised Data Sources | Initial Dataset Cost | Cost of Subsequent Datasets | Vendor Export | Total Cost for All Datasets |
|---|-----------------------------|-----------------------------|------------------------------------|----------------------|------------------------------------|
| RMS | | | | | |
| Regional Crime Link Custom * | 1 | \$ 110,000.00 | | | \$ 110,000.00 |
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| SUBTOTAL | 1 | | | \$ - | \$ 110,000.00 |
| Additional | | | | | |
| | | | | | \$ - |
| | | | | | |
| SUBTOTAL | 0 | | | | \$ - |
| Total for Integration Services** | | | | | \$ 110,000.00 |

*The price for integration of the data warehouse containing all of the agency RMS systems is based on one integration, one data validation, and one refresh mechanism for all agencies. Integration includes the mugs that appear in the data warehouse only.

**Any cost of extraction or triggers for refresh required by the RMS/JMS vendors are the responsibility of the customer through the vendor and are not included in this contract.

***Multiple agency surcharge covers inconsistencies in individual agencies needed for integration

Triggers by definition are stored procedures and automated routines to pull data from the customer's warehouse into the KCC system.

**Sub-schedule C
Third Party Hardware & Software**

| Description | Qty | Price | Subtotals |
|---|-----|------------|-----------|
| Web/App Server | 1 | \$6,000.00 | \$0.00 |
| Migration Server | 1 | \$6,000.00 | \$0.00 |
| Database Server | 1 | \$7,000.00 | \$0.00 |
| Storage | | | \$0.00 |
| Intermediary Servers | 1 | \$1,000.00 | \$0.00 |
| TOTAL 3rd Party Hardware | | | \$0.00 |
| Hardware Sales Tax | | 0.0925 | \$0.00 |
| TOTAL 3rd Party Hardware with sales tax | | | \$0.00 |

| Description | Qty | Price | Subtotals |
|--|-----|------------|-------------|
| MS SQL Server Standard Edition (2 CPUs) | 2 | \$2,500.00 | \$5,000.00 |
| ESRI Java MapObjects | 1 | \$5,000.00 | \$5,000.00 |
| Total 3rd Party Software | | | \$10,000.00 |
| Software Sales Tax | | 0.0925 | \$925.00 |
| Total 3rd Party Software with tax | | | \$10,925.00 |
| Total 3rd Party Hardware and Software with tax | | | \$10,925.00 |

Schedule 1(h) Hardware Specifications

Item: Dell PE R610

Usage: Web/Application Server

Configuration Details: PowerEdge R610, 2xXeon E5550 processors @ 2.66Ghz, 8 Gigs memory, 2x146Gig 15K HDD configured as Raid 1, Windows Server 2008 Standard x64, redundant power, 5-year ProSupport 4HR 7x24 Onsite.

Item: Dell PE R610

Usage: Migration Server

Configuration Details: PowerEdge R610, 2xXeon E5550 processors @ 2.66Ghz, 8 Gigs memory, 2x146Gig 15K HDD configured as Raid 1, Windows Server 2008 Standard x64, redundant power, 5-year ProSupport 4HR 7x24 Onsite.

Item: Dell PE R610

Usage: Database Server

Configuration Details: PowerEdge R610, 2xXeon E5550 processors @ 2.66Ghz, 32 Gigs memory, 2x146Gig 15K HDD configured as Raid 1, Windows Server 2008 Standard x64, redundant power, 5-year ProSupport 4HR 7x24 Onsite.

Item: Two Dell PowerVault MD1000

Usage: Data Storage

Configuration Details: 30x300 Gig 15K HDD, dual HBA controllers. Installation included (configured as Raid-50 for optimal performance, 9 TB usable)

Customer has opted to provide their own storage system. The specifications must meet or exceed those of the Dell Power Vault MD1000 systems for optimum performance of the system.

Item: Intermediary Box

Dell OptiPlex 960 Desktop

Intel® Core 2 Duo Processor E8400 (3.0GHz, 6M, 1333MHz FSB)

Windows Vista® Business, SP1 (64-bit)

4.0GB DDR2 Non-ECC SDRAM, 800MHz, (2DIMM)

2x160GB 7200 RPM SATA 3.0Gb/s and 8MB Data Burst Cache configured as RAID-1

**Schedule 1(i)
Payment Schedule**

KCC will invoice customer for total project cost in Schedule 1(g) upon the Effective Date of the agreement.

Subject to receipt of Grant funds, customer will make the following payments upon completion of the following milestones:

| Delivery Date | Payment | Milestone (from section 2(d)) |
|----------------------|----------------|---|
| TBD* | 25% | Data Integration – data analysis, testing, and mapping |
| TBD* | 25% | Data Migration – Phase I - perform needed quality assurances. |
| TBD* | 30% | Data Migration – Phase II – perform data validation |
| TBD * | 10% | Data Loading - load data into production CopLink system at customer's location and derive operational acceptance. Move into operational readiness for live use. |
| TBD* | 10% | Final Acceptance and Training –trainers and system admins |

*A dated project schedule will be provided to the Customer within ten days of the date that all of the data, report examples, shape files and beats, divisions are received.

**Schedule 2(a)
Statement of Work**

The Timeframe for COPLINK installation and integration is dependent on availability of access to data sources to be migrated. Within three weeks after the receipt of all data for this project as described in the kick-off meeting/s a project schedule will be provided based on the analysis of the data.

All data will come from one single system maintained by customer. All subsequent agency data integration will come through customer's data system warehouse. As a consequence, there is no need to localize work at each agency. Only a single instance of integration will occur.

Hardware Installation (responsibility of the customer)*

MOU (responsibility of the customer)

Preliminary Discussions with agency

Create MOU Document

Project Management (See Schedule 2b)

Create Preliminary Project Plan

Kick-off Meetings

Fresno Police Department

Fresno County Sheriff's Office

Clovis Police Department

Madera Police Department

Create Working Plan (based on information from kick-off meetings)

Software Installation (See Schedule 2c)

Maintenance Services

Integration Services (See Schedule 2d)

Fresno Police Department

Fresno County Sheriff's Office

Clovis Police Department

Madera Police Department

Training

Final System Acceptance

**Schedule 2(b)
Statement of Work
Project Management**

| Tasks | Effort (days) | Agency Assistance (hours) |
|------------------------------------|--------------------------|--------------------------------------|
| Plan and Conduct Kick-off Meetings | 1 | 8 |
| Create Progress Reports | 0.5 | |
| Create Project Plan | 0.5 | |
| Assigned Task | 0.0 | 0 |

| Deliverables | Frequency |
|------------------------------------|------------------|
| Plan and Conduct Kick-off Meetings | Bi-weekly |
| Project Plan | Monthly |

**Schedule 2(c)
Statement of Work
Software Installation Schedule**

| Task Description | Effort (days) | Agency Assistance (hours) |
|---|------------------|------------------------------|
| Installation begins ONLY after the hardware (Web, migration and database servers) has been installed | | |
| Software Installation | 6 | |
| KCC Access to servers established (VPN & Remote Desktop) | 1 | 4 |
| Install COPLINK application software with demo database | 1 | |
| Install Remote Access Monitors (RAM)** | 1 | |
| Perform software acceptance test with demo data | 1 | 8 |
| Install Initial Production COPLINK database* | 1 | 2 |
| Established refresh for initial production COPLINK database | 1 | 2 |
| Software Acceptance | 1 | 4 |

| Deliverables | Frequency |
|-------------------------------|-----------|
| Software Acceptance test plan | Twice |

**Initial Production COPLINK database has one or more of the first datasets listed in Schedule 1(d) or 1(e).*

***RAM will send messages to servers at KCC offices in Tucson, AZ.*

**Schedule 2(d)
Statement of Work
Data Source Integration Schedule**

| Task Description | Effort (days) | Agency Assistance (hours) |
|--|------------------|------------------------------|
| Work begins on a data source ONLY when a historical backup of the data and sample documents from the system are received at KCC facilities (database schemas and data dictionaries are not sufficient to map the data). | | |
| Data Source Integration | 30 | |
| Load/restore/input data source from historical backup | 2 | |
| Analyze data source | 6 | 4 |
| Map data source to COPLINK | 16 | |
| Design/create/review maps and design refresh mechanism | 21 | |
| Map lookup values | 5 | |
| <i>Migrate data (computer processing time, possibly a subset)</i> | | |
| Internal QA | 6 | |
| KCC SME's review the data in COPLINK | 1 | |
| Fix issues from QA review | 5 | |
| <i>Migrate data (possibly a subset)</i> | | |
| Data Validation | 3.5 | |
| Perform DV test with the agency | 0.5 | 3 (x4 persons) |
| Fix issues from DV test | 3 | |
| <i>Migrate data (full dataset)</i> | | |
| Data Acceptance | 0.5 | 2 (x4 persons) |
| Load data into production COPLINK database | 1 | |
| Establish data refresh | 5 | 8 |
| Refresh acceptance | 0.5 | 8 |
| Deliverables | Frequency | |
| Data validation form | Single system | |
| Data acceptance letter | Single system | |
| Refresh acceptance letter | Single system | |

Notes:

1. Effort is the amount of labor time not elapsed time.
2. Migrate Data is the step of converting the historical data from the source backup into the COPLINK database. The estimation of the migration time will be determined after analyzing the data source to determine size and complexity. Based on previous data sources, the data will load at a rate between 15,000 to 20,000 records per day.
3. Both Data Validation and Data Acceptance forms are in Schedules 5(a) and 5(b), respectively.
4. All testing will be done via conference call bridge and Webex software.

If agencies of like source systems (i.e. Visionair, Tiburon, etc.) can be done—analyzed and mapped—at the same time, the duration of each data source will be reduced by approximately 10 days.

Schedule 3 Training

KCC will provide standard training for authorized users as described below:

Standard training for users provides the following:

- Knowledge Computing Corporation Training Staff comes to the site to conduct training.
- Training Staff brings fifteen laptop computers with the Knowledge Computing Corporation environment for first day training.
- The Customer must provide a class room for fifteen people with fifteen computers able to connect to the COPLINK node for second day training.
- The Customer must provide a class room suitable for COPLINK training with enough space for all the students, a place for instructors to work from, connections to the internet and connections to a large screen monitor or overhead projector that can be viewed by all students and staff. Facilities such as restroom and break room are also required.

Standard Training consists of:

- The first day training is eight hours on the Knowledge Computing Corporation environment. The training is interactive with the class.
- The second day training is eight hours. The first six hours is conducted on the Customer's COPLINK node and is interactive with the class. The last two hours is devoted to conducting Administrative Module training for system administrators.
- Certificates of completion will be given to students who complete successfully the training course provided.

Module Training is provided by WEB-X in two-hour increments at the rate of \$250.00 per hour. For this agreement there is one module training session included for the Intel LEAD module. Other COPLINK Modules being provided in this agreement will be covered in the user training.

Additional training can be provided at an additional charge

The basic user training is included in the price of this agreement. The costs for module training for the Intel LEAD module have been included in the pricing.

Schedule 4 Maintenance Services Agreement

KCC will provide the following maintenance and support services during the term of this Agreement:

Maintenance Services: KCC will provide the customer the following under the Maintenance Program:

- (a) No-cost telephone support for technical issues. Standard support is available from 8:00 am to 5:00 pm (Mountain Standard Time) on regular business days (holidays and weekends excepted). Enhanced support is available at anytime.
- (b) No-cost e-mail support for technical issues.
- (c) No-cost for all published patches and system-wide bug fixes.
- (e) No-cost updated COPLINK self-paced learning program whenever an update is issued. This assumes that Customer has licensed the self-paced learning module.
- (d) Non-warranty related program errors (once the initial warranty period has elapsed.)

Service Level: KCC support staff will assign a KCC issue number and a tentative schedule for resolving any technical support issue:

Standard support: within one business day of receipt.

Enhanced support: within two hours of receipt.

Updates: Minor version product updates and software patches to purchased system components will be provided as part of the Annual Maintenance Agreement.

Ongoing Maintenance: All maintenance costs are based on the assumption that KCC will have VPN and Remote Desktop access to the COPLINK servers and that KCC's proprietary remote access monitoring (RAM) system will be installed on the servers and have the ability to send data to the listening service at the KCC Tucson offices. The first year of maintenance will begin after delivery, installation and data acceptance test when the data source is in production (i.e., acceptance of COPLINK system). Such first year is included in the cost of the system. For maintenance, customer agrees to assume ongoing maintenance fees on the anniversary date of the onset of maintenance for the second year of maintenance as provided in the agreement.

Cancellation Method: Customer may cancel this annual maintenance agreement upon written notification to KCC at least 60 days prior to the end of the then current maintenance period.

Specific Inclusions

The Maintenance and Support Services provided hereunder shall specifically include the following:

1. Correction of defects in the maps that are not caused by changes to the underlying source such as missing contracted mapping elements
2. Refresh monitoring services
3. 10 hours of effort (annually) per data source to correct existing maps to documents due to changes in the underlying source (ie. version changes or customizations)

Specific Exclusions:

The Maintenance and Support Services provided hereunder shall specifically exclude the following:

1. All major version upgrades of Coplink software.
2. Modifications in or to the underlying data sources that provide information to the COPLINK system via the migration program without prior written notification of:
 - a. All changes and upgrades such as any change to the database platform such as a switch from AS/400 to SQL Server, any additional modules to the underlying source such as a Citation module, and any modifications that would require a redesign of the refresh mechanism.
 - b. Bulk operations on data sources
 - c. Scheduled downtime
3. Any hardware or third-party software not under the direct control of KCC (i.e., interfacing hardware and software used by customer to provide data from customer's previously established regional data warehouse to the KCC system).
4. Additions or enhancements to the original maps that passed Data Acceptance

Technical Support Procedures:

- **Hours of Technical Support:** Ordinary Technical support for the Coplink system is available on regular business days (Monday through Friday, excluding holidays) from 8:00 am to 5:00 pm, Mountain Standard Time. Please note that Arizona does not switch to Daylight Savings Time.
- **Method of contacting Knowledge Computing Corporation:** The Customer will identify not more than three (3) staff members who have the authority to make requests for technical support. One alternate person may be appointed who shall have the authority to contact technical support in the absence of or unavailability of the regular contact persons.
- **Methods of Reporting Technical Support Issues:** Customer may report technical support issues via:
 - Telephone call to the KCC offices: (520)-574-1519 or (877)-522-9599
 - Email sent to support@coplink.com
- **Problem Description:** KCC technical support personnel will log the technical support call and request sufficient information to determine exactly what type of problem is being reported.
- **Problem Determination:** KCC will respond within one business day to all requests for technical support with a plan outlining the process KCC intends to follow to resolve the problem. KCC classifies reported problems as one of four levels. Severity Levels are detailed below:
 - **Severity Level 1 (Critical Problem)** The System is unavailable, resulting in a critical impact to operations that require fast resolution.
 - **Severity Level 2 (Major Problem)** Designated users can access the System; however material functions are not available.
 - **Severity Level 3 (Minor Problem)** Designated users can access the System, and one or more of the less important functions are not available resulting in a minor impact.
 - **Severity Level 4 (Minor Problem/Enhancement Request)** The impact is insignificant

to users, and the Parties agree that problem resolution will require new functionality or an enhancement to be made at a mutually agreed upon date.

- The description of the Problem Severity Level is found in the following table, along with the mitigation procedure.

| Severity Level | Target Response Time (Normal Business Hours) | Frequency of Report on Issue Status | Target Issue Resolution Time |
|----------------|--|-------------------------------------|------------------------------|
| 1 | 1 hour | Hourly | 24 hours |
| 2 | 1 hour | Daily | 48 hours |
| 3 | 1 day | Every 2 days | 5 days |
| 4 | 2 days | Monthly | As scheduled |

- **Program Code Error ("Bug") Determination:** KCC will attempt to replicate the problem described in the technical support request following the steps used by the customer. Non-reproducible problems will not be considered bugs.
- **Problem Resolution:** Upon determination that the technical support issue is a program code error, KCC will so report to the Customer and present a KCC issue number and a mitigation strategy to resolve the problem along with a tentative time line for problem resolution.
- **Report to Customer:** Upon resolution of the technical support issue KCC will provide the Customer with a synopsis of the issue, the findings of the KCC technical support staff and the final resolution of the problem.
- **Program Patches and Updates:** Customer will receive any applicable program patches and updates as they become available.

Updated: September, 2009

**Schedule 5(a)
Data Validation Form**

Project Name: _____

Customer Name: _____

Data Source Name: _____

1. The Customer's Technical Representative and KCC have conducted a Data Validation session consisting of side-by-side comparisons of actual documents as they appear in the source system and in COPLINK. The accuracy of this process is proportional to the number of documents examined. The Customer's Technical Representative agrees that the sample size examined was sufficiently large to satisfy their particular quality requirement.
2. The accuracy of the Data Validation session also depends on the participants involved. The Customer has involved sufficient representation from some or all of their records, data entry, IT, command and end-user communities.
3. The Customer understands that any additional data mapping issues not identified during the Data Validation session will require change orders, could incur time and material costs to resolve and might not be resolved until after the data source is in production and the project has entered the maintenance phase.
4. Issues identified as **blocking defects** during this Data Validation session will be resolved by KCC and demonstrated as fixed during a subsequent Data Acceptance session. The data being examined during this Data Validation session will not be moved into the production COPLINK database before Data Acceptance.
5. Issues identified and determined in writing by both Customer and KCC as **acceptable defects** during this Data Validation are to be resolved after this data source has been merged into the production database.

Blocking Defect #s: _____
(see attached issue report forms for details)

Acceptable Defect #: _____
(see attached issue report forms for details)

Customer Signature: _____

Customer Name: _____

Date: _____

Data Validation Issue Report

Reported by: _____

Steps to reproduce issue: *(Include document number, person name/DOB/identifiers which illustrate a specific example, when possible.)*

Explain what you *expected* to see:

Explain what you *actually* saw:

This issue represents: *(choose one)*

- A Blocking Defect (data should not be merged into production COPLINK and shared with other agencies until the issue is resolved.)
- An Acceptable Defect (data can be merged into production before the issue is corrected, but the issue should be resolved at the earliest opportunity.)

KCC Issue Tracking Number: _____

(May be assigned during or after data validation session)

Schedule 5(b)
Data Acceptance Letter

Project Name: _____

Customer Name: _____

Data Source Name: _____

1. The Customer agrees that the Data Acceptance Session has demonstrated that all **blocking defects** identified during the Data Validation Session have been resolved, and authorizes moving this data source into the production COPLINK database for sharing with other agencies.
2. The Customer understands that issues identified and determined in writing to be **acceptable defects** during Data Validation are to be resolved promptly after this data source has been merged into the production database.

Customer Signature: _____

Customer Name: _____

Date: _____

**Schedule 6(a)
Data Refresh Test Procedure**

| # | Test Action | Expected Result | Pass/Fail |
|--------------------------------------|--|--|-----------|
| Add New Documents | | | |
| 1 | Create a test document in source system | Document will flow into COPLINK after next refresh cycle. | |
| Changes to Existing Documents | | | |
| 2 | Add objects to test document. Add a new person to the test document created in step 1. | New person will appear in COPLINK'S copy of the document after the next refresh cycle. | |
| 3 | Modify objects in test document. Modify some attribute of a person in the test document. | Modification will be reflected in COPLINK'S copy of the document after the next refresh cycle. | |
| 4 | Delete objects in test document. Delete some person from the test document. | The person will no longer appear in COPLINK'S copy of the document after the next refresh cycle. | |
| Delete Documents | | | |
| 5 | Delete the test document. | The test document will no longer appear in COPLINK after the next refresh. | |

Schedule 6(b)
Data Refresh Validation Form

Project Name: _____

Customer Name: _____

Data Source Name: _____

6. The Customer's Technical Representative and KCC have conducted a Data Refresh session consisting of a test plan (schedule 6a) that compares documents as they appear and are modified in the source system and then are refreshed in COPLINK. The accuracy of this process is proportional to the number of documents examined. The Customer's Technical Representative agrees that the sample size examined was sufficiently large to satisfy their particular quality requirement.
7. The accuracy of the Data Refresh session also depends on the participants involved. The Customer has involved sufficient representation from some or all of their records, data entry, IT, command and end-user communities.
8. The Customer understands that any additional data refresh issues not identified during the Data Refresh session will require change orders, could incur time and material costs to resolve and might not be resolved until after the data source is in production and the project has entered the maintenance phase.
9. Issues identified as **blocking defects** during this Data Refresh session will be resolved by KCC and demonstrated as fixed during a subsequent Data Refresh session. The data being examined during this Data Refresh session will not be moved into the production COPLINK database before Data Refresh Acceptance.
10. Issues identified and determined in writing by Customer and KCC to be **acceptable defects** during this Data Refresh are to be resolved promptly after this data source has been merged into the production database.

Blocking Defect #s: _____
(see attached issue report forms for details)

Acceptable Defect #: _____
(see attached issue report forms for details)

Customer Signature: _____

Customer Name: _____

Date: _____

**Schedule 6(c)
Refresh Acceptance Letter**

Project Name: _____

Customer Name: _____

1. The Customer's Technical Representative and KCC have conducted the Refresh Test Procedure consisting of a test plan (schedule 6a) that compares documents as they appear and are modified in the source system and then are refreshed in COPLINK. The accuracy of this process is proportional to the number of documents examined. The Customer's Technical Representative agrees that the sample size examined was sufficiently large to satisfy their particular quality requirement.
2. The accuracy of the Refresh Test Procedure also depends on the participants involved. The Customer has involved sufficient representation from some or all of their records, data entry, IT, command and end-user communities.
3. The Customer understands that any additional refresh issues not identified during the Refresh Test Procedure will require change orders, could incur time and material costs to resolve and might not be resolved until after the data source is in production and the project has entered the maintenance phase.
4. The Customer agrees that the Refresh Test Procedure has demonstrated that all, if any, issues identified during the Refresh Test Procedure have been resolved promptly, and authorizes moving this data source into the production COPLINK database for sharing with other agencies.

Customer Signature: _____

Customer Name: _____

Date: _____

Schedule 7

COPLINK Software End-User License Agreement (EULA)

Please read the terms and conditions of this license agreement (the "License") before using the computer software (the "Software") provided by Knowledge Computing Corporation (KCC.) The term "Software" includes and these terms and conditions also apply to any updates, modifications and upgrades to the Software that you (referred to herein as "you" or "customer") may receive from time to time. By installing the Software you accept and agree to the terms of this License. If you do not agree to the terms of this Software End-User License Agreement you are not authorized to use the Software. This License constitutes the entire agreement concerning the Software between you and KCC and it supersedes any prior proposal or representation.

1. Rights and Limitations

- a) **General.** The Software is licensed, not sold. KCC hereby grants to you a perpetual, non-exclusive and non-transferable license to use any and all COPLINK Software provided to you under this License in accordance with the terms and conditions set forth herein. The Software is protected by copyright laws as well as by other intellectual property laws. The Software and any copies that you are authorized by KCC to make are the intellectual property of and are owned by KCC. The structure, organization and code of the Software are the valuable trade secrets and confidential information of KCC. This License grants you no rights to use such content.
- b) **Restricted Rights Notice.** The Software provided under this License is provided with RESTRICTED RIGHTS. Use, duplication or disclosure is subject to restrictions set forth in this License.
 1. You agree that you will not sublicense, assign, transfer, pledge, lease, rent or share your rights under this License other than to allow use of the Software by authorized individuals accessing the COPLINK system node on which the Software is installed.
 2. You agree that you will not modify, adapt, disassemble, decompile, reverse engineer, translate or otherwise attempt to discover the source code of the Software.
 3. You may not modify the Software or create derivative works based upon the Software. The Software is licensed as a single product. Its component parts may not be separated for use on more than one computer.
 4. You must maintain all copyright notices on all copies of the Software.
 5. You may not distribute copies of the Software to third parties except (i) when authorized in writing by KCC, or (ii) the third party(ies) are acting on behalf of customer in maintaining customer's software or hardware operational needs.
 6. You may not export the Software to any country, entity or person to which export would be illegal.
 7. All rights not expressly granted are reserved by KCC.
- c) **KCC's Rights.** You acknowledge and agree that the Software is a proprietary product of Knowledge Computing Corporation under copyright law and disclosed to you by KCC in confidence. You shall take all reasonable steps to safeguard the Software. KCC owns and will retain all copyright, trademark, trade secret and other proprietary rights in and to Software. This License conveys to you only a non-exclusive and limited right of use, revocable in accordance with the terms and conditions of this License. In the event that you fail to comply with any terms and/or conditions hereof, this License shall terminate

automatically and KCC shall be entitled to all remedies in accordance with applicable law.

- d) **Other Limitations.** This license is further limited as follows:
1. The Software may not be used by you for any other purpose than that set forth herein, including without limitation, designing or developing any products to be sublicensed or distributed by or on behalf of you or the National Institute of Justice.
 2. The License granted to you hereunder shall be a license to use the machine-readable object code only, and shall specifically exclude source code; you shall allow only authorized users to access the COPLINK System software and use the services of the Software.
- e) **Source Code Escrow.** KCC agrees to place an identical version of the Software delivered to customer, along with the source code, into an escrow service. Such source code shall include any third party utilities and source code derivatives that will ensure that customer may continue to operate the COPLINK system should the source code be released to customer hereunder. The source code of the Software will be released to customer under the following conditions. However, title to the source code will not pass to the customer at any time. The requirements of this section shall survive expiration or termination of the License.
- (a) Entry of an order for relief under Title 11 of the United States Code; an assignment by KCC for the benefit of its creditors; the appointment of a receiver or trustee in bankruptcy of KCC's business or property; or action initiated by KCC or a third party under state law involving KCC's insolvency or the protection of or from its creditors; and the same has not been rescinded, discharged or terminated within 30 days unless there would be prejudice to the customer's rights or interests under this License allowing this grace period. If there would be such prejudice, customer shall be provided the source code immediately upon the occurrence of any of the above events.
 - (c) KCC has ceased its business operations, or the sale, licensing, maintenance or other support of the Software.

KCC shall provide written notice to customer, within a reasonable time, if any of the events in paragraphs 1 or 2 above has occurred.

- f) **Software Support.** KCC agrees to support the Software for a period of five (5) years following customer's final acceptance of the Software. KCC guarantees availability of long-term Software support and availability of Software maintenance service and upgrades for Software licensed under this License for a minimum period of three (3) years following the date KCC provides written notification to customer that the Software is out of production.

2. Warranties

- a) **Material Errors.** KCC warrants that if during the ninety (90) day period after installation and/or the duration of any extended warranty, you notify KCC that the Software contains an error that materially and adversely affects your law enforcement activities, KCC will at no cost to you either correct the error or provide a reasonable workaround for such error. KCC does not warrant that the functions contained in the Software will meet your requirements, nor that the operation of the Software will be uninterrupted or error-free. The warranties set forth in this Section do not cover any copy of the Software that has been altered or changed in any way by you or any authorized user. During the warranty period KCC will provide changes to the software mutually agreed upon by the parties for software troubleshooting and program code debugging only. No

customization of the COPLINK System products will occur beyond that stated unless otherwise noted in a separate agreement. The warranty does not include any updates to the software that are not the result of errors.

- b) **Exclusions.** KCC is not responsible for problems caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which Customer has authorized KCC to install the KCC Software, nor is KCC responsible for problems that occur as a result of the use of the KCC Software in conjunction with software of third parties (other than as Licensed herein by KCC) or with hardware that is incompatible with the operating system for which the KCC Software is being installed.
- c) **Limitations.** ANY IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. The warranties contained in this License are made in lieu of all other warranties whether oral or written. Only an authorized officer of KCC may make modifications to this warranty or additional warranties binding KCC, and any such modifications or additional warranties must be in writing and must be approved by you. Approval shall not be unreasonably withheld.
- d) **Java™ Support.** The software product may contain support for programs written in Java™. Java™ technology is not fault tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of Java™ technology could lead directly to death, personal injury, or severe physical or environmental damage.

3. Indemnifications and Warranties

a) General.

1. To the furthest extent allowed by law, KCC shall indemnify, hold harmless and defend customer and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by customer, KCC or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this License. KCC's obligations under the preceding sentence shall apply regardless of whether customer any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence of customer or any of its officers, officials, employees, agents or volunteers.
2. If KCC should subcontract all or any portion of the work to be performed under this License, KCC shall require each subcontractor to indemnify, hold harmless and defend customer and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

- b) **Warranties and Indemnification against Infringement.** KCC warrants that it has good title to the Software and the right to license its use to customer free of any proprietary rights of any other party or any other encumbrance whatever. KCC warrants that the documents, materials, equipment, devices or processes (including, without limitation, any software or components of any database system) provided by KCC are free from trade secret, trademark, copyright and patent infringements. KCC shall also indemnify, hold harmless, and defend customer and each of its officers, officials, employees, agents and volunteers from and against all claims arising from all suits of law or actions of every nature for or on account of the infringement of any trade secret, patent, trademark or copyright by reason of the use of any proprietary documents, materials, equipment, devices or processes, originally incorporated, provided or used by KCC in the performance of the work or the services under this License.
- c) **Claim and Action.** In the event of any such claim or action under the preceding paragraph, KCC shall have the option to, at its sole cost and expense, either:
 - 1. Modify the Software so as to render it non-infringing so long as it continues to conform to the specifications and warranties herein; or
 - 2. Procure for you the right to continue using the Software.

For either option, KCC shall warrant to the customer that KCC has no past software infringements by third parties that would otherwise impede customer's ability to continue using the Software in the future.

- d) **Contingencies.** Any such indemnification under this Section shall be contingent upon:
 - 1. You promptly notifying KCC in writing of any claim or action of which indemnification is sought;
 - 2. Immediately ceasing use of the software upon notice of any such claim or action, provided the claim or action involves the Software and any trade secret, trademark, copyright or patent infringement thereof; and
 - 3. Affording to KCC sole control of the defense or settlement of any such control or action.
- e) **Survival.** This Section 3 shall survive expiration or termination of this License.

4. Miscellaneous Provisions

- a) **Governing Law and Venue.** This License shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this License and any rights and duties hereunder shall be Fresno County, California.
- b) **Modifications.** This License may only be modified by a written amendment signed by persons duly authorized to enter into contracts on your behalf and KCC.
- c) **Waiver.** The failure of either party of this License to take affirmative action with respect to any conduct of the other, which is in violation of the terms of this License, shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct. The waiver by either party of a breach by the other of any provision of this License shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this License. No provisions of this License may be waived unless in writing and signed by all parties to this License. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
- d) **Withdrawal by Individual Agency.** In the event that one or more Agencies contributing to the COPLINK system withdraw, customer will alert KCC of the withdrawal and will filter out any data from the withdrawn agency(ies) so such data will not pass from customer's centralized data broker system into the COPLINK system. Upon customer's

notification of any withdrawal, KCC will refresh the COPLINK system to remove data from the respective withdrawn agency(ies). This will be covered as part of the annual maintenance with customer at no additional cost. In the event that an agency wants to remove data previously migrated to the COPLINK indexing server, that agency will notify the customer. KCC shall not remove any such data prior to receiving notification and authorization to do so from customer and discussing this with customer before commencing the removal process. Provided customer authorized such removal, KCC will bill the customer for any time and materials related to this activity at the rate of \$250 per hour. In case of total removal of an agency's previously migrated data and non-participation, the cost associated with the initial mapping and migration of that agency's data will be subtracted from the total system cost, and future maintenance charges will be computed appropriately to the reduced annual maintenance fee.

- e) **Use of Names and Trademarks.** You shall have the right to use the trademarks and name of KCC, but shall not have the right to use the names of the inventors of the Software without the written consent of the party whose name is desired to be used. COPLINK and other trademarks contained in the Software are trademarks or registered trademarks of KCC. Third party trademarks, trade names, product names and logos may be the trademarks or registered trademarks of their respective owners. You may not remove or alter any trademark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels in the Software. This EULA does not authorize you to use the COPLINK trademark or its licensors' names or any of their respective trademarks.
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- g) **Severability.** The provisions of this License are severable. The invalidity, or unenforceability of any one provision in this License shall not affect the other provisions.
- h) **Attorney's Fees.** If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
- i) **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
- j) **No Third Party Beneficiaries.** The rights, interests, duties and obligations defined within this agreement are intended for the specific parties hereto as identified in the preamble of this agreement. Notwithstanding anything stated to the contrary in this agreement, it is not intended that any rights or interests in this agreement benefit or flow to the interest of any third parties.
- k) **Interpretation.** The parties acknowledge that this License in its final form is the result of the combined efforts of the parties and that, should any provision of this License be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this License in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

All questions concerning this EULA shall be directed to: Knowledge Computing Corporation, 7750 E. Broadway Blvd, Suite 100, Tucson, AZ 85710, Attention: Support Services.

