Tukwila Police Department

Purchase and License Agreement

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Spillman®
Purchase and License Agreement

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Purchase and License Agreement

This Purchase and License Agreement (the "Agreement") is made and entered into effective as of the date this Agreement is signed by both parties below (the "Effective Date"), and is by and between:

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

and

City of Tukwila ("Customer")
6200 Southcenter Blvd
Tukwila, WA 98188

Customer desires to purchase from Spillman licenses for certain Spillman software, professional services, maintenance services, and third party hardware, software and services, as set forth in Exhibit B (Purchased Products and Services), and Spillman desires to sell such licenses, services and products to Customer, pursuant to the terms and conditions of this Agreement.

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

Section 1: Definitions

1.1 **"Confidential Information"** means any non-public information provided by either party to the other in connection with this Agreement, including the Software, Spillman's pricing, future product plans, trade secrets; know-how; a party's non-public business and financial information; Customer lists; and any written materials marked as confidential and any other information, including visual or oral information, which reasonably should be understood to be confidential. Confidential Information does not include information that a party can prove: (a) is now or later becomes generally available to the public without fault of the party who received such information; (b) was rightfully in the receiving party's possession prior to its disclosure by the disclosing party; (c) is independently developed by the receiving party without the use of any Confidential Information of the disclosing party; or (d) is obtained by the receiving party without obligation of confidentiality from a third party who has the right to disclose it. Additionally, the receiving party may disclose Confidential Information to the extent required by a judicial or legislative order or proceeding, or by any applicable federal or state open records act or freedom of information act requirements provided that it gives the disclosing party prompt prior notice of the intended disclosure and an opportunity to respond or object to the disclosure, if permissible.

1.2 **"Documentation"** means all written or electronic user documentation for the Software provided by Spillman to Customer.

1.3 **"Software"** means the package of Spillman computer program(s), interfaces and/or data, in machine-readable form only, as well as related materials, including Documentation, identified in Exhibit B (Purchased Products and Services) and Exhibit C (Existing Interfaces – Technical Product Documents) or subsequently licensed by Customer pursuant to the terms of this Agreement. Software also includes all Utilities, modifications, new Releases and Enhancements (as defined in Exhibit A (Maintenance and Support Agreement)). Software specifically excludes Third Party

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Software not developed by Spillman, but that might be used in conjunction with the Spillman software, such as word processors, spreadsheets, terminal emulators, etc.

1.4 **"Spillman Application Administrator"** means an agent of Customer appointed by Customer, who has been certified on the Software by Spillman, pursuant to the procedures set forth in Section 6 of Exhibit A (Maintenance and Support Agreement), and is able to communicate effectively with Spillman support personnel in the description and resolution of problems associated with the Software.

1.5 **"Utilities"** means the software utilities and tools provided by Spillman as part of the Software, including Spillman's XML Query, ODBC interface and implementation code, ctperl, dbdump, and dbload, as well as any other software utilities provided by Spillman in connection with the Software.

Section 2: Purchases of Professional Services and Third Party Products

2.1 **Professional Services.** Customer agrees to purchase the Spillman professional services listed in Exhibit B (Purchased Products and Services).

2.2 **Third Party Products.** Customer agrees to purchase from Spillman the third party products identified in Exhibit B (Purchased Products and Services). Spillman makes no warranties with respect to such third party products, but agrees to pass through to Customer any warranties provided by the manufacturers of such products, to the extent permitted.

Section 3: License

3.1 **Grant of License**. In consideration of the payment of the license fees set forth in Exhibit B (Purchased Products and Services), Spillman grants Customer a nonexclusive, non-transferable license to use the Software, subject to the terms of this Agreement (including the restrictions with respect to Utilities set forth in Section 10).

3.2 **Ownership.** Spillman's Software and all related documentation and materials provided by Spillman are licensed (not sold) to Customer. Spillman retains sole and exclusive ownership of all rights, title, and interest in and to the Software, all related materials, and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights and other intellectual property rights pertaining thereto), subject only to the licenses expressly granted to Customer herein by Spillman, regardless of whether Customer, its employees, or contractors may have contributed to the conception or development of any part of the Software, including enhancements or customized Software. The Software may also include third party software separately licensed to Spillman from third party licensors. Such third party software is sublicensed to Customer and protected pursuant to the terms of this Agreement, and may be used only in conjunction with Spillman's Software. This Agreement does not provide Customer with title or ownership of the Software or any component thereof, but only a limited license. Spillman and its licensors specifically reserve all rights not expressly granted to Customer in this Agreement. Customer must keep the Software free and clear of all claims, liens, and encumbrances.

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Section 4: Scope of Rights

4.1 **Location of Software.** Customer may install and use the Software only in Customer's own facilities, including any authorized mobile sites. Customer shall give Spillman two (2) weeks prior written notice of any change in the location of Customer's primary facility where the server-based Software is installed; provided that if an immediate change in location is required due to an emergency or disaster recovery, Customer will notify Spillman as soon as is reasonably practical.

4.2 **Customer Use Only.** Customer may use and execute the Software only for purposes of serving the internal needs of Customer's business, except as specifically set forth in this Agreement.

4.3 **Copies.** Customer may make one copy of the Software in machine-readable, object code form, for backup and archival purposes only, provided that Spillman's copyright notice is included. Such backup copies shall not be used for productive use, except to the extent required if the primary Software installation is not functioning. Customer may reproduce (photocopy or electronic copy) Software Documentation according to Customer's needs for the authorized use of the Software. Customer may not distribute any of the Documentation for use outside of Customer's primary place of business, except as required by law.

4.4 **Shared Agency Arrangements.** If Customer and another agency (the "Shared Agency") desire to enter into an arrangement whereby Customer will act as a "Host Agency" and permit the Shared Agency to access the Software through Customer, the Shared Agency and Spillman will execute a Shared Agency Agreement for such arrangement and attach it to this Agreement as an additional Exhibit. Spillman will bill Customer directly for the applicable license fees, and Customer agrees to be responsible for timely payment of such invoices. Customer shall require the Shared Agency to comply with the terms of this Agreement and shall notify Spillman and cooperate as reasonably requested by Spillman in the event of any non-compliance by the Shared Agency.

Section 5: Fees and Payments

5.1 **Fees.** The license fee for the Software and the price for all services and third party products purchased by Customer from Spillman are specified in Exhibit B (Purchased Products and Services). All invoices are payable within thirty (30) days of the date of the invoice. Customer must pay such fees directly to Spillman according to the agreed payment terms set forth in Exhibit B (Purchased Products and Services).

5.2 **Taxes.** Customer is solely responsible for any and all taxes resulting from this Agreement and its purchase of the products and services described herein (excluding taxes on Spillman's net income). It shall be the responsibility of Spillman to collect and remit applicable taxes. If Customer is a tax-exempt organization, Customer will provide Spillman with documentation required by the taxing authority to support such exemption.

5.3 **Late Payments.** If Customer fails to pay any amounts owed when due, Spillman may assess interest at one-and-one-half percent (1.5%) per month on all overdue amounts, or the highest rate permitted by law, whichever is less. Customer shall also be liable for all costs of collection.

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Section 6: Support

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

Section 7: Customer Responsibilities

7.1 **Spillman Application Administrator.** Customer is responsible for designating a Spillman Application Administrator who is qualified to operate the Software on Customer's own equipment, has been certified as set forth in Exhibit A (Maintenance and Support Agreement), and is familiar with the information, calculations, and reports that serve as input and output of the Software.

7.2 **Spillman Support Contact.** Agency personnel who are authorized to contact Spillman support are listed in Appendix 1, as referenced in Section 6 of Exhibit A (Maintenance and Support Agreement). Spillman reserves the right to refuse assistance or to charge additional fees if the agency representative seeks assistance with respect to such basic background information or any other matters not directly relating to the operation of the Software.

7.3 **Additional Components.** Other components (hardware and/or software) may be required for the use of the Software. Spillman assumes no responsibility under this Agreement for obtaining and/or supporting such components except as expressly agreed in writing.

7.4 **Proper Environment.** Customer is responsible for ensuring a proper environment and proper utilities for the computer system on which the Software will operate, including housing and operating the server equipment in an environment and according to the specifications for the equipment as specified by its manufacturer.

7.5 **Data Conversion Services.** Spillman assumes no responsibility under this Agreement for converting Customer's data files for use with the Software, except as listed in Exhibit B (Purchased Products and Services) and detailed in a data conversion scope of work.

7.6 **Improper Use.** Customer shall use reasonable efforts to prevent its employees and independent contractors from making unauthorized copies of the Software or improperly using the Software. If Customer discovers any such problems, it will promptly notify Spillman and take commercially reasonable actions to resolve the problem as soon as reasonably possible.

Section 8: Proprietary Protection and Restrictions

8.1 **Third Party Access and Queries.** Customer may not allow any other agency, entity, or individual to use or have access to the Software in any manner other than inquire-only unless expressly authorized by Spillman. Except as specifically authorized by Spillman, queries may be conducted solely for Customer's internal business purposes, and Customer may not query the Software, or permit any third party to query the Software, for a third party's business purposes.

8.2 **Restrictions.** Customer may not use, copy, modify, rent, share, or distribute the Software (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof,

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except as expressly authorized in writing by Spillman. Customer may not translate, modify, reverse assemble, reverse compile, or otherwise reverse engineer the Software.

8.3 **Competitive Use.** Customer may not utilize or permit a third party to access or utilize any part of the Software (including the Utilities) in any manner that competes, directly or indirectly, with any product or service provided by Spillman. This includes, without limitation, using the Software (or its Utilities) to develop any software, interfaces, or other products that compete with Spillman's products or services, or using interfaces or other products connecting to the database of the Software in connection with a third party's competing product.

8.4 **No Service Bureau, Etc.** No service bureau work, multiple-user license, or time-sharing arrangement is permitted, except as expressly authorized in writing by Spillman. Customer may not install the Software in any other computer system or use it at any other location without Spillman's express authorization obtained in advance (which will not be unreasonably withheld).

8.5 **Inspection.** Customer hereby authorizes Spillman to enter Customer's premises in order to inspect the Software in any reasonable manner during regular business hours, with or without prior notice, to verify Customer's compliance with the terms of this Agreement.

Section 9: Confidential Information

9.1 **Confidentiality Terms.** Each party shall keep confidential all Confidential Information provided to it by the other party, and shall not use such Confidential Information for any purpose other than the proper purposes of this Agreement or as required by law. A party may disclose Confidential Information only to its employees and contractors who need to know such information, and who are bound to keep such information confidential. Each party shall give the other party's Confidential Information at least the same level of protection as it gives its own confidential information of similar nature, but not less than a reasonable level of protection.

9.2 **Restrictions on Disclosure.** Customer must not disclose the Software, its Documentation, or any other Spillman documentation, (i) to any competitor of Spillman, or (ii) to any other third party unless it has a need to know such information for the proper purposes of this Agreement or unless required by law.

Section 10: Utilities; Restrictions on Usage

10.1 **Utilities.** Spillman provides certain software Utilities as part of the Software. Spillman may add, modify, or remove Utilities from the Software during the term of this Agreement. The Utilities contain material that is proprietary to Spillman and/or its licensors, and may be used only as permitted by this Agreement.

10.2 **Use of Utilities.** Customer is permitted to use the Utilities for read-only operations in connection with the authorized use of the Software, but may not allow third parties to use the Utilities unless an authorized official of Spillman consents in writing. With the exception of ODBC, customer is NOT permitted to utilize the Utilities or any other software tools to write to Spillman's database in any manner, due to the potential for data corruption and system slowdown

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or damage. Due to the potential for data corruption and system slowdown or damage, Customer agrees that it does so solely at its own risk.

10.3 **Disclaimer.** Spillman is NOT responsible for any breach of warranty, damages to the Software or its database, data corruption, support issues, security issues or performance issues arising out of Customer's or a third party's use of the Utilities (even if permitted by Spillman) or use of any other software not specifically licensed in this Agreement (including any third party querying or writing to the database).

Section 11: Limited Warranty and Limitation of Liability; Indemnification

11.1 **Functionality.** Spillman warrants for a period of 12 months (the "Warranty Period"), and for Customer's benefit alone, that the Software conforms in all material respects to the specifications for the current version of the Software provided by Spillman. The Warranty Period will begin on the date of Customer's cutover to live operation of the Software (Go-live). This warranty is expressly conditioned on Customer's observance of the operation, security, and data-control procedures set forth in the Documentation included with the Software.

11.2 **Limitations.** Spillman is not responsible for obsolescence of the Software that may result from changes in Customer's requirements. The warranty in Section 11.1 shall apply only to the most current version of the Software issued by Spillman from time to time. Customer must notify Spillman of any warranty issues or breaches within the Warranty Period; after the end of the Warranty Period, Software errors and defects will be handled under Exhibit A (Maintenance and Support Agreement). Issuance of updates does not result in a renewal or extension of the Warranty Period. Spillman assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Software. Such warranty also excludes non-performance issues that result from third party hardware or software malfunction or defect; modification of the Software by any person other than Spillman, or defects or problems that are outside the reasonable control of Spillman. Customer will reimburse Spillman for its reasonable time and expenses for any services provided at Customer's request to remedy excluded non-performance issues. Additionally, Spillman is not responsible for any problems or errors with the Software or Customer's system resulting from use of the ctperl or dbload Utilities in any manner other than read-only. Customer expressly acknowledges that any use of the "write" or "update" features of these Utilities may damage Customer's database or cause other problems with its system.

11.3 **Remedies.** As Customer's exclusive remedy for any material defect in the Software for which Spillman is responsible, Spillman shall use reasonable efforts to correct or cure any reproducible defect by issuing corrected instructions, a fix or a workaround. In the event Spillman does not correct or cure such nonconformity or defect after Spillman has had a reasonable opportunity to do so, Spillman's liability shall be limited to the amount paid as the license fee for the defective or non-conforming module of the Software. Spillman shall not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the Software if Customer has made any changes whatsoever to the Software, if the Software has been misused or damaged in any respect, or if Customer has not reported to Spillman the existence and nature of such nonconformity or defect promptly upon discovery thereof.

11.4 **Limitation of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SPILLMAN AND ITS LICENSORS DISCLAIM ANY AND ALL PROMISES,

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REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE SOFTWARE, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, TITLE, NON-INFRINGEMENT, AND ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

11.5 **Limitation of Liability.** THE CUMULATIVE LIABILITY OF SPILLMAN AND ITS LICENSORS TO CUSTOMER FOR ALL CLAIMS RELATING TO THE SOFTWARE AND THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL LICENSE FEES PAID TO SPILLMAN HEREUNDER. This limitation of liability is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective. Spillman shall have no liability for the loss of data or documentation, it being understood that Customer is responsible for reasonable backup precautions.

11.6 **Limitation of Damages.** IN NO EVENT SHALL SPILLMAN AND ITS LICENSORS BE LIABLE FOR ANY LOSS OF PROFITS; ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST CUSTOMER BY THIRD PARTIES, EVEN IF SPILLMAN OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. This limitation upon damages and claims is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.

11.7 **Indemnification.** Spillman agrees to defend Customer against any and all third party claims, demands, lawsuits or legal actions arising out of any actual or alleged infringement of any trademark, copyright, trade secret, or U.S. patent by the Software, and Spillman will pay any damages, costs and expenses (including reasonable attorneys' fees) finally awarded in such action or paid to settle the action. Spillman will not be required to indemnify Customer unless (i) Customer promptly notifies Spillman of any such claim; (ii) Customer gives Spillman sole control of the defense and all settlement negotiations, and the authority to represent Customer in defending the claim; and (iii) Customer provides Spillman with any information and assistance that Spillman reasonably requests in defending against the claim. Customer may, at its option and expense, be represented by separate counsel in any such action. If a court or other legal authority finds that any part of the Software infringes on a third party's intellectual property rights, or if Spillman believes that it infringes, Spillman will use reasonable efforts to obtain a license under the rights that have been infringed, to modify the Software so it is no longer infringing, or to provide to Customer substitute software that is non-infringing; provided that if in Spillman's judgment such options are not commercially reasonable, Spillman may terminate the license for the Software or the infringing portion thereof upon written notice to Customer. Spillman will have no liability for infringement arising out of modification of the Software by any party other than Spillman, use of an outdated version of the Software, or the combination or use of the Software with any other software, hardware, equipment, product, or process not furnished by Spillman, if use of the Software alone and in its current, unmodified form would not have been an infringement. Spillman is not liable for any infringement claims based upon third party software or hardware. This Section 11.7 states Spillman's entire obligation with respect to any claim for infringement or misappropriation of any third party intellectual property rights.

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Section 12: Term of Agreement; Termination

12.1 **Term of Agreement.** Customer's license of the Software shall become effective upon the execution of this Agreement and shall continue perpetually unless otherwise terminated as provided herein.

12.2 **Support Required.** Customer is required to continue purchasing support and maintenance services from Spillman throughout the term of this Agreement, as a condition to the license of the Software under this Agreement. This Agreement shall automatically terminate if Customer ceases paying the required fees for maintenance and support of the Software.

12.3 **Termination without Cause.** Customer may terminate this Agreement at any time upon ninety (90) days' prior written notice to Spillman, without cause, subject to any outstanding obligations and financial commitments of Customer under this Agreement (e.g., Customer's obligation to pay license fees is not rescinded by such termination).

12.4 **Termination for Cause.** Either party may terminate this Agreement, in addition to seeking any other available remedies, if the other party breaches any material term of this Agreement – including the Support and Maintenance Agreement (Exhibit A) or the Statement of Work (Exhibit XX) – and does not correct such breach within thirty (30) days following written notice of the breach from the other party. Repudiation or failure to accept the Software without cause constitutes a material breach of this Agreement. In addition to or in lieu of termination, a party may seek any other remedies that may be available at law or in equity.

12.5 **Effect of Termination.** Upon termination of this Agreement, all rights granted to Customer will terminate and revert to Spillman and/or its licensors. Promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of Customer's possession or use of the Software, Customer must return or destroy, as requested by Spillman, all copies of the Software in Customer's possession (whether modified or unmodified), and all related Documentation, Confidential Information and other materials pertaining to the Software (including all copies thereof). Customer agrees to certify Customer's compliance with such obligation upon Spillman's request. Customer will permit Spillman to repossess the Software and any products sold hereunder for which Customer has not fully paid the purchase price. If Customer has any outstanding payment obligations under this Agreement, Spillman may accelerate and declare all such obligations of Customer immediately due and payable by Customer as a liquidated sum and proceed against Customer in any lawful way for satisfaction of such sum. The terms of Sections 2.2, 3.2, 5.2, 5.3, 9, 10.3, 11.4, 11.5, 11.6, 11.7, 12.5 and 13 shall survive termination or expiration of this Agreement.

Section 13: Miscellaneous

13.1 **Entire Agreement – Amendment.** This Agreement, together with its exhibits, which are attached hereto and incorporated herein by reference, constitutes the complete agreement between the parties with respect to the Software and other subject matter hereof. No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of each party.

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13.2 **Assignment.** Customer may not assign or transfer this Agreement or any of its rights or duties hereunder to any third party without Spillman's prior written consent.

13.3 **Governing Law.** This Agreement will be governed by the laws of the state of Washington, not including conflicts of laws provisions. The parties hereby submit to the exclusive jurisdiction and venue of Washington state and federal courts with respect to any action between the parties relating to this Agreement. In any such action, the prevailing party shall be entitled to an award of its reasonable costs and attorneys' fees from the other party.

13.4 **No Waiver.** Any waiver by either party of a default or obligation under this Agreement will be effective only if in writing. Such a waiver does not constitute a waiver of any subsequent breach or default. No failure to exercise any right or power under this Agreement or to insist on strict compliance by the other party will constitute a waiver of the right in the future to exercise such right or power or to insist on strict compliance.

13.5 **Injunctive Relief.** Customer will offer written notice prior to any released confidential information required by law and will give Spillman ample opportunity to dispute or give permission for release of confidential information. Customer acknowledges that, in the event of Customer's breach of any of the confidentiality terms or scope of use restrictions in this Agreement, Spillman will not have an adequate remedy in money or damages. Spillman shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request, without the necessity of posting bond, in addition to any other remedies that may be available at law or in equity.

13.6 **Limitation of Actions.** No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by either party more than three (3) years after such cause of action occurred. However, action for nonpayment may be brought within three (3) years the date of the last payment was received by Spillman.

13.7 **Notices.** Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, or sent by commercial overnight delivery service with provisions for a receipt. Notice shall be deemed received on the date of delivery when provided in person, or three days after mailing when provided by mail.

13.8 **Severability.** If any term of this Agreement is held to be invalid or void by any court or tribunal of competent jurisdiction, it shall be modified by such court or tribunal to the minimum extent necessary to make it valid and enforceable. If it cannot be so modified, it shall be severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.

13.9 **Force Majeure.** A party shall be excused from delays or failure to perform its duties, other than payment obligations, to the extent such delays or failures result from acts of nature, riots, war, acts of public enemies, fires, epidemics, labor disputes, or any other causes beyond its reasonable control. The parties will promptly inform and consult with each other as to any of the above causes that in their judgment may or could be the cause of a substantial delay in the performance of this Agreement. Either party may, in its discretion, terminate this Agreement if a

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delay in performance by the other party exceeds or is reasonably expected to exceed six (6) months.

13.10 **Export.** In the event export of the Software is expressly permitted in writing by Spillman, Customer may only export the Software (including any related materials) as authorized by U.S. law and any other applicable jurisdiction. In particular, the Software may not be exported into any country where such export is prohibited by law, regulation, or governmental order.

Spillman desires that Customer be confident that the Software will suit Customer's needs. Although Customer must make that determination, Spillman is prepared to fully discuss the Software with Customer and answer questions. By executing this Agreement, Customer acknowledges that it has been given an adequate opportunity to investigate Customer's computer and Software needs and that based on its examination of the Software, Customer finds the Software to be satisfactory.

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

Accepted and Approved by:

Customer: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Spillman Technologies, Inc.

Signature: _____

Print Name: _____

Title: **Vice President**

Date: _____

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Exhibit A
Maintenance and Support Agreement

This Maintenance and Support Agreement (the "Support Agreement"), dated effective as of the date this Agreement is signed by both parties below, is by and between Spillman Technologies, Inc. ("Spillman") and Tukwila Police Department ("Customer"). In connection with the Purchase and License Agreement between the parties (the "License Agreement"), Customer desires to purchase from Spillman certain maintenance and support services for the Software. All capitalized terms used and not otherwise defined herein shall have the meanings set forth in the License Agreement.

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

Section 1: Definitions

1.1 **Coverage Hours.** The hours between 8:00 a.m. and 5:00 p.m., Mountain Time, Monday through Friday, excluding regularly scheduled holidays of Spillman.

1.2 **Enhancement.** Any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Spillman may designate Enhancements as minor or major, depending on Spillman's assessment of their value and of the function added to the preexisting Software.

1.3 **Error.** Any failure of the Software to conform in all material respects to its functional specifications as published from time to time by Spillman, subject to the exceptions set forth in Section 4.

1.4 **Error Correction.** Either a software modification or addition that, when made or added to the Software, establishes material conformity of the Software to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect on Customer of such nonconformity. Error Correction services are subject to the exceptions set forth in Section 4.

1.5 **Releases.** New versions of the Software, including all Error Corrections and Enhancements.

1.6 **Response Time.** Six (6) or less Coverage Hours, from the time Customer first notifies Spillman of an Error until Spillman initiates work toward development of an Error Correction.

1.7 **Support Term.** The Initial Support Term together with all renewal terms of this Agreement. The Initial Support Term will be for the twelve (12) month period of the Warranty Period, as defined in Section 11.1 of the License Agreement. Thereafter, the Support Term shall automatically renew for successive periods of one year each, unless and until terminated pursuant to Section 8 hereof. In no event, however, shall the Support Term extend beyond the term of the License Agreement.

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Section 2: Eligibility For Support

2.1 Spillman's obligation to provide the support and maintenance services described in this Support Agreement with respect to the Software may be terminated pursuant to Section 8.2.2 or suspended, at Spillman's discretion, if at any time during the term of this Support Agreement any of the following requirements are not met:

2.1.1 The License Agreement must remain valid and in effect at all times;

2.1.2 The Software must be operated on a hardware platform approved by Spillman; and

2.1.3 Customer must be current on payment of maintenance and support fees.

2.2 Spillman may require Customer to appoint a new Spillman Application Administrator in order to continue receiving support services or increase Customer's support fees, if Spillman reasonably determines that the acting Spillman Application Administrator does not have the training or experience necessary to communicate effectively with Spillman support personnel.

Section 3: Scope of Services

During the Support Term, Spillman shall render the following services in support of the Software, during Coverage Hours:

3.1 Spillman shall maintain a Support Services Control Center capable of receiving from the Spillman Application Administrator, by telephone, reports of any software irregularities, and requests for assistance in use of the Software.

3.2 Spillman shall maintain a trained staff capable of rendering support services set forth in this Support Agreement.

3.3 Spillman shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Spillman in accordance with Spillman's standard reporting procedures. Spillman shall, after verifying that such an Error is present, initiate work within the Response Time in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Spillman shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and Spillman shall include the Error Correction in all subsequent Releases of the Software. Spillman supports two (2) versions back from the most recent release version. However, Spillman shall not be responsible for correcting Errors in any version of the Software other than the most recent release.

3.4 Spillman may, from time to time, issue new Releases of the Software to its Customers generally, containing Error Corrections, minor Enhancements, and, in certain instances, if Spillman so elects, major Enhancements. Spillman reserves the right to require additional license fees for major Enhancements. Spillman shall provide Customer with one copy of each new Release, without additional charge. Spillman shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in Spillman's current Fee Schedule.

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3.5 Spillman shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Software (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to in writing by Spillman and Customer.

Section 4: Services Not Covered by this Support Agreement

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

4.1 Support for any third party products including hardware, or support for hardware failure due to the use of any third party vendor products. Spillman may in its discretion provide first-line support for third party software; if not, Spillman will refer Customer to the vendor of such software for resolution of support issues.

4.2 Any network failures or problems including, but not limited to, cabling, communication lines, routers, connectors, and network software.

4.3 Restoration and/or recovery of data files and/or the operating system. Spillman will, upon request of Customer and subject to its then-current fees for such services, use reasonable efforts to assist Customer in recovering lost data.

4.4 Any breach of warranty, damages to the Software or its database, data corruption, or support issues, security issues, or performance issues arising out of Customer's or a third party's use of the Utilities or any software not specifically licensed by Spillman to Customer for use in connection with the Software. Any assistance provided by Spillman in resolving such problems shall be charged to Customer on a time and materials basis. Additionally, any unauthorized use of the Utilities or other software in connection with the Software by Customer (or by a third party with Customer's knowledge) may result, at Spillman's sole option, in voidance of warranties, an increase in the annual maintenance and support fees under this Support Agreement, and/or loss of rights to upgrades under this Support Agreement.

4.5 Any damages to or problems with the Software or its database, data corruption, support issues, security issues, or performance issues arising from Customer's utilization of the "write" feature of the ODBC interface to write to or modify the database in any way.

4.6 Support for Software problems caused by Customer misuse, alteration or damage to the Software or Customer's combining or merging the Software with any hardware or software not supplied by or identified as compatible by Spillman, customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), or third party software or hardware malfunction.

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4.7 Supporting, configuring, maintaining, or upgrading the operating system, including, but not limited to, backups, restores, fixes, and patches.

4.8 Assistance with problems caused by operating system installation, configuration, errors, maintenance or repair, or using incorrect versions of the operating system.

4.9 Onsite service visits to Customer's facility.

4.10 Printers connected to the back of terminals/personal computers (commonly called pass-through printing) or network printers are not supported by Spillman.

Section 5: Obligations of Customer

5.1 Customer must maintain and provide, at no cost to Spillman, access to broadband internet connectivity for VPN connection purposes and a Cisco 1811 integrated services router and data set, or equivalent, connected directly to customer's network, with full access to the server (24 hours per day, 7 days per week) that is used with the Licensed Program as scheduled at a mutually-agreeable time with Customer's IT department.

5.2 A representative of Customer's IT department must be present when any onsite support is provided, as scheduled at a mutually-agreeable time with Customer's IT department. Customer agrees that if such representative is not present when the Spillman representative arrives on site, the Spillman representative shall notify an appropriate representative of Customer, if feasible, that there is no Customer IT representative present. If Customer's IT representative does not arrive within a reasonable time, no work will be performed and Customer will be charged for all expenses incurred and relating to the visit.

5.3 All communications between Customer and Spillman must be in the English language.

5.4 Customer is responsible for providing one or more qualified Spillman Application Administrators as described in Section 6. At least one authorized representative, as specified in Appendix 1, must be available at all times; however, after-hours availability is required only when and if Customer is requesting after-hours support from Spillman.

5.5 Customer is responsible for providing all network and server security.

5.6 Customer must provide Spillman with information sufficient for Spillman to duplicate the circumstances under which an Error in the Software became apparent.

Section 6: Spillman Application Administrator Requirements

6.1 The designated Spillman Application Administrator must be certified by Spillman within one year of the date of Customer's cutover to live operation of the Software ("Go-live"). The designated administrator must meet the following requirements in order to certify at the basic level:

6.1.1 Attend and participate in, and successfully pass the final written and practical examinations from the following courses within one hundred twenty (120) days of installation of the Software:

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i. System Introduction – Inquiry,
ii. System Introduction – Data Entry & Modification,
iii. If applicable, UNIX Fundamentals Training (AIX),
iv. Basic System Administration, and
v. Spillman training applicable for the Spillman applications used by Customer.

6.1.2 Pass the Basic SAA exam within one year after the agency's Go-live date.

6.2 Customer will be responsible for the costs of such training, including any course fees, travel, and lodging expenses.

6.3 Contact information for the Spillman Application Administrator(s) must be recorded in Appendix 1 of this Support Agreement. Appendix 1 must be signed by an authorized representative of Customer. Changes to the information recorded in Appendix 1 will require that a new Appendix 1 be completed, signed and filed with Spillman.

6.4 Requests for support services received by anyone other than an authorized agency representative as identified in the current Appendix 1 on file with Spillman, will be refused.

6.5 Each designated agency representative must be qualified to address, or have other support resources to address, without the aid of Spillman, all problems relating to hardware, software, or operating system not directly associated with the Software.

Commented [TC1]: Not sure if this needs to be modified to a Windows equivalent, or removed since we won't have UNIX

Commented [AD2R1]: It's irrelevant. This is just our standard language, UNIX has specific training, that's why it says if applicable. But you aren't getting UNIX so it doesn't apply.

Section 7: Fees and Charges

7.1 Customer shall pay Spillman the Support Fee, as set forth in Exhibit B: Purchased Products and Services, and any other charges or fees described herein. Spillman reserves the right to change its Support Fee, effective upon no less than 90 days prior written notice to Customer. Second-year level support fees, as referenced in Exhibit B: Purchased Products and Services, are charged beginning the day after the end of the Initial Support Term, as defined in Section 1.7. Additionally, adjustments to Support Fees may result from changes in (1) software prices, (2) number of software modules used, (3) an increase in Customer's size (as further described in Section 7.6) , (4) computer hardware, (5) Coverage Hours selected by Customer, or (6) violation of the restrictions set forth in Section 4.4 of this Support Agreement.

7.2 Spillman shall invoice Customer for annual Support Fees at the beginning of each contract year. In the event that additional billable work is performed, all billable charges and expenses will be invoiced to Customer at the beginning of the month following the month in which they accrued or were incurred. Customer shall pay the invoiced amounts immediately upon receipt of such invoices. Any amount not paid within thirty (30) days after the invoice date shall bear interest at the rate of eighteen (18) percent per year or the highest rate allowed by applicable law, whichever is less.

7.3 Customer shall be responsible for and agrees to pay the fees and charges incurred for procuring, installing, and maintaining all equipment, telephone lines, modems, communications interfaces, networks, and other products necessary to operate the Licensed Software.

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7.4 Customer agrees to pay additional charges according to the Spillman Fee Schedule for all work required by Customer and performed outside of Coverage Hours. These charges are applicable for any work performed outside of the Coverage Hours, upon customer request, REGARDLESS OF THE CAUSE, even if the requested work was reported and/or initiated during normal Coverage Hours.

7.5 Should Customer request onsite support services, Customer shall reimburse Spillman for all labor, travel, and related expenses incurred by Spillman in providing such support services.

7.6 Additional Support Fees may be required by Spillman if there is a significant increase in Customer's size with respect to use of the Software. An increase in size may arise either out of Customer's internal growth or out of a Host Agency/Shared Agency arrangement as described in Section 4.4 of the License Agreement, if applicable. Relevant factors include number of employees, number of dispatchers and/or number of jail beds. Payment of such additional Support Fees is due within one hundred and twenty (120) days of the date of the invoice for such fees. Such fees will be prorated, based upon the date during the contract year the increase in Customer's size occurred.

Section 8: Termination

8.1 This Support Agreement shall automatically terminate immediately upon termination of the License Agreement for any reason.

8.2 Either party may terminate this Support Agreement as follows:

8.2.1 If either Spillman or Customer provides a written notice to the other party, at least 90 days prior to the end of the then-current Support Term, of its intent to terminate this Support Agreement at the end of such Support Term; or

8.2.2 Upon 30 days prior written notice, if the other party has materially breached any provision of this Support Agreement and the offending party has not cured such breach within the 30-day notice period.

8.3 Following termination of this Support Agreement, Spillman shall immediately invoice Customer for all accrued fees, charges, and reimbursable expenses; and Customer shall pay the invoiced amount immediately upon receipt of such invoice.

Section 9: General

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

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

Customer: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Spillman Technologies, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

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Appendix 1
Authorized Agency Technical Representative(s)
Contact Information

See Section 6 of the Support Agreement for a description of representative responsibilities and authorized activities, including authorization for system changes and operation.

Name: _____

Work Phone: _____

Cell Phone: _____

Email: _____

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Exhibit B
Purchased Products and Services

Module	Price	# of user licenses included in price	Price per additional user license
System Core (Master Tables)	$61,409	1	$0
Imaging	$18,896	1	$0
GIS	$0	1	$0
Records Management System	$37,789	1	$0
Traffic Information	$11,338	1	$0
Pin Mapping	$11,338	1	$0
Comparative Statistics (CompStat)	$40,600	1	$0
Vehicle Impound	$5,670	1	$0
Sex Offender Tracking	$11,338	1	$0
Mobile Records	$14,438	1	$0
Mobile State and National Queries	$14,438	1	$0
Mobile Automated Field Reporting	$18,896	1	$0
Driver License Scanning	$5,670	1	$0
Personnel Management	$11,338	1	$0
Equipment Maintenance	$9,448	1	$0
Fleet Maintenance	$5,670	1	$0
Inventory Management	$5,670	1	$0
Total Price for Required Modules		**$283,946**	

Commented [TC3]: Is StateLink included somewhere else?

Commented [AD4R3]: Yes. But you need the mobile version as well to be able to run State/NCIC queries from the mobile devices. See WACIC/ACCESS Interface below.

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Check if Existing Interface	Interface	Price	# of licenses	Price per additional license
☒	IBR Reporting Interface	$22,675	1	$0
☒	Spillman Touch (Smartphone and Tablet Interface)	$18,896	1	$0
☒	StateLink (WACIC/ACCESS ~~Interface~~	$22,675	1	$0
☒	Spillman InSight (External System Queries Interface)	$11,338	1	$0
☒	~~Washington~~ XML Accidents and Citations (SECTOR Interface)	$22,676	1	$0
☒	CopLogic Interface	$5,670	1	$0
☒	LInX Data Warehouse Interface	$5,670	1	$0
☒	Tiburon CAD to Spillman RMS Interface	$16,959	1	$0
☒	Spillman Analytics	$5,600	1 Year	Annual Subscription
☒	CrimeMonitor Interface	$1,960	1 Year	Annual Subscription
☒	XML Law (FileOnQ Interface)	$11,338	1	$0
	Total Price for Required Interfaces		$145,457	

Formatted Table

Commented [TC5]: Is Mobile Voiceless CAD still required for this – and is this Spillman Touch?

Commented [AD6R5]: This is Spillman Touch. Typically Coiceless CAD is required. In your situation it really makes no sense, I was able to remove it.

Formatted Table

Commented [TC7]: Is this Spillman InSight?

Commented [AD8R7]: Yes.

Formatted Table

Commented [TC9]: Will this remain the annual price or will it go up after the first year?

Commented [AD10R9]: As with all annual maintenance or subscription pricing it is subject to change. Because it is Bair's ATAC Raids product it will be based on their (LexisNexis) increases which I believe is about a standard 4%, but that's up to them.

Legacy System	Price	Description
Justice RMS including related files	--	Data Conversion
Training Officer 2000 database	--	Data Conversion
Total Price for Required Interfaces	$47,650	

Project Management	
Total price for implementation project management	$24,875
Total price for software and hardware installation	$4,975
Total price for travel and per diem	Included

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Total Price for Implementation Services	$29,850

Training Services	
Total price for administrative training	Included
Total price for end user training	$59,700
Total price for Go-live assistance	Included
Total travel and per diem estimate	Included
Total Price for Training Services	Included

Unit	Price	Quantity	Extended Price
Driver License Scanning Hardware	$19,610	50	$19,610
Cisco Router	$950	1	$950
		Total Price for Hardware	**$20,560**

Support	Standard Business Hours	24/7 Support
First-year support (12 months)	$0	$247.50/Hour
Second-year support *	$61,580	$247.50/Hour

***Second-year support is estimated for planning purposes and is not included in this purchase.**

Prepaid Services	# of Units	Price
Annual User's Conference	2 Attendees	$1,800
Prepaid Training	1 Week	$8,500

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Inclusions	Price
Total Software/Interfaces	$429,403
Total Data Conversion	$47,650
Total Professional Services	$89,550
Total Hardware	$20,560
Total Support (first year included)	$0
Prepaid Services	$10,300
Total Taxes	$59,679
Grand Total	**$657,142**

Payment Terms

Payment Milestones	Payment %	Payment $
Due upon contract signing	20	$131,428.40
Completion of Pre-implementation Meeting	10	$65,714.20
Approval of formal project implementation schedule	10	$65,714.20
Installation of Spillman application software	10	$65,714.20
Completion of Project team training	20	$131,428.40
Completion of end user software training	20	$131,428.40
Completion of Go-live	10	$65,714.20
Total Paid	**100**	**$657,142**

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Exhibit C
Existing Interfaces – Technical Product Documents

The following interfaces are included as part of the Software licensed to Customer:

- CopLogic Interface
- Automated Export Utility (Linx Data Warehouse Interface)
- Tiburon CAD to Spillman RMS
- Washington StateLink
- XML Law
- XML Accidents and Citations (SECTOR Interface)

Spillman reserves the right to modify the functionality of the Software (including its interfaces) from time to time as it updates the Software.

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CopLogic XML Law Interface

Technical Product Description

Description

This interface allows CopLogic to send law incident data to the Spillman Database. When a law incident record in CopLogic is created or modified, CopLogic will generate an XML document containing the information and send it over a socket connection to Spillman to add or modify the record on the Spillman Law Incident table.

Requirements

General

This interface uses the DEx webapp. CopLogic pushes their data over to Spillman via a socket connection. DEx will be setup to accept incoming connections from CopLogic. This interface will work on all Spillman-supported operating systems.

Hardware

No specific hardware requirements.

Software

CopLogic

Spillman 4.6 or higher.

Documentation

No documentation is available.

Training

No training is available.

User Information

To create Spillman records, the interface receives XML data from the third-party software and imports it to the designated Spillman data fields. If fields in the third-party software are not mapped to the Spillman software, then the information in the third-party fields can be included in the Comments field in the Spillman record. This is accomplished through the third-party software by including unmapped information in the comments XML tag of the XML file.

SAA Information

The SAA will work with the Spillman Installation System Engineer to setup and configure this interface.

Maintenance Information

Annual maintenance is required.

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Automated Export Utility (Linx Data Warehouse Interface)

Technical Product Description

Description

The Automated Export Utility was developed to give agencies the ability to export data from their database automatically and in a granular fashion. The export is highly definable by the SAA (Spillman Applications Administrator) in terms of tables, fields and even data in those fields to include or exclude in the export. The SAA also determines the location on the Spillman server or SFTP server to which the text files are exported. Once the files have been sent to the designated location they are available for pickup by a third party or other application utilizing the data.

The Automated Export Utility was developed specifically for data warehousing. As such, it does ***not*** just send data from the last export; rather it exports ***all*** records in the tables defined in the export configuration and saves them in a specified directory, replacing the files from the last export. Therefore, it only stores the newest files from the most current export. The Export Utility is set to a cron timer which is configured to run the export however frequent is needed.

There are several data warehouse companies utilizing the Automated Export Utility and a specific export configuration has been saved for these specific companies. The names of those companies or programs are: RAIN, LINX, and CopLink.

Requirements

General

- A general understanding of delimited text files and .tar files is helpful if an agency is going to use the Export Utility for general use. If the RAIN, LINX, or CopLogic Interface(s) are purchased, a Spillman Installations Technician will install the Export Utility with the specific configuration for the purchased program.

  To configure the Automated Export Utility, a text file is modified which stores all the settings for the export. There is no user interface. An SAA must be comfortable modifying text files with the appropriate syntax to operate the Automated Export Utility

- SAA certification is highly recommended. . A UNIX or Windows cron will need to be set up which controls when the Export Utility runs. This requires the training and a technical understanding of a certified SAA. If one of the before mentioned programs is purchased, the Spillman Installation Technician will set up the Cron.

Hardware

- Standard Spillman Hardware requirements apply. No new hardware is needed for the Automated Export Utility to function.

- The Export Utility is supported on both a Windows and UNIX server.

Software

- Spillman Version 4.6 +.

  Note: Photos can be exported in version 4.6 but is not available for version 6.1 +.

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- Automated Export Utility must be purchased and installed on the Spillman Server.

Documentation

- **Automated Export Utility Configuration Set Up** – This document explains how to modify the configuration file to manage what information is exported from the Spillman database.

Training

- No training is available for the Automated Export Utility.

SAA Information

Below is an overview of the granularity of the configuration file setting up the export utility.

1. Configuration File Location – The SAA has two options for storing the configuration file which tells the Export Utility what data to dump out.

   1.1. Text file on the ~~UNIX~~ file system – If this route is chosen, then the configuration file can never be saved by an editor that doesn't preserve long lines. For example the Spillman Summit editor or wemacs doesn't preserve long lines.

   1.2. An apparam Entry – Create a new apparam record. Use descriptive and unique names for the Name and Description. Then in the Value field, copy and paste a complete valid configuration file. From that point on, the SAA can manage or modify the export utility through apparam and the Summit editor like other Spillman configuration items.

   Using the Summit editor to modify the configuration can be done but because it doesn't preserve long lines, the lines will need to be broken on word boundaries and make sure that leading whitespace is entered to show lines are continuing from one physical line to another. If the Summit editor won't allow entering a leading space on a line, then just hit "space" until the spaces from the previous line spill down onto the next line, pushing the words over so they appear with a leading space.

2. Global Settings

   2.1. ShowTableNameOnHeaderLine – Show or not show table name.

   2.2. LineEndingTransformation – Allows the SAA to determine the characters used for new lines or linefeeds. If the program picking up the text file is using SQL or HTML or whatever other program to use the text files, the line breaks or linefeeds will already be in place.

   2.3. DefaultDelimiter – Chose a default delimiter. If this parameter is set, a delimiter for each table without a specified delimiter will use this delimiter.

   2.4. VerboseLogging – Used for debugging purposes if more detail is needed the default logging settings.

   2.5. DontSendMail – Turns of emailing when Export Utility runs.

   2.6. MailMessageReceivers – Lists the ~~UNIX~~ users who should receive email every time the export runs.

Commented [TC11]: Windows?

Commented [TC12]: Windows?

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2.7. SetPriority – Sets the priority of processing the export. For one CPU systems or small CPU systems, this allows the system to run the export when other higher priority processes are done being processed.

2.8. ConfidentialityStartMarker – Allows SAA to exclude information from a Spillman text field.

2.9. ConfidentialityEndMarker – Allows SAA to exclude information from a Spillman text field.

2.10. ConfidentialityReplacementStatement – Allows SAA to put a statement in place of confidential information redacted from section 2.8 and 2.9.

2.11. UseIndex – Allows to dump records out using an index value.

3. Table Set Up

3.1. Table – Chose table.

3.2. Fields – Chose fields.

3.3. Delimiter – Chose a delimiter

3.4. Export – Specify the directory path and name of file

3.5. SystemName – Name of the specific export. This allows an agency using multiple exports to distinguish between them.

3.6. Debug – Causes the system to notify the mailreceivers when an accept/reject occurs.

3.7. Filtering – Set up rules using 'Regular Expressions' to include or exclude data from the export.

4. File Management & Transfer Settings

4.1. PostCommand – Additional text scrubbing could be done or gzip commands to reduce the size of the files.

4.2. DataFileSourceInfo – Specifies which files to put into the data tar file.

4.3. DataTarFileName – Name the tar file.

4.4. ImageTarFileName – Name of tar file where images will be stored. This is only a feature of Spillman version 4.6.

4.5. FileTransferCommand – Command to execute a transfer of the files to another system, ex. SFTP.

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Tiburon CAD Interface

Technical Product Description

Description

The Tiburon CAD Interface imports Tiburon CAD records into the Spillman RMS via File Transfer Protocol (FTP). File transfer can be initiated either from Tiburon or configured to retrieve the files from an FTP/SFTP server. This is not a CAD 2 CAD interface.

Requirements

General

Tiburon CAD Interface will work with Windows, AIX, and Linux, and once set up and configured requires no special requirements.

Hardware

No specialized hardware is needed aside from the server running the Spillman software and to be using the Tiburon CAD software.

Software

- Spillman 6.2 and higher.

Documentation

- PMD from Accelerant is available.

Training

No training available.

User Information

When the record is imported from Tiburon it will create a Law record in Spillman. Users can then go in and make updates as needed.

Maintenance Information

Any support and maintenance services, updates, versions, or new releases shall be contracted under a separate agreement between Accelerant Group and Client. These services are limited to the following:

- Updates required to accommodate new data structures in the Tiburon or Spillman systems

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Washington StateLink

Technical Product Description

StateLink Version: 1.0 and 2.0
Executable: wapi.jar (Jar) ***More than on PI?
Protocol: TCP/IP, 3780 Bisync/Telamon
Operating System: AIX, Linux, Windows
Interface Standard: specific to Washington
Delivery Package: Installation Package available
NCIC 2000 Standard: Yes.
Displays Images in Returns: Photos
Voice: 1.0 – Yes, 2.0 - No
Highlight: 1.0 – Yes, 2.0 - No
Form Population: 1.0 – Yes, 2.0 - No

*For transactions available for Whitcom, see WASHINGTON-IDAHO.
* Note that StateLink 1.0 and 2.0 are installed as a full solution at this time. This will be the case until the state is ready for Spillman to write an entire 2.0 StateLink package.

The Washington PI allows you to send transactions from the Spillman software and from Mobile.

Washington transactions available from Mobile

State queries available from Mobile	
• Boat Registration queries	• Stolen Boat queries
• Driver's License queries (produces photo responses)	• Stolen Vehicle queries
• Gun queries	• Vehicle Registration queries
• Stolen Article queries	• Wanted Person queries

Local queries available from Mobile	
• Boat queries	• Property queries
• Name queries	• Vehicle queries

Washington transactions available from the Spillman software

Transaction type	Screen command line access	Screen name	Message key(s) sent
Administrative	AM	Administrative Messages	AM
	FREE	Free Form	FREE
	SM	System Memo	AM
	SMF	System Memo Format	FREE1
	YQ	Hit Confirmation Request	YQ

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Transaction type	Screen command line access	Screen name	Message key(s) sent
	YR	Hit Confirmation Response	YR
	NDN	NIC's Denial	NDN
	NDO	NIC's Denial Overturn	NDO
	NICS	NIC's Immigration Alien Query	IAQ
	NLN	NIC's Delayed Notification & Proceed Notification	NLN, NPN
	SM	System Memo	AM
	SMA	System Memo	AM
	SMF	System Memo Free Format	FREE1
Articles	CA	Clear Article	CAA, CAS, CAR, CAP
	EA	Enter Article	EAS, EAR, EAP, EASN, EAAN
	LA	Locate Article	LAS, LAA
	MA	Modify Article	MAA, MAS, MAR, MAP
	QA	Query Article	QA

Washington transactions available from the Spillman software (continued)

Transaction type	Screen command line access	Screen name	Message key(s) sent
	XA	Cancel Article	XAA, XAP, XAR, XAS
Boats	CB	Clear Boat	CBS
	EB	Enter Boat	EBS, EBS1, EBSA, EBSF, EBSP
	LB	Locate Boat	LBS
	MB	Modify Boat	MBS
	QB	Query Boat	B, BH, BQ, BR
	XB	Cancel Boat	XBS
Boat Safety Education	BC	Query by Boater Education Card Number	BC
	BC	Query by Boater's Name and DOB	BI
CLIF	EC	Enter CLIF	EAL, EALS, EBL, EBLS, EVL, EVLS
Criminal History	QH	Query History	QH, QWH
	QI	Query State ID	QI
	QR	Rap Sheet	QR

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Transaction type	Screen command line access	Screen name	Message key(s) sent
	ESKA	Enter Sex/Kidnap Address Change	ESKA
Detainer	EDW	Enter Detainer	EDW
	EDW	Cancel Detainer	XDW
Driver's License	DQ	Query Driver's License	DW, QW, QWH, QWO, W, DQ Photo
	DQCAD	Washington Sate Crime Information Center (WACIC) Driver License Inquiry from CAD	QWH, QR, W, QR, QH, D, DQ, FN, K, P, CF, QPO, DQ Photo
	KQ	Query Driver's History	K, KQ
	NMCAD	Query Driver's License from CAD	D, DQ, DW
Gangs	QN	Query Gang	QGG
Guns	CG	Clear Gun	CGS, CGM, CGF, CGP, CGR
	EG	Enter Gun	EGF, EGFP, EGS, EGSP, EGM, EGMP, EGP, EGR
	LG	Locate Gun	LGF, LGS, LGM
	MG	Modify Gun	MGF, MGS, MGM, MGP, MGR
	QG	Query Gun	QG, F
	XG	Cancel Gun	XGF, XGP, XGM, XGR, XGS
Missing Persons	CM	Clear Missing Person	CM
	EM	Enter Missing Person	EMD, EMDC, EME, EMEC, EMI, EMIC, EMJ, EMJC, EMO, EMOC, EMV, EMVC
	EN	Enter Supplemental Data	EMN, EN, XMN, XN, XUN
	LM	Locate Missing Person	LM
	MM	Modify Missing Person	MM

Washington transactions available from the Spillman software (continued)

Transaction type	Screen command line access	Screen name	Message key(s) sent
Missing Persons	QNP	Query Missing Person (Federal	CF, D, DQ, FN, GV, K, P,

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Transaction type	Screen command line access	Screen name	Message key(s) sent
(continued)		& State Fire License can be queried on)	QH, QN, QPO, QR, QWH, W, QNP
	QP	Query Missing Person	CF, D, DQ, FN, K, P, QH, QN, QNP, QPO, QR, QWH, W, DQ Photo
	CP	Canadian Person Query	UQ, WQ
	XM	Cancel Missing Person	XM, XMA
Protective Order	ER	Enter Protective Order	EPO, EPOC
	MR	Modify Protective Order	MPO
	MI	Modify Person of Interest	MIP
	XI	Cancel Person of Interest	XIP
Person of Interest	EI	Enter Person of Interest	EIP, EIPC
Restraining Order/Protection	SR	Serve Protection Order	SPO
	XR	Cancel Protection Order	XPO
Securities	CS	Clear Security	CSM, CSSM
	ES	Enter Security	ESM, ESSM
	LS	Locate Security	LSM, LSSM
	MS	Modify Security	MSM, MSSM
	QS	Query Security	QS, S
	XS	Cancel Security	XSM, XSSM
Stolen Vehicles	CV	Clear Vehicle	CVI, CVS, CVW
	CAV	Canadian Vehicle Query	XQ, VQ
	CLS	Clear License Stolen	CLS
	EV	Enter Vehicle	EVI, EVIP, EVR, EVS, EVSA, EVSF, EVSP, EVW, EVWA, EVWF, EVWP
	EP	Enter Part	EPP, EPR, EPS, EPSP
	LV	Locate Vehicle	LVS, LVW
	MV	Modify Vehicle	MVI, MVIP, MVR, MVS, MVW
	QV	Query Vehicle	QVC, RQ, RV, QV
	VHCAD	Query Vehicle License from CAD	QL, RQ, RV
	XV	Cancel Vehicle	XVI, XVIP, XVR, XVS, XVW

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Washington transactions available from the Spillman software (continued)

Transaction type	Screen command line access	Screen name	Message key(s) sent
Stolen License Plate	EL	Enter License Stolen	ELS, ELSA, ELSF, ELSP, MLSA, MLSF, MLSP, LLS, LLSA, LLSF, LLSP, LLSF, CLS, CLSA, CLSF, CLSP, XLS, XLSA, XLSF, XLSP
	LLS	Locate License Stolen	LLS
	ML	Modify License Stolen	MLS
	XLS	Cancel License Stolen	XLS
Abandon/Sold Vehicle	AV	Query Abandon or Sold Vehicle	AVL, AVV
Vehicle Registration	RQ	Query Vehicle Registraton	QV, RQ, RV
	RQCAD	CAD Vehicle Registration Inquiry	QV, QVC, RQ, RV
Warrants	CW	Clear Warrant	CTF, CWF, CWJ, CWW
	EW	Enter Warrant	EWF, EWFC, ETF, ETFC, EWW, EWWC, EWJ, EWJC, EN, ENS, ENW, EDW
	LW	Locate Warrant	LTF, LWF, LWJ, LWW
	MW	Modify Warrant	MTF, MWF, MWJ, MWW
	QW	Query Warrant	DW, QW, QWH, QWO, W
	XW	Cancel Warrant	XTF, XWF, XWJ, XWW
State Index Display	DP	Query Index	QDP
	DP	Enter Index	EDP
	DP	Modify Index	MDP
	DP	Query Supplemental Index	SDP
	DP	Cancel Index	XDP
State Index Display			
System Message	Sm430	System Message 430	AM

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XML Law Interface

Technical Product Description

Description

Part of Spillman's XML Interface System includes the Law Incident Interface. The Law Incident Interface allows agencies to easily populate information from third-party software applications into the Spillman database. The interface allows information from third-party software to send law incident data to the Spillman Database. Upon completing the information in the third-party software, the interface will generate an XML document containing the information, and import the data into the Spillman database.

When a law incident record is created or modified in the third-party software, the interface will add or modify a record in the Spillman Database.

There are two methods for the third-party software to transfer the XML data to the Spillman Server.

1. XML file drop from third-party software
    a. The correctly formatted XML file is placed in a folder.
        - The Spillman server must have access to read and delete files from the directory.
    b. A script launched by a cron job loads the file into the Spillman XML Import Interface.
    c. No success/fail message is sent; instead the following occurs:
        - Successfully sent files are deleted from the folder.
        - Unsuccessfully sent files are left in the folder.
2. Socket Connection from third-party software
    a. The third-party software makes a socket connection to the Spillman Interface.
        - The API for the socket connection is available upon request.
    b. The third-party sends the correctly formatted XML file across the socket connection.
    c. The Spillman Interface replies with a success/fail message as well as the unique key of the records that were added or updated.

The method of transfer is determined by the third-party vendor and the agency and then the method which was chosen is communicated to Spillman so that the installation of the interface can be configured.

Note: The XML file format for the interface is available upon request.

Requirements

General

- General requirements for using the third-party software and interface apply.
- General requirements for Spillman software apply.
- Supported server OS platforms: UNIX~~(~~, Linux, or Windows~~not Windows)~~

Commented [TC13]: Not sure what to do about this one since it specifically says not Windows

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Hardware

- Hardware requirements for using the third-party software and interface apply.
- Hardware requirements for Spillman software apply.

Software

- Software requirements for using the third-party software and interface apply.
- Software requirements for Spillman software apply.
- Either transfer method:
  - Socket connection between the third-party software and the Spillman server
  - XML file drop in a folder that the Spillman server has access to.

Documentation

- There is an XML Interface System Support Package available to third parties for development purposes. This is available through the customer's Spillman Account Manager.

Training

- No training available

User Information

To create Spillman records, the interface receives XML data from the third-party software and imports it to the designated Spillman data fields. If fields in the third-party software are not mapped to the Spillman software, the information in the third-party fields can be included in the **Comments** field in the Spillman record. This is accomplished through the third-party software by including unmapped information in the comments XML tag of the XML file.

Creating records from accident or citation/warning data

When the interface receives a data transfer for an accident or citation/warning from the third-party software, it searches the appropriate **Accident Number, Citation Number** or **Warning Number** field in the database for matching numbers. If the interface finds a matching number, it updates the existing record with the information from the third-party XML record. If a matching number does not exist, a new record is created in the appropriate table using the logic as follows:

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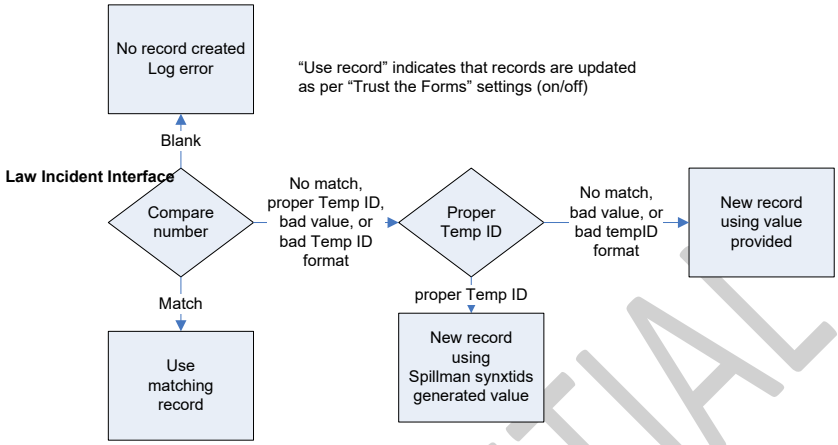
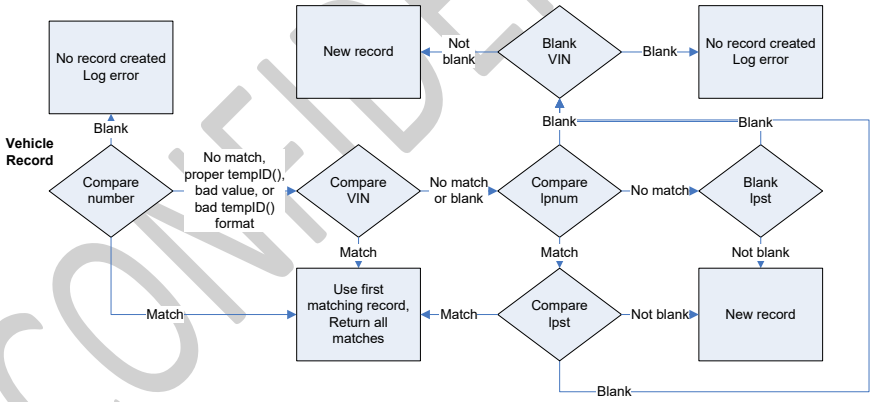


It then searches the appropriate Spillman Name or Vehicle table for matching data using the Spillman duplicate searching logic as follows:



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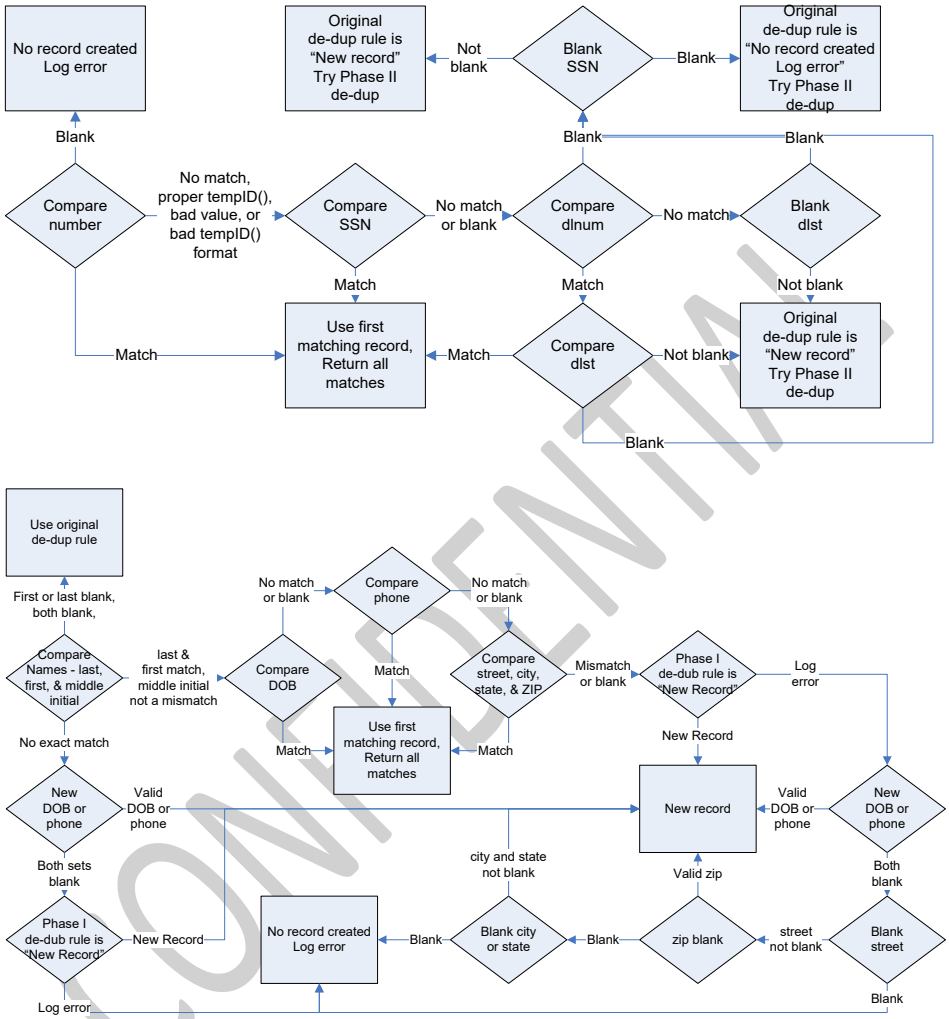

The interface then links the law incident to the new or existing Spillman Name or Vehicle record.

The "Trust the Form" option is what tells the interface what data to keep as the information of record. If there is data in the Spillman field and the third-party data does not match, this option determines which data is stored in the field and which data is recorded in the comments field.

1. "Trust the Form" option **OFF**:
    a. If a Spillman field contains data, and the XML file contains different data,
        i. The data from the corresponding third-party field will be documented in the comments field.

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ii. If a Spillman field is blank, the interface enters the data from the corresponding third-party field into the blank Spillman field.

2. "Trust the Form" option **ON**:
   a. If a Spillman field contains data and the XML file contains different data.
      i. The data from the Spillman field will be moved to the comments field.
      ii. The data from the corresponding third-party field will replace the existing data in the Spillman field.
   b. If a Spillman field is blank the interface enters the data from the corresponding third-party field into the blank Spillman field.

.

Note: Name records *nmhistory* and Vehicle records *vhmhist* are updated with the appropriate information

If the software finds more than one matching record, the software assumes that the first record is the primary record and that any other records are duplicates. When duplicates are found, the software updates the first matching record it finds and makes a log entry containing the list of potential matching records. If the third-party is connected using a socket connection, the list of potential matching Name records is also sent with the success/fail message.

SAA Information
Setting up the third-party Interface

Before you can use Spillman's law incidents Interface, you must:

- Have a ~~UNIX~~ server to run the Spillman software.
- Have the third-party software installed.
- Determine if the "Trust the Form" option will be on or off.
- File drop method:
  - Set up a directory in which the third-party software can deposit the XML data.
    - The Spillman server must have read and delete access to the files.
    - The agency is responsible for network connectivity between the Spillman server and the third-party computer.
    - The agency is responsible for the transfer of the file to the directory whether by FTP, direct access writes, etc.
  - A cron~~tab entry in UNIX~~ or a scheduled task that runs the data transfer script.
    - Spillman Technologies recommends that you set up a ~~*crontab*~~ *cron or scheduled task* entry that runs the data transfer scripts on a regular basis, such as once a day, depending on your agency's needs.
- Socket connection method:
  - Determine the socket connection port to utilize (default 9999).

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        - The agency is responsible for providing network security for that port.
        - The agency is responsible for network connectivity between the Spillman server and the third-party computer.
    - The third-party must be able to make a valid socket connection and send the XML data correctly formatted to one of the Spillman XML Import Interfaces.

The Spillman Installation or the Spillman Support department set up the XML server for the interface using the port and "Trust the Form" option setting selected above.

Maintaining the third-party Interface

After the interface transfers the data from the third-party software to the Spillman software, a user or SAA should perform the following tasks:

- Validate the data transferred to the Spillman tables, and add any additional information that is necessary.
- Review the log file. The log file provides information on the status of the data transfer. If you find any errors, contact Spillman Customer Support for help with correcting them.

  You can set up the software to send an email message to notify users when errors occur. Use the MAILADM environment variable to determine who is notified about errors.
- Delete or back up the log file after making corrections. If you do not delete or back up the log file, it becomes increasingly large.

The Spillman Installation department performs the initial setup and installation of Spillman's Field-based Reporting Interfaces. However, you might need to start and stop the interface for maintenance and troubleshooting. Use *dstart* and *dstop* or the Daemon Manager screens (*sydaemon* and *sydgmg*) to start and stop the interface.

Setting the MAILADM environment variable

The MAILADM environment variable determines who receives email notification of errors that occur when information is transferred from the third-party interface to the Spillman software. When setting the MAILADM environment variable, use commas to separate the email addresses.

Setting up the interface on the Spillman server

Follow the directions given in the Tomcat Application Manager Support Package to ensure the appropriate WAR files are deployed for the Law Incident Interface.

Implementation Task List

1. Install or be upgraded to Summit 4.6 or greater.

2. Deploy WAR files for Law Incident Interface. Call Spillman Support for assistance if assistance is needed.

3. Third party develops interface and tests with Spillman's test server. Specifications for the test server are available in the Support Package for third parties.

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4. Upon test completion, interface is deployed live at Spillman site for go live and any additional testing.

Maintenance Information

The XML Interface System has little maintenance. The deployment and starting and stopping of the specific interfaces within the Interface System are handled at the file layer. The XML Interface does not need to be started and stopped if an error occurs. The specified WAR file for the Law Incident Interface will just need to be stopped and restarted, in some cases redeployed, if an error occurs. If there are additional problems, Spillman Support will need to be contacted for assistance.

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XML Accidents and Citations (SECTOR Interface)

Technical Product Description

Description

Spillman's Accidents and Citations Interfaces allow agencies to easily populate information from third-party software applications into the Spillman database. Officers working in the field can use third-party software to record accident and/or citation data. Upon completing the information in the third party software, the interface will generate an XML document containing the information, and import the data into the Spillman database.

Each time a user creates an accident or citation/warning record in the third-party software, the interfaces can be configured to create the following in the Spillman software:

- Accident Forms Interface
  - A new or updated Accident record
  - New Name records with system involvements, or system involvements between the Accident record and existing Name records
  - New Vehicle records with system involvements, or system involvements between the Accident record and existing Vehicle records
- E-Citations Interface
  - A new or updated Citation or Warning record
  - A new Name record with a system involvement, or a system involvement between the Citation or Warning record and an existing Name record
  - A new Vehicle record with a system involvement, or a system involvement between the Citation or Warning record and an existing Vehicle record

There are two methods for the third-party software to transfer the XML data to the Spillman Server.

3. XML file drop from third party software
   a. The correctly formatted XML file is placed in a folder.
      - The Spillman server must have access to read and delete files from the directory.
   b. A script launched by a cron job loads the file into the Spillman XML Import Interface.
   c. No success/fail message is sent; instead the following occurs:
      - Successfully sent files are deleted from the folder.
      - Unsuccessfully sent files are left in the folder.
4. Socket Connection from third-party software
   a. The third-party software makes a socket connection to the Spillman Interface.
      - The API for the socket connection is available upon request.
   b. The third-party sends the correctly formatted XML file across the socket connection

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c. The Spillman Interface replies with a success/fail message as well as the unique key of the records that were added or updated.

The method of transfer is determined by the third-party vendor and the agency and then the method which was chosen is communicated to Spillman so that the installation of the interface can be configured.

Note: The XML file format for each interface (Accident Forms or E-Citations) is available upon request.

Requirements

General

- General requirements for using the third-party software and interface apply.
- General requirements for Spillman software apply.
- Supported server OS platforms: UNIX~~(~~, Linux, or Windows~~not Windows)~~

Commented [TC16]: Another Unix not Windows issue

Hardware

- Hardware requirements for using the third-party software and interface apply.
- Hardware requirements for Spillman software apply.

Software

- Software requirements for using the third-party software and interface apply.
- Software requirements for Spillman software apply.
- Either transfer method:
  - Socket connection between the third-party software and the SPILLMAN server
  - XML file drop in a folder that the Spillman server has access to

Documentation

- There is an XML Interface System Support Package available to third parties for development purposes. This is available through the Customer Spillman Account Manager.

Training

- No training available

User Information

To create Spillman records, the interface receives XML data from the third-party software and imports it to the designated Spillman data fields. If fields in the third-party software are not mapped to the Spillman software, the information in the third-party fields can be included in the **Comments** field in the Spillman record. This is accomplished through the third-party software by including unmapped information in the comments XML tag of the XML file.

Creating records from accident or citation/warning data

When the interface receives a data transfer for an accident or citation/warning from the third-party software, it searches the appropriate **Accident Number, Citation Number** or **Warning Number** field

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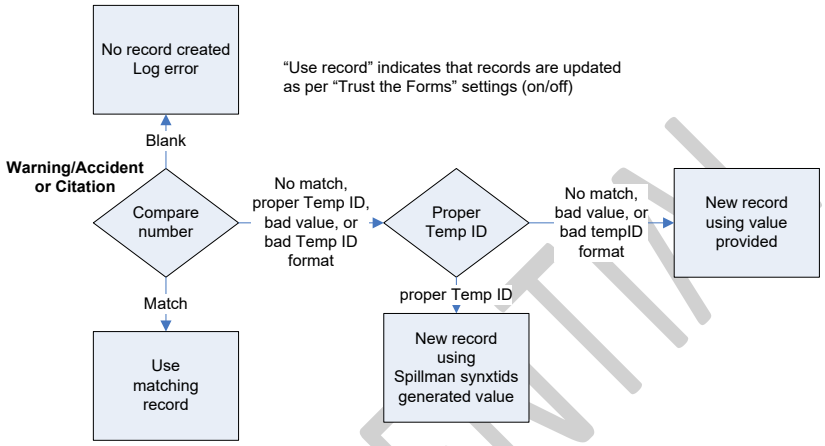
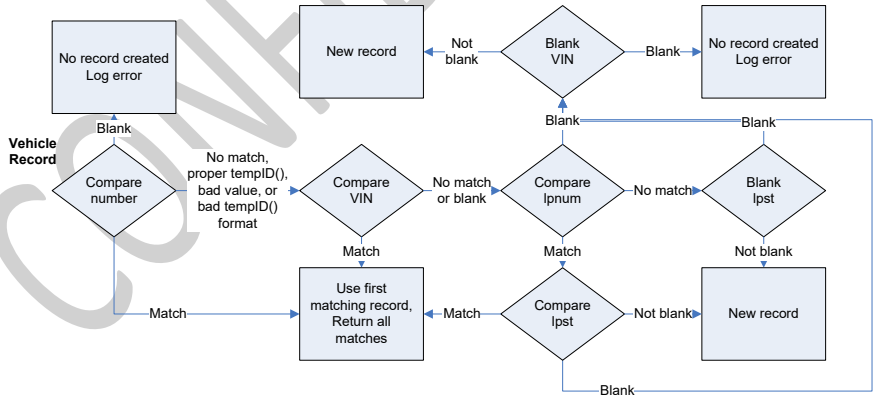
in the database for matching numbers. If the interface finds a matching number, it updates the existing record with the information from the third-party XML record. If a matching number does not exist, a new record is created in the appropriate table using the logic as follows:



It then searches the appropriate Spillman Name or Vehicle table for matching data using the Spillman duplicate searching logic as follows:



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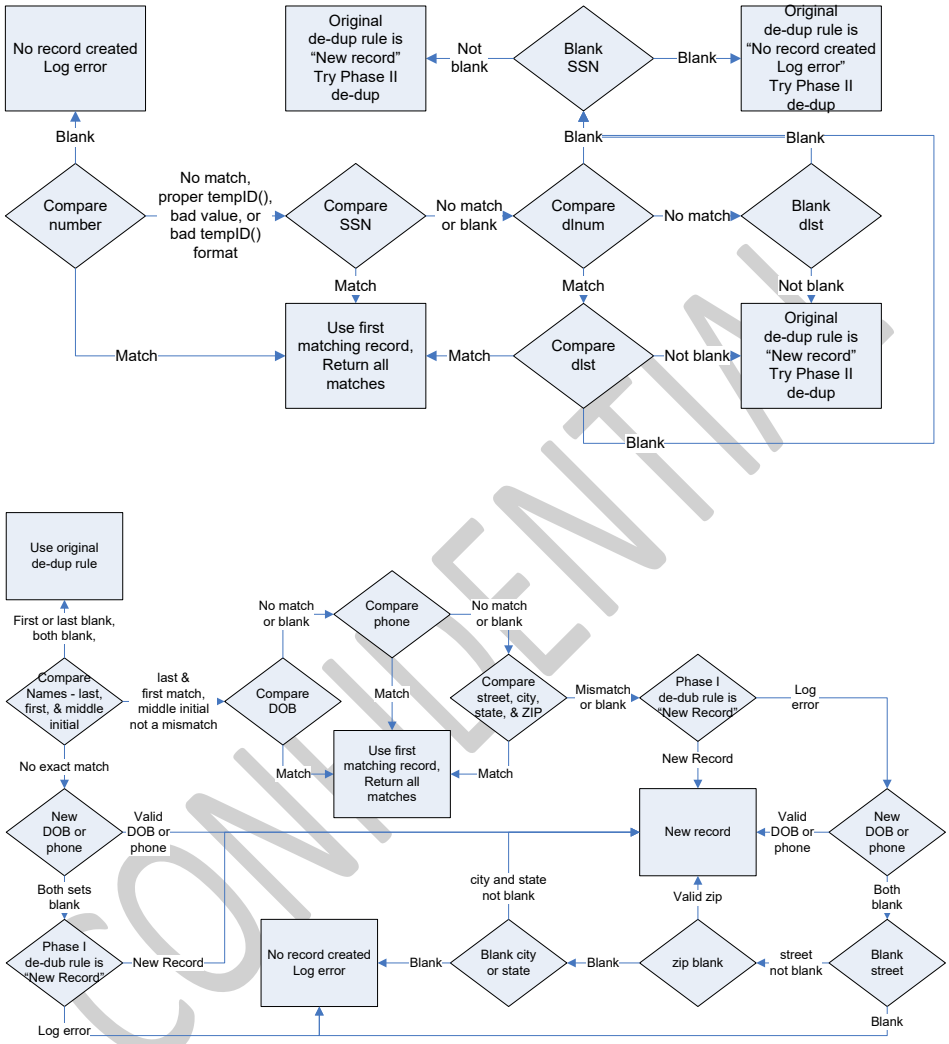

The interface then links the Accident, Citation, or Warning to the new or existing Spillman Name or Vehicle record.

The "Trust the Form" option is what tells the interface what data to keep as the information of record. If there is data in the Spillman field and the third-party data does not match, this option determines which data is stored in the field and which data is recorded in the comments field.

3. Trust the form option **OFF**:

    a. If a Spillman field contains data, and the XML file contains different data,

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i. The data from the corresponding third-party field will be documented in the comments field

ii. If a Spillman field is blank, the interface enters the data from the corresponding third-party field into the blank Spillman field

4. Trust the form option **ON**:
   a. If a Spillman field contains data and the XML file contains different data
      i. The data from the Spillman field will be moved to the comments field.
      ii. The data from the corresponding third-party field will replace the existing data in the Spillman field.
   b. If a Spillman field is blank the interface enters the data from the corresponding third-party field into the blank Spillman field.

.

Note: Name records *nmhistory* and Vehicle records *vhmhist* are updated with the appropriate information

If the software finds more than one matching record, the software assumes that the first record is the primary record and that any other records are duplicates. When duplicates are found, the software updates the first matching record it finds and makes a log entry containing the list of potential matching records. If the third-party is connected using a socket connection, the list of potential matching Name records is also sent with the success/fail message.

SAA Information

Setting up the third-party Interface

Before you can use Spillman's Accidents and Citations Interfaces, you must:

- Have a ~~UNIX~~ server to run the Spillman software.
- Have the third-party software installed.
- Determine if the "Trust the Form" option will be on or off.
- File drop method:
  - Set up a directory in which the third-party software can deposit the XML data.
    - The Spillman server must have read and delete access to the files
    - The agency is responsible for network connectivity between the Spillman server and the third party computer
    - The agency is responsible for the transfer of the file to the directory whether by FTP, direct access writes, etc.
  -
  - A cron~~tab entry in UNIX~~, or scheduled task that runs the data transfer script

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        - Spillman Technologies recommends that you set up a cron~~tab entry~~ or scheduled task that runs the data transfer scripts on a regular basis, such as once a day, depending on your agency's needs

- Socket connection method:
    - Determine the socket connection port to utilize (default 9999)
        - The agency is responsible for providing network security for that port
        - The agency is responsible for network connectivity between the Spillman server and the third-party computer
    - The third-party must be able to make a valid socket connection and send the XML data correctly formatted to one of the Spillman XML Import Interfaces

The Spillman Installation or the Spillman Support department set up the XML server for the interface using the port and "Trust the Form" option setting selected above.

Maintaining the third-party Interface

After the interface transfers the data from the third-party software to the Spillman software, a user or SAA should perform the following tasks:

- Validate the data transferred to the Spillman tables, and add any additional information that is necessary.
- Review the log file. The log file provides information on the status of the data transfer. If you find any errors, contact Spillman Customer Support for help with correcting them.

  You can set up the software to send an email message to notify users when errors occur. Use the MAILADM environment variable to determine who is notified about errors.
- Delete or back up the log file after making corrections. If you do not delete or back up the log file, it becomes increasingly large.

The Spillman Installation department performs the initial setup and installation of Spillman's Field-based Reporting Interfaces. However, you might need to start and stop the interface for maintenance and troubleshooting. Use *dstart* and *dstop* or the Daemon Manager screens (*sydaemon* and *sydgmg*) to start and stop the interface.

Setting the MAILADM environment variable

The MAILADM environment variable determines who receives email notification of errors that occur when information is transferred from the third-party interface to the Spillman software. When setting the MAILADM environment variable, use commas to separate the email addresses.

Setting up the interface on the Spillman server

Follow the directions given in the Tomcat Application Manager to ensure the appropriate WAR files are deployed for the Accidents and Citations Interfaces.

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Implementation Task List

1. Install or be upgraded to Summit 4.6 or greater.

2. Deploy WAR files for Accidents and Citations. Call Spillman Support for assistance if assistance is needed.

3. Third party develops interface and tests with Spillman's test server. Specifications for the test server are available in the Support Package for third parties.

4. Upon test completion, interface is deployed live at Spillman site for go live and any additional testing.

Maintenance Information

The XML Interface System has little maintenance. The deployment and starting and stopping of the specific interfaces within the Interface System are handled at the file layer. The XML Interface does not need to be started and stopped if an error occurs. The specified WAR file for Accidents or Citations will just need to be stopped and restarted, in some cases redeployed. If there are additional problems, Spillman Support will need to be contacted for assistance.

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Exhibit D
Data Conversion – Scope of Work

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Project Name: **Tukwila PD Data Conversion** **date:** **10/26/2015**

This Statement of Work sets forth the roles and responsibilities, assumptions, scope, constraints (with an estimated schedule TBD) that will govern the project detailed below. The content of this document is intended to provide framework for the project processes to ensure mutual understanding, clear expectations and successful results.

Primary Points of contact:

Spillman:	_____,	_____,	_____@spillman.com
White Box:	Nikki Huff,	801.386.5013 Ext. 5012,	nikki.huff@whiteboxt.com
Tukwila PD :	_____,	_____,	_____

PERIOD OF PERFORMANCE: 10/25/15-12/31/16

PROJECT SUMMARY: Full conversion of legacy RMS and Training Databases (Custom Micro), (Sierra Pacific Software), for use in Spillman. According to the availability and completeness of the source data and available Spillman target modules, all of the fields and tables within the various functional areas will be populated to the fullest extent possible as outlined below.

Roles and responsibilities:

Spillman

- Implementation Manager
  - Work to facilitate sign off of Table Mapping Document, adherence to schedule, and issue resolution
  - Inform White Box of issues impacting conversion
  - Load converted data into target database for customer testing and delivery
  - Report conversion issues to White Box in a timely manner following a delivery, including necessary details to research and resolve
- Application & Database Subject Matter Expert
  - Cooperate with White Box to provide prompt assistance answering technical questions
  - Review and sign off on Table Mapping Document

Tukwila

- Legacy System Subject Matter Expert and IT Support
  - Work with White Box to retrieve data and layout information from legacy system in a usable format
  - Inform White Box of issues impacting conversion
  - Ensure prompt and accurate delivery of source data for mock and final data extraction
  - Promptly answer technical and/or business operation questions
  - Review, provide feedback and approve Table Mapping Document and mock conversion per schedule
  - White Box will provide an online code mapper utility for Tukwila's use to provide, generate and validate code maps for use in the conversion

White Box

- Project Manager
  - Manage project scope, schedule, and performance
  - Coordinate conversion activities with Spillman
  - Work with Spillman to resolve issues
- Analyst
  - Work with Spillman and Tukwila to develop the conversion rules and resolve issues identified during mock(s) and final conversion
- Engineer
  - Retrieve and prepare source data and setup other applicable systems
  - Build, test, run conversion and deliver converted data

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Assumptions and Constraints:

- This project includes three mock conversions and a final conversion for one go live, consisting of the source data provided to White Box Technologies. Data must be in either a CSV, flat files with table header layouts or in a portable (e.g. SQL) format
- Spillman will provide the code tables populated with Tukwila data in a timely manner to support the data mapping and conversion
- Images and/or file attachments are included with this conversion
- A project schedule will be developed and mutually agreed to during the initiation of this project. Any delay in the delivery of milestones or related sub-steps to the schedule, which is the responsibility of Spillman or Tukwila, can result in a day-for-day delay in subsequent milestones that White Box is responsible for. If delays cause the project to extend beyond the Period of Performance, a postponement fee of 10% of the work order price for reallocation may be charged. (The period of performance begins from the inception of the project to 30 days after the scheduled go live).
- Following a White Box deliverable, unless otherwise specified Spillman or Tukwila has 10 business days to report any issues. If White Box receives no response within that time, the deliverable will be considered accepted as delivered and if tied to a billable milestone, deliverable will be invoiced. Issues reported after that period of time will be resolved on a case by case basis and may or may not be subject to additional charges and / or a change request.
- White Box will not be responsible for de-duplication of legacy data with in-service data, although the Spillman name merge utility will be applied to the conversion, 100% success rate of duplicate records is not guaranteed
- Any addresses that are part of the data conversion will not be geo verified for Spillman use
- Code, configuration and maintenance tables will not be populated in the target system by White Box. White Box will not be responsible for deleting any existing data in the configuration database.
- Work performed under this SOW is under warranty by White Box for thirty (30) days following delivery of the final conversion. Errors or omissions in converted data that result from application, database, or source data changes by Spillman or Tukwila following acceptance of the Table Mapping document and/or mock conversion are not included in this SOW.

Estimated Key project milestones:

Estimated Date	Milestone	Responsibility
	Deliver Source data and code tables to White Box. Establish deliverable timelines	Spillman /Tukwila/ White box
	Deliver Table Mapping Document	White Box
	Sign off on Table Mapping Document and code mapping (within 10 days of TMD delivery)	Spillman / Tukwila
	Deliver first mock converted data and Exception Report(s)	White Box
	Cut off for providing feedback on mock conversion (within 10 days of Mock delivery)	Spillman
	Deliver second mock converted data and Exception Report(s)	White Box
	Cut off for providing feedback on mock conversion (within 10 days of Mock delivery)	Spillman /Tukwila
	Deliver third mock converted data and Exception Report(s)	White Box
	Cut off for providing feedback on mock conversion (within 10 days of Mock delivery)	Spillman /Tukwila
	Deliver source data for go live	Spillman /Tukwila
	Deliver final converted data and Exception Report(s)	White Box
	Cut off to sign and return project acceptance form or report issues	Spillman
	Cut off for reporting post conversion issues (30 day Warranty period)	Spillman

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Source System(s):

- Source system(s): Custom Micro (RMS), Sierra Pacific Software (Training)
- Number of Source Tables needing Analysis and Conversion: No more than 35 source data tables from both systems. If more than 35 source data tables, scope may result in a change request for both time and cost.
- Source data delivered to White Box Technologies: Not received, sample only. Scope will need to be verified once complete source data is received.
- Target Modules in scope: Spillman RMS
- Modules out of scope: Any not listed above including CAD and JMS

In Scope Service:

The following table outlines the services that are considered within the scope of this SOW.

Baseline Services	
Service	**Definition**
Data Conversion	Changing digital data from one format to another so it can be used in another software application. The scope of this SOW includes three mock conversions and a final conversion.
Data Standardization	Converting accepted (not misspellings) data values that represent the same information into a single unified, recognized, and accepted structure as required by the target system.
Base Data Cleansing	Removing or defaulting data in a database that is inaccurate, incomplete, or improperly formatted, so it will load into the target database and not cause the application to crash.
Data Defaulting	Based on predefined business rules, assigning a specific value to a field in the target database that is different than the corresponding value in the source database.
Data Exception Report(s)	Reports that provide qualitative analysis of the source data and identify missing, incorrect, or incorrectly formatted data elements required by the target database or application. (Note: If the source data problems are not corrected or defaulted, the target application will be inaccurate or may crash or will have limited reliability.)
Release Notes	Report developed at the time of conversion data delivery that outlines mapping document version, the source and target database and application version, the tables and modules populated, and any known issues.
Duplicate Names Reports	Reports to indicate the exactly matched name records and the potential name record matches, per the criteria provided by Spillman to determine duplicate entities.
Data Alteration Report	Report to indicate records that have been truncated in order to insert into the database. The records are logged with the table, field, and primary key of the target record so that the full original value is not lost.
Image Conversion	Converting digital images that were used in one application, for use in another software application. May also require changing the format of the images so that they function in the new application

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Out of Scope:
The following table outlines the services that are considered outside the scope of this SOW. Spillman/Tukwila is requested to submit a Change Request in order to include any of these optional services within the scope of this SOW. Note that additional services may result in added cost and/or schedule delay.

Optional Services	
Service	**Definition**
Additional Conversions/Go Lives	Re-run of the conversion process above and beyond those agreed to be within scope.
Address Validation	Validates and standardizes address against USPS database
Custom Reports	Reports to indicate data that meets a certain criteria provided by Spillman / Cowley
Additional 3rd party Validation	Review and correction of legacy data through use of third party commercially available reference applications to provide assurance that data is adequate for its intended use
Enhanced Data Cleansing	Amending, correcting, removing, or defaulting inaccurate, incomplete, duplicated, or improperly formatted source data beyond that which is required to load the data properly in the target application
Data Augmentation	Adding new or derived data necessary or desired in the target system but not available in the source. (Also called data enrichment). This includes changing the intent of the source data
Financial Data Conversion	Any data that has financial components (fees, obligations, payments. interest etc). that needs to be calculated, converted and populated into the target application.

Accepted:
Spillman

_____
(Authorized Signature)

Name:

_____

Title:

_____

Date:

_____

Accepted:
Tukwila PD

_____
(Authorized Signature)

Name:

_____

Title:

_____

Date:

_____

Accepted:
White Box

_____
(Authorized Signature)

Name: Derek Smith

Title: President

Date: Oct 25, 2015

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Exhibit E
BAIR Analytics – Data Usage Agreement
ATACRAIDS and RAIDS ONLINE (WWW.RAIDSONLINE.COM)

This Data Usage Agreement (the "Agreement') is made this ___ day of _____, 20___, between BAIR Analytics Inc., 640 Plaza Drive, Suite 340, Highlands Ranch, Colorado 80129 ("BAIR") and _____ ("Customer").

RECITALS

WHEREAS, BAIR has developed certain websites (the "Sites," as further defined below) that supplies information to the public and/or law enforcement agencies about the location and nature of certain alleged crimes; and

WHEREAS, Customer is (or includes) a law enforcement agency that will supply data and other information (the "Data") about the location and nature of certain alleged crimes to BAIR for use on BAIR's Site; and

WHEREAS, certain BAIR software has been distributed to Customer by Spillman Technologies, Inc. ("Spillman"), which will facilitate Customer's use of the Sites; and

WHEREAS, the parties desire through the sharing of the Data by the Customer and the use of the Data by the BAIR to facilitate the sharing of crime data for the benefit of the general public and/or law enforcement;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, IT IS THEREFORE AGREED AS FOLLOWS:

AGREEMENT

1. **DATA**. Customer agrees that any Data it provides to BAIR may be displayed on BAIR's Site consistent with the terms of this Agreement and the current Terms of Use (the "Terms of Use") as posted on raidsonline.com and/or atacraids.com (the "Sites"), the most recent version of which Terms of Use is attached hereto as Exhibit A and incorporated herein by reference. BAIR may modify and update the Terms of Use from time to time, effective upon the posting of such modified Terms of Use on either of the Sites. Customer agrees that it is responsible for periodically reviewing the Terms of Use available online at the Sites to familiarize itself with any changes thereto. Customer agrees to keep the Data updated and to ensure that the Data provided by Customer to BAIR is displayed on BAIR's Site as Customer wishes. BAIR is not responsible for the loss of any Data or the accuracy of the Data. Customer represents that Data is accurate, complete and that it maintains a duplicate copy of all Data.

2. **DATA USAGE DISCLAIMER**. BAIR used Google Geocoder to geocode address locations that do not already contain "X" and "Y" coordinates. Any "X" and "Y" coordinate information provided by the Customer is assumed by BAIR to be accurate and will not be geocoded by Google Geocoder. Crime dot locations geocoded by Google Geocoder as displayed on the Site are approximate due to automated location methods and address inconsistencies. BAIR is not responsible for any errors or omissions in the Data or the use of the Data by any third party, including the public or any law enforcement or governmental agencies.

3. **INTELLECTUAL PROPERTY**. BAIR and its licensors retain and reserve exclusive ownership of all worldwide copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, property rights and all other industrial rights in and to the Site, including any derivative works, modifications, customizations, updates, or enhancements and BAIR grants Customer a license to use such rights for the purposes hereunder.

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4**. WARRANTY AND LIMITATIONS**. BAIR'S SERVICES AND THE SITES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. CUSTOMER RECOGNIZES THAT THE "AS IS" CLAUSE OF THIS AGREEMENT IS AN IMPORTANT PART OF THE BASIS OF THIS AGREEMENT, WITHOUT WHICH BAIR WOULD NOT HAVE AGREED TO ENTER THIS AGREEMENT.

BAIR, ITS AFFILIATES AND SALES PARTNERS, INCLUDING SPILLMAN, DISCLAIM ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, WITH REGARD TO BAIR'S SERVICES AND THE SITES. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT REGARDING THE SERVICES SHALL BE DEEMED A WARRANTY FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF BAIR WHATSOEVER. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

UNDER NO CIRCUMSTANCES WILL BAIR OR ITS PARTNERS, INCLUDING SPILLMAN, BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SITES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF BAIR AND ITS PARTNERS TO CUSTOMER FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SITES EXCEED THE GREATER OF THE FOLLOWING: (A) THE TOTAL AMOUNTS PAID BY CUSTOMER TO SPILLMAN OR BAIR FOR ACCESSING THE SITES; OR (B) FIVE U.S. DOLLARS ($5.00).

5. **CONTROLLING LAW AND VENUE**. The parties agree that the terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, not including any conflict of laws provisions. The parties further agree that any action to enforce the provisions of this Agreement shall be brought in District Court for the State of Colorado.

6**. SEVERABILITY**. If any provision of this Agreement shall be deemed by any court having jurisdiction thereon to be invalid, illegal or unenforceable, it shall be severed and the balance of this Agreement shall remain in effect; if any provision of this Agreement shall be deemed by any such court to be unenforceable because such provision is too broad in scope, such provision shall be construed to be limited in scope to the extent such court shall deem necessary to make it enforceable; and if any provision is deemed inapplicable by any such court to any person or circumstances, it shall nevertheless be construed to apply to all other persons and circumstances.

7. **WAIVER**. Any waiver by either party of any breach of any term or condition of this Agreement shall not be construed as or be deemed to be a waiver of any future breach of such term or condition.

8. **COUNTERPARTS**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one agreement, binding on the parties hereto.

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

BAIR Analytics Inc.	**Customer:**_____
Signature: _____	**Signature:**_____
Printed Name: Sean Bair	**Printed Name:** _____
Title: President	**Title:**_____
Date:_____	**Date:**_____

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Exhibit A

DISCLAIMER AND TERMS OF USE
FOR
RAIDS ONLINE (WWW.RAIDSONLINE.COM)
ATACRAIDS (WWW.ATACRAIDS.COM)

With respect to your access and use of raidsonline.com and/or atacraids.com (the "Site"), BAIR Analytics Inc. ("BAIR") provides its services to you, subject to the following Terms of Use ("TOU"), which may be updated by BAIR from time to time without notice to you, and which updates become effective when posted. You are responsible for regularly reviewing these terms and conditions.

In addition, when using the Site, you and BAIR shall be subject to any posted guidelines or rules applicable to Sites or services which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into these TOU. In the event that any of the terms, conditions, and notices contained herein conflict with such guidelines or rules, then these terms shall control. You agree to be bound by these TOU, and indicate such agreement by any access or use of this Site. Your use of this Site demonstrates and manifests your assent to this Agreement. If you do not agree to this Agreement, do not access and use the Site.

1. PERMITTED USE. Subject to these TOU, BAIR hereby grants you the right to access and use the Site solely for the following purposes:

(i) if you are accessing the Site as an individual, then any and all use of the Site is for your personal, non-commercial use only; or
(ii) if you are accessing the Site on behalf of a business entity, then any and all use of the Site must be for such business entity's internal business purposes in connection with the establishment or continuation of a business relationship with BAIR. You shall not
(iii) send or otherwise post unauthorized commercial communications (such as spam) on the Site;
(iv) collect content or information, or otherwise access the Site, using automated means (such as harvesting bots, robots, spiders, or scrapers) or by bypassing the Site's user interface without our permission;
(v) upload viruses or other malicious code to the Site;
(vi) do anything that could disable, overburden, or impair the proper working of the Site, such as a denial of service attack; or
(vii) facilitate or encourage any violations of this Agreement. BAIR retains all rights with respect to the Site except those expressly granted to you in this Agreement. Except as expressly permitted hereunder, you agree not to duplicate, publish, modify, or otherwise distribute the material on the Site unless specifically authorized in writing by BAIR to do so. You agree not to frame, or assist third parties in framing, any of the web pages contained in the Site. Such framing is strictly prohibited under this Agreement. The content and software on the Site are the proprietary property of BAIR and/or its suppliers and Partners and are protected by U.S. and international copyright and other intellectual property laws.

2. LINKS TO THIRD PARTY SITES. The Site may contain links or produce search results that reference links to third party websites ("Linked Sites"). BAIR has no control over these Linked Sites or the content within them. BAIR cannot and does not guarantee, represent, or warrant that the content contained in the Linked Sites, including, without limitation other links, is accurate, legal, and/or inoffensive. BAIR does not endorse the content of any Linked Site, nor does it warrant that a Linked Site will not contain computer viruses or other harmful code that can impact your computer or other web access device. By using the Site to search for or link to another Site, you agree and understand that such use is entirely at your own risk, and that you may not make any claim against BAIR for any damages or losses whatsoever resulting from such use.

3. NO UNLAWFUL OR PROHIBITED USE. As a condition of your use of the Site, you warrant to BAIR that you will not use the Site for any purpose that is unlawful or prohibited by these TOU. You agree not to use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

4. PRIVACY AND DISCLOSURE OF INFORMATION. Your privacy is important to us. BAIR is providing this notice to describe and explain our online information practices and the choices you can make about the way your information is collected and used.

A. THE INFORMATION WE COLLECT AND HOW WE COLLECT IT. In general, you can visit this Site without telling us who you are or revealing any personal information about yourself. There are times, however, when we may need information from you. Personal information like your name, postal address and e-mail address is obtained only when voluntarily submitted. BAIR collects this information in several ways:

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(i) Through the user signing up to receive crime alerts, crime information, news, scheduling product demonstrations, entering contests and/or completing surveys.
(ii) Through registration, surveys and other online forms.
(iii) As part of an ongoing sales process.
(iv) While providing technical support, consultation, or product information.
(v) Through the process of maintaining and upgrading our products. Through automated means such as communications protocols, email, communications and cookies. To provide you with timely, high-quality information, we may also ask you to provide us with information regarding your professional interests and experiences with our products or services. Providing us with this information is optional. Personal data collected online may also be combined with information you provide to us through other sources such as product registration, call centers, or in conjunction with events such as trade shows, training seminars and conferences. Information that you supply will relate to the relationship that BAIR has with you or your organization.

B. WEB SERVER LOGS. In the process of administering this Site, we maintain and track usage through Web server logs. Web server logs provide information such as what types of browsers are accessing our Site, what pages receive high traffic, and the times of day our servers experience significant load. We use this information to improve the content and navigation features of our Site. Anonymized or aggregated forms of this data may be used to identify future features and functions to develop for the Site and to provide better customer service.

C. COOKIES. There are various technologies, including one called "cookies" which can be used to provide tailored information from a website. A cookie is an element of data that a website can send to your browser, which may then store it on your system. Some BAIR pages use cookies or other technologies so that we can better serve you when you return to our Site. You can set your browser to notify you when you receive a cookie, giving you the chance to decide whether to accept it. For more information, please refer to user information provided with your Web browser.

D. WEB BEACONS. Some of our Web pages and HTML-formatted e-mail use Web beacons in conjunction with cookies to compile aggregate statistics about website usage. A Web beacon is an electronic image, called a single-pixel (1x1) or clear GIF. Web beacons can recognize certain types of information on a visitor's computer, such as a visitor's cookie numb We beacons unusable by rejecting their associated cookies.

E. PERSONALIZED URL LINKS AND PERSONALIZED MESSAGE CONTENT. Occasionally, we may create a unique web URL link for certain visitors. If you visit one of these Sites, you may find forms that are already filled out with your name, or other types of information you have previously indicated an interest in, based on information you have given us before. We may also personalize the content of newsletters, e -mail offers or invitations based on topics in which you have previously indicated an interest. We collect information about how you consume this type of personalized information in order to help us provide you with other information that is better tailored to your interests. If you choose to visit one of the personalized web URL links, you are agreeing to allow BAIR to collect information about your visits and also to associate that information with other information about you and your relationship with BAIR. If you do not wish your information to be used in this way, do not accept the invitation to visit these Sites.

F. HOW WE USE YOUR INFORMATION. BAIR may use your personal information to:

(i) Fulfill subscription requests, orders for software and services made online and to provide other information you request.
(ii) Make the Site easier for you to use.
(iii) Help us customize content most relevant to your interests.
(iv) Notify you about important news concerning BAIR.
(v) Notify you of new products and services, product updates, technical support issues, events and special offers we think you may be interested in. We do analyze some of our Web services such as registrations, demos, downloads, and e-mail responses at the individual level in order to improve the quality of those offerings and to better tailor our marketing to our customers' needs.

G. HOW WE SHARE YOUR INFORMATION. We may share the personal data you provide with other BAIR entities and/or business partners for purposes related to those described above. We will not sell, rent or lease to others your personally identifiable information. BAIR reserves the right to disclose any and all pertinent information to law enforcement or other governmental officials as we, in our sole discretion, believe necessary or appropriate.

H. CHOICE / OPT-OUT. BAIR offers you the choice of receiving different types of communication and information related to our company, products and services. You may subscribe to e-newsletters or other publications; you may also elect to receive marketing communications and other special offers from us via e-mail. If at any time you would like to change your communication preferences, we provide unsubscribe links and an opt-out mechanism for your convenience.

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I. OUR COMMITMENT TO DATA SECURITY. BAIR is concerned about the security of your information. To prevent unauthorized access or disclosure, to maintain data accuracy, and to ensure the appropriate use of information, we have put in place reasonable physical, electronic, and managerial procedures to safeguard and secure the information we collect online. We use encryption technology when collecting or transferring sensitive data such as credit card information. Credit card numbers are used only for processing payment and are not used for other purposes.

J. CHANGES TO THIS PRIVACY POLICY. If there are updates to the terms of BAIR's online Privacy Policy, we will post those changes here and update the revision date in this document so that you will always know what information we collect online, how we use it, and what choices you have. Your continued use of the Site following the posting of changes to this Privacy Policy means you accept those changes.

K. YOUR ACCEPTANCE OF THESE TERMS. By using the Site, you signify your assent to this Privacy Policy.

5. OWNERSHIP OF USER SUBMITTED CONTENT. You agree that any and all information and content that you provide to the Site becomes the exclusive property of BAIR, and you irrevocably assign all rights of ownership, including, without limitation, intellectual property rights, to BAIR upon submission of the information and content. You represent and warrant that you are the owner of such information and content and are authorized to make such assignment of rights.

6. OWNERSHIP OF LAW ENFORCEMENT AGENCY SUBMITTED CONTENT. All information provided by a law enforcement agency is offered and owned by that law enforcement agency. Unless otherwise indicated by the law enforcement agency, all data will be retained by BAIR Analytics Inc. and remain accessible by the general public and/or other law enforcement agencies in accordance with the provisions of this Agreement. However, the law enforcement agency shall have the right to cause BAIR Analytics Inc. to archive (remove from view) and purge (remove from database) all of its agency data at the agency's request. Any law enforcement agency submitting information to BAIR Analytics Inc. represents and warrants that its disclosure of such information does not violate any applicable federal, state or local statute or regulation concerning such disclosure and further agrees to indemnify BAIR Analytics Inc. regarding its disclosure of such information should such disclosure be claimed to violate and federal, state or local statute or regulation.

7. WARRANTY DISCLAIMER. BAIR does not promise that the Site will be error-free, uninterrupted, nor that the Site will provide specific results from your use of any content, search or link on them. The Site and all content contained within them are delivered on an "AS IS" and "AS AVAILABLE" basis. BAIR does not warrant or represent that files you download from the Site will be free of viruses or other harmful features. BAIR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

8. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT OR NEGLIGENCE, WILL BAIR, OR ITS AFFILIATES AND PARTNERS, BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT ARISE OUT OF OR ARE RELATED TO YOUR USE OF THE SITE. IN NO EVENT SHALL BAIR'S AGGREGATE LIABILITY, OR THE AGGREGATE LIABILITY OF BAIR'S AFFILIATES AND PARTNERS, TO YOU FOR ANY LOSS, DAMAGE OR CLAIM RELATED TO OR ARISING OUT OF THE SITE EXCEED THE GREATER OF THE FOLLOWING: (A) TOTAL AMOUNTS PAID BY YOU TO BAIR FOR ACCESSING THIS SITE; OR (B) FIVE U.S. DOLLARS ($5.00).

9. ADDITIONAL REPRESENTATIONS AND WARRANTIES. You represent, warrant, and covenant that (a) you have the power and authority to enter into this Agreement; (b) you are at least eighteen (18) years of age; and, (c) you will only use the Site in accordance with these TOU.

10. INDEMNITY. You agree to indemnify and hold BAIR and its Partners, affiliates, officers, directors, agents, and employees harmless from any liability to third parties, including reasonable attorney's fees, arising from or related to your breach of this Agreement, or the documents it incorporates by reference, or your violation of any law or the rights of a third party.

11. IRREPARABLE HARM AND INJUNCTIVE RELIEF. The Site and the information and content made available through such Sites is the result of enormous investment by BAIR in collecting, formatting, organizing and presenting a wide range of information in the public interest for its users under the terms of this Agreement. By using the Site, you hereby acknowledge and recognize the uniqueness of the services provided by the Site and BAIR's substantial investments in such Sites as described herein, such that a violation of Section 1 of this Agreement by you will result in irreparable harm to BAIR for which money damages or other legal remedies may not adequately compensate. Accordingly, in the event of a violation of Section 1, BAIR shall be entitled to equitable remedies, including without limitation preliminary and permanent injunctive relief, and you explicitly agree that BAIR will not be required to make a showing of irreparable harm or to post or secure a bond in order to obtain such relief.

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12. DESIGNATED AGENT FOR ALLEGED COPYRIGHT INFRINGEMENT. BAIR respects the intellectual property of others, and we ask you to do the same. If you believe some content on the Site has been copied in such as way to constitute copyright infringement, please contact us at:

13. GENERAL. This Agreement shall be governed in all respects by the laws of the State of Colorado, USA without giving effect to its conflict of laws provisions, or any other provisions that would result in the application of a different body of law. Both parties submit to personal jurisdiction by and venue in the state and federal courts in the State of Colorado, County of Douglas, USA, and further agree that any cause of action arising under or relating to this Agreement or your use of the Site shall be brought exclusively in such venue. Notwithstanding the foregoing, BAIR may, at any time, seek injunctive or other equitable relief, wherever it deems appropriate, to protect or enforce its rights under this Agreement. In the event of any dispute between you and BAIR arising under or relating to this Agreement or your use of the Site in which BAIR is the prevailing party, you agree that you will pay BAIR' reasonable attorneys' fees in connection with BAIR' commencement and prosecution of the action, and, if applicable, its defense of claims you may bring against BAIR. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. BAIR's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. This Agreement and the terms and conditions contained herein sets forth the entire understanding and agreement between us with respect to the subject matter hereof, and supersedes any prior or contemporaneous understanding whether in written or oral form.

14. INFORMATIONAL ONLY. The information displayed in this Site is susceptible to some degree of error due to the collection, entry, and geoprocessing of the data. No warranty, representation, or guarantee whatsoever is made or implied regarding the content, accuracy (including, without limitation, geographic accuracy), timeliness, completeness, or sequence of any of the information contained in this Site. Neither you, nor any other person, should rely on the data provided herein for any reason; the owners and operators of this Site as well as all directors, officers, employees, agents, and affiliates of BAIR Analytics Inc. shall not be held responsible for any errors or omissions in this Site or produced by any secondary dissemination of this information. The owners and operators of this Site have not assessed any specific risk that any convicted sex offender will commit another offense or the nature of any future crime that may be committed. Persons should not rely on the sex offender information in this Site, if any, as a safeguard against perpetrators of sexual assault in their communities. The information is provided strictly as a courtesy to the public.

15. NOTICE OF ERRORS. If you believe that any information on this Site is in error, please be advised that we receive all of our information from state or local authorities, and you should therefore contact your local police or sheriff's department; such authorities will be able to assist you directly or refer you to another appropriate authority.

16. CONDITION OF USE. You understand and agree to each and every provision contained in this disclaimer and waive any and all rights and claims you may or might have against the owners and operators of this Site as well as against all directors, officers, employees, agents anyone, and affiliates of BAIR Analytics Inc., arising from your use of this Site.

17. MINORS. The Site is not intended for use by under the age of 13 years old. By using the Site, you are representing to BAIR that you are at least 13 years old.

18. CHILD ONLINE PROTECTION ACT NOTIFICATION. Pursuant to 47 U.S.C. Section 230(d) as amended, BAIR hereby notifies you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors.

19. EXPORT CONTROL INFORMATION. Unless otherwise specified, the materials on the Site are presented solely to provide information regarding and to promote BAIR's services and other products available in the United States, Canada, its territories, possessions and protectorates. The Site is controlled and operated by BAIR from its offices within the United States of America. BAIR makes no representation that materials on the Site are appropriate or available for use outside the United States or Canada. Those who choose to access the Site from outside the United States or Canada do so on their own initiative and are responsible for compliance with local laws, if and to the extent that local laws are applicable. If you access the Site from outside the United States or Canada and are located in a county embargoed by the United States or are on the United States Treasury Department's list of Specially Designated Nationals, you will not engage in commercial activities or operate a platform application or Site in connection with the Site. Further, no software from the Site may be downloaded or otherwise exported or re-exported (A) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods, or (B) to anyone on the U.S. Treasury Department list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By using the Site, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

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