

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF AWARD OF CONTRACT

TO:	DATE ISSUED:	October 13, 2014
Ms. Loren Hopper	CURRENT CONTRACT NO:	577-14
TIBURON	CONTRACT TITLE:	POL-Public Safety Systems Maintenance Contract
6200 Stoneridge Mall Rd.	PRIOR CONTRACT NO:	N/A
Suite 400		
Pleasanton, CA 94588		

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective IMMEDIATELY UPON EXECUTION and expires on JANUARY 31, 2017.

The contract documents consist of the terms and conditions of the Agreement, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

REFER TO EXHIBIT B

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: <u>Loren Hopper</u>	TELEPHONE NO.:	<u>925-621-2708</u>
EMAIL: <u>loren.hopper@tiburoninc.com</u>		
COUNTY CONTACT: <u>Adrienne Quigley</u>	TELEPHONE NO.:	<u>703-228-5142</u>
EMAIL: <u>AQUIGLEY@ARLINGTONVA.US</u>		

CONTRACT AUTHORIZATION

DISTRIBUTION

fix

RICHARD WARREN JR., CPPB
Purchasing Agent

9/4/2014
Date

BID FOLDER:

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201

AGREEMENT NO. 557-14⁷⁷

THIS AGREEMENT is made, on the date of execution by the County, between Tiburon Inc. ("Contractor") a Virginia Corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The contract documents consist of this Agreement and the following

- Exhibit A - Warranty and Maintenance Support Guidelines
 - Appendix 1 - Contractor Master Support Agreement ("MSA")
 - Attachment 1 - MSA Definitions
 - Attachment 2 - Site, System and Network Specifications
 - Attachment 3 - Back-Up Schedule and Procedures
- Exhibit B - Pricing & Payment Schedule
- Exhibit C - Tiburon Iron Mountain Escrow Agreement
- Exhibit D - Nondisclosure and Data Security (Contractor)
- Exhibit E - Nondisclosure and Data Security (Individual)

Collectively, "Contract Documents" or "Contract".

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts, the most stringent terms or provisions shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor and supersede all prior or contemporaneous negotiations, discussions, agreements, whether written or oral, between the parties regarding the subject matter herein. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the party's agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein below as the "Contract" or the "Agreement."

2. SCOPE OF WORK

The Contractor agrees to perform the acquired services and fulfill the purposes and objectives described in the Contract Documents (the "Work"). The primary purpose of the Work is to provide Software Maintenance and Support Services of previously purchased licenses at the coverages listed below:

- Criminal Justice Software
 - Police Records Management System/2000 ("PRMS")
 - Field Reporting ("FAS") - PRMS Module
 - Corrections Record Management System/2000 ("CRMS")
 - 24x7 coverage included in original purchase and remains as part of this license's maintenance

- o Civil Process System ("CPS") - CRMS Module
- Fire Department Software
 - o Fire Records Management System ("Fire RMS")
 - Fire 24x7 Coverage ("Fire 24x7")
- Office of Emergency Management Software
 - o Computer Aid Dispatch ("CAD")
 - 24x7 coverage included in original purchase and remains as part of this license's maintenance
 - o CAD2CAD Interface
 - o CAD Escrow
 - o Tiger/TP Message Switch ("Tiger/TP MFS")
 - o Computer Aid Dispatch Message Switch ("CAD MSS")
 - o 911 Mapping
 - o Mobile Data Systems ("MDS")
 - o Auto Vehicle Locator Interface ("AVL Interface")

And new Services for previously purchased Applications:

- 24x7 coverage for Police Records Management System/2000 ("PRMS")

And new Services for previous and future purchases of Non-Tiburon Applications to interface with our Tiburon Applications:

- Additional Services at predefined rates

The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work.

It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific purchased services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

3. DEFINITIONS

Acceptance

Acceptance shall take the form of successful delivery of tasks as defined in the Contract Documents in addition to completed and successful Acceptance testing in conformance with the Requirements as determined by the County in Additional Services portion of this Agreement.

Account Manager

The Contractor's single point of contact for all questions, issues, and concerns related to the Software and/or Services.

Agent

Any third party partner and/or independent agent of the County.

Anniversary Date

Shall be the date that ASM services of covered applications commence each year also known as October 24th of each year.

Annual Maintenance and Support Services ("ASM" and/or "Maintenance")

Those Services, preventive and remedial, provided by Contractor at County's request in order to ensure continued operation of the licensed Software. Maintenance shall include upgrades, updates, support of the System, to include software support, software enhancement support, and interface/integration support.

Application ("Software")

The software programs in object code as well as any embedded third party products, including intellectual data, proprietary information, associated new releases, upgrades, updates, patches, service packs, bug fixes, enhancements, replacement products and Documentation applicable to the product/s provided and/or supported by the Contractor under this Contract, as described in the Contract Documents.

Application Users

Application Users shall include employees of the County, independent contractors engaged by the County, or entities contracting with an authorized user for services, as well as customers, and other entities with whom an authorized user may find it necessary or desirable to process or communicate electronically in pursuit of its business.

Business Day/Hours

Normal operating hours for the County of Arlington, Virginia: Monday-Friday, 8 a.m.-5 p.m. Eastern Standard/Daylight Time, unless otherwise specified on the applicable Statement of Work, excluding County Observed Holidays.

Computer Virus

Any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, alter or disrupt any computer program, firmware, or hardware or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by such software in any manner.

Confidential Information

Any confidential or proprietary information of a party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other party in connection with or as a result of discussions related to this Contract or any order issued hereunder, and which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing party.

Content

Any data, including the selection, arrangement and organization of such information or data, entered, uploaded to the Application, or otherwise provided to the Contractor by any Agent, authorized user or Application User, and related documentation, from whatever source, provided by any authorized user to the Contractor in connection with this Contract.

Contractor

The Contractor (Tiburon, Inc) and any entity that controls, is controlled by, or is under common control with the Contractor.

County Observed Holiday

New Year's Day, Columbus Day, Lee/Jackson/King Day, Veterans Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The County may also designate other County-Observed Holidays.

Documentation

All possible Contractor materials detailing the information and instructions, including course materials, system specifications, hardware requirements, and technical manuals needed in order to allow the County and its Agents to install, implement, operate and make productive use of the licensed Software.

Deliverable

Any product, service, document, software, data, or other item produced by the Contractor and provided to the County for Acceptance.

Downtime

Those minutes during which the software products set forth in the Agreement are not available for any type of County use.

Electronic Self-Help

Any use by Contractor of electronic means to exercise Contractor's license termination rights, if available pursuant to the Software License section of this Contract, upon breach or cancellation, termination or expiration of this Contract or any order issued hereunder.

Execution Date

Date that this Contract has both County and Contractor signatures.

Issue

Any event or situation which adversely affects the intended use of the System as defined in this contract.

Maintenance Level

The parameters of Maintenance Services, including the times of day during which and time-frames in which Contractor shall respond to a request for Maintenance Services. The available Maintenance Levels shall be as defined in Exhibit A.

Maintenance Period

The annual term during which Maintenance is to be provided for a unit of licensed Software.

Major Release ("New Release")

New Software features/enhancement and/or defect fixes packaged and supported by the Contractor for a minimum of three (3) years from initial release. Contractor regards a Major or New Release as a version change from one platform to another; these are noted by version numbering e.g. Version 2.9 to 3.0.

Production

The System, including all software, reports, data, etc. in use by the County for real-time daily operations.

Services

Any services, including but not limited to providing installation, Software configuration, maintenance, support and training provided by Contractor under this Contract.

Software Publisher

The licensor of the Licensed Software provided by Contractor under this Contract.

System

The County's computer automated system consisting of the Covered Applications combined with any of the Authorized Servers, the operating systems installed on each of the Authorized Servers, any database or other third party software products installed on any of the Authorized Servers, any PC or other workstation equipment having access to any of the Covered Applications, any Communications Interfaces installed on any of the Authorized Servers, any network communications equipment and any other third party software, wiring, cabling and connections and other hardware relating to any such Authorized Servers, workstation or network communications equipment located at any of the Authorized Sites.

Upgrade

New Software features/enhancement and/or defect fixes packaged and supported by the Contractor for a minimum of three from initial release. Contractor regards an Upgrade as a version change from within platform; these are noted by version numbering e.g. Version 2.2 to 2.3 or 2.4 or 2.9

4. CONTRACT TERM

The Contractor's provision of services for the County ("Work") shall commence on the date of execution of this Agreement by the County and shall be completed no later than 1/31/2017 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents.

Upon satisfactory performance by the Contractor, and with the concurrence of the Contractor, the County may elect to renew this Agreement for up to THREE, One Year terms under the same contract documents from 2/01/2017 to 1/31/2020 ("Subsequent Contract Term").

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the PAYMENT paragraphs below and Exhibit B, upon the Contractor's satisfactory completion of the Work, as determined by the County Project Officer/s and the County's Acceptance thereof.

The Contract Amount for the three (3) years of the Initial Contract Term, excluding FY14 Quarter 1 payment as shown in Exhibit B shall not exceed \$1,151,554.00.

For the Subsequent Contract Term, the cost of Services per product shall not increase annually over the prior year's cost of Support Services by more than three percent (3%); excluding the Additional 24x7 Support and Level 2 Database Administrator Services. No price increases will be permitted for 24x7 Support or Level 2 Database Administrator Services.

The Contractor agrees that it shall complete the Work for the total Contract Amount specified in this section unless such amount is modified in writing as provided in this Agreement.

6. CONTRACT EXTENSION WITH PRICE ADJUSTMENTS

The Contract unit price(s) shall remain firm and as defined in Exhibit B until the expiration (End of Year 3) of the Initial Maintenance and Support Services Term and thereafter at the end of each Subsequent Year ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 60 days prior to the Price Adjustment Date. Requests for adjustment(s) to Annual Support Maintenance shall not exceed three percent (3%).

If the Contractor and the County do not agree on the requested adjustment using the procedure set forth above, by the thirtieth (30th) calendar day prior to the Price Adjustment Date, the County may in its sole discretion terminate the Contract. The contract unit price(s) that changed as a result of this procedure shall become effective the day after the Price Adjustment Date and shall be binding on both parties for twelve (12) months following the adjustment, which shall be considered the new Price Adjustment Date.

7. PAYMENT

Payments for the Initial and, if applicable, Subsequent Contract Term(s) shall be apportioned and paid in one-year increments not to exceed the amounts in this Main Agreement as defined in Exhibit B. The Contractor shall invoice the County annually on the Anniversary Date and be paid thirty (30) days thereafter, in accordance with Acceptance and approved, accurate invoices.

8. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County Department of Technology Services or agency requesting the work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

9. ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order changes in the Work within the general scope of the Work consisting of additions, deletions or other revisions mutually agreed to in writing. No claim may be made by the Contractor that the scope of the work or that the Contractor's services have been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the Work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must notify the Project Officer after the change request has been provided to Contractor. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefore and documentation supporting the claimed amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written Contract amendment has been signed by the County and the Contractor and a

County purchase order is issued covering the cost of the services to be provided pursuant to the amendment.

10. ADDITIONAL GOODS AND SERVICES

The Contractor shall not be compensated for any goods or services provided, except those specifically described in the Contract Documents, and such are included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by the County and the Contractor, and a County Purchase Order is issued covering the expected cost of such services.

Additional Goods and Services agreed upon by the parties will be billed at the rates set forth in Exhibit B.

11. TRANSITION OF SERVICES

Prior to or upon expiration or termination of this Contract and at the request of the County, Contractor shall provide all assistance as the County may reasonably require to transition Services to any other Contractor with whom the County contracts for provision of Software-related services. This obligation may extend beyond expiration or termination of the Contract for a period not to exceed six (6) months. In the event of a termination for breach and/or default of Contractor, Contractor shall provide such assistance at no charge or fee to the County; Contractor shall provide such assistance at the agreed upon rates in the Additional Services section of Exhibit B as agreed upon by Contractor and the County.

12. ESCROW OF SOURCE CODE

The Contractor shall, within fifteen (15) days of its execution of this Contract, provide evidence that it has deposited a copy of the source code of the licensed program software with an independent escrow agent. Documentation provided to the escrow agent must obligate the escrow agent to make a copy of the source code available to the County as described in the attached Master Flexsafe Agreement. The source code held in escrow will be updated by the Contractor immediately upon each new release of the licensed program software that is currently installed at County's site.

The annual cost of an agreeable Escrow Agent shall be paid by the Contractor.

13. SOFTWARE LICENSE TERMS

License Grant is identified in Arlington County Agreement #117-99.

14. NO SUBSEQUENT, UNILATERAL, MODIFICATION, OF TERMS BY CONTRACTOR ("SHRINK-WRAP OR "CLICK THROUGH")

Notwithstanding any other provisions or other unilateral license terms which may be issued by Contractor after the Execution Date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for Software licensed under this Contract, or the fact that such other agreement may be affixed to or accompany Software upon delivery ("shrink-wrap" or "click-through"), the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder.

15. MAINTENANCE SERVICES

Contractor shall provide Maintenance Services during the Maintenance Period, identified in Exhibit A, Appendix 1 and 2 at the prices identified in Exhibit B, without additional charge, to maintain the Software in accordance with the Contract Documents.

The prices identified in Exhibit B are inclusive of all necessary labor and, unless otherwise provided therein, all necessary travel.

A. Software Evolution

Should the Contractor merge or splinter the Software previously provided to the County, such action on the part of Contractor shall not in any way result in the County being charged additional license or support fees in order to receive enhancements, upgrade or support for the Software.

If the Contractor reduces or replaces functionality contained in a licensed Software product and provides the same or substantially similar functionality as or within a separate or renamed Software product, then the County shall be entitled to license such Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.

If the Contractor releases an option, future Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Contractor ceases to provide maintenance for the older Software product, then Contractor shall offer the County the option to exchange licenses for such replacement Software product or function at no additional charge, however County understands costs may be incurred with the implementation of such software. Such Implementation Services will be provided at the costs set forth for Additional Services in Exhibit B.

16. REIMBURSABLE EXPENSES

No reimbursable expenses are allowed under this Contract. The Contract Amount includes all costs and expenses of providing to the County the services and work described in this Contract.

17. *PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

18. *NON-APPROPRIATION

All funds for payments by the County under this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

19. *COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County Purchase Order do so at their own risk and expense.

20. PROJECT STAFF

The County will, throughout the System Implementation, Initial Support & Maintenance Term and any Subsequent Support & Maintenance Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors pursuant to this section, the Contractor must provide replacement staff or subcontractors satisfactory to the County within two weeks and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

21. BACKGROUND CHECK

Any Contractor or subcontractor employee assigned by the Contractor to work under this Agreement at the County's site or remotely as determined by the County Project officer, shall be subject to a County standard background check, including fingerprinting by the County Sheriff's Office and a credit check. Permission to work onsite or remotely shall be contingent on an outcome of the background check acceptable to the County. Such background checks shall be performed at that sole cost and expense of the County.

22. SUPERVISION BY CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person other than those reasonably proficient in the work assigned.

23. *EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

24. *Employment Of Unauthorized Aliens Prohibited

In accordance with §2.2-4311.1 of the Virginia Code, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

25. *DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

26. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until all of the following requirements and conditions have been met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform the Work as required.

If the County determines that the Contractor has failed to perform the Work as required, then the County will give the Contractor written notice of such failure(s) ("Notice of Failure to Perform") and the opportunity to cure such failure(s) within at least thirty (30) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon notice of such termination ("Notice of Termination"), the Contractor may apply for compensation for Contract services performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within sixty (60) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of the same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor, and the Contractor shall not be permitted to seek Termination Costs.

Except as otherwise directed by the County in the Notice of Termination, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

27. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of work under this Contract may be terminated by the County's Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such

termination shall be effected by the delivery to the Contractor of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for remaining amounts owed for the then-current one-year maintenance period, all Contract services performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

28. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of its work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

29. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed by the services or System provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract

Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

30. OWNERSHIP AND RETURN OF RECORDS

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose the County's data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, Content, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are confidential and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall purge and destroy all computer/electronic Content, to include records created as a result of the County's request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract.

No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

31. DATA SECURITY

The Contractor agrees that it shall hold all County Records, information and data obtained as a result of its work under this Contract confidential in accordance with industry standards and the Nondisclosure and Data Security Agreement attached hereto as Exhibit D. Additionally, the Contractor shall use the same standard of care it uses to protect its own confidential information. If individual employees or subcontractors of the Contractor are performing work under this Contract, then such individual employees or subcontractors shall be required to sign a separate Nondisclosure and Data Security Agreement (Exhibit E), which shall be incorporated by reference into

this Contract, prior to performing any work or being allowed access to County data.

32. *VIRGINIA FREEDOM OF INFORMATION ACT

The parties understand and agree that the County is subject to the terms and provisions of Code of Virginia §§ 2.2-3700 et. seq, the Virginia Freedom of Information Act ("VFOIA"). All public records in the County's custody, possession or control shall be open to the public for inspection and copying to the extent such disclosure is required by law. Certain exemptions or exclusions may apply but it is the Contractor's obligation to assert any applicable VFOIA exclusions or exemption, to the satisfaction of the County Project officer, within the statutory deadlines. Thereafter it is the obligation of the Contractor to defend and indemnify the County from any claim or suit that may arise as a result of the withholding of records. The County Project Officer shall make available to the Contractor any VFOIA request in which the Project Officer reasonably believes the Contractor may have an interest in.

33. *ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

34. *COUNTY EMPLOYEES

No employee of Arlington County, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise there from which is not available to the general public.

35. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

36. *AUTHORITY TO TRANSACT BUSINESS

The Contractor shall pursuant to Code of Virginia § 2.2-4311.2 and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the option of the County.

37. *RELATION TO COUNTY

The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

38. ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under this Contract.

39. REPORT STANDARDS

Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to the County, The Contractor shall strive to comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

40. AUDIT

The Contractor shall secure an independent certified public accountant's audit of its finances and program operation each calendar year, within 90 days of audit completion and shall forward to the County the findings of such audit as set forth in a Clean Opinion Letter.

The Contractor agrees to retain all books, records and other documents specifically related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term and any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

41. ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County. However, Contractor may sell or assign all or substantially all of its business without the prior written consent of the County.

42. AMENDMENTS

This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

43. *ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

44. *DISPUTE RESOLUTION

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

45. *APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In

performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

46. ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

47. NONEXCLUSIVITY OF REMEDIES

All remedies available to the parties under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the parties at law or in equity.

48. NO WAIVER

The failure of either party to exercise in any respect a right, obligation or requirement provided for in this Contract shall not be deemed to be a subsequent waiver of the same right, obligation, requirement or any other right.

49. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

50. *NO WAIVER OF SOVEREIGN IMMUNITY

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

51. SURVIVAL OF TERMS

In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration or termination of this Contract, the following sections if included in this Contract also survive: RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION AND DATA SECURITY.

52. HEADINGS

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes. No provision of this Agreement or the contract Documents shall be construed against or interpreted to the disadvantage of either party by any court or other governmental or judicial authority of competent jurisdiction by reason of such party having or been deemed to have structured or dictated such provision.

53. AMBIGUITIES

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting

this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

54. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

TIBURON, Inc

Attn: Vincent Tedesco/Marcia Whitaker

3000 Executive Parkway, Suite 500

San Ramon, CA 94583

TO THE COUNTY:

Adrienne Quigley, Project Officer

2100 Clarendon Blvd. STE 500

Arlington, VA 22201

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

55. *NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

56. INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of A.M. Best Co., and acceptable to the County. The minimum insurance coverage shall be:

- a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 combined single limit coverage with 2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability.

The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

- c. Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).
- d. Intellectual Property Indemnification - to protect the County against judgments and defend it against intellectual property infringement claims, in the amount of \$3,000,000 per occurrence and \$5,000,000 aggregate.
- e. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of \$2,000,000 and Cyber Liability Insurance in the amount of \$5,000,000.
- f. Additional Insured - "Arlington County, and its officers, elected and appointed officials, employees, and agents" shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.
- g. Cancellation - If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- h. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.
- i. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of any deductible or self insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

57. *ACCESSIBILITY OF WEB SITE

If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any County websites, or County's presence on other third party websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Department of Justice document entitled "Accessibility of State and Local Government Websites to People with Disabilities." The document is located at: <http://www.ada.gov/websites2.htm>

58. LIMITATION ON LIABILITY

CONTRACTOR'S LIABILITY TO THE COUNTY FOR ANY CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, SHALL BE LIMITED TO THREE (3) TIMES THE ANNUAL MAINTENANCE FEES PAID HEREUNDER FOR THE PERIOD IN WHICH THE CAUSE OF ACTION OCCURRED. CONTRACTOR SHALL NOT BE LIABLE TO ANY PARTY FOR LOSS OR DAMAGES DUE TO ANY ERRORS IN THE APPLICATIONS, COUNTY OPERATOR ERROR OR DATA INACCURACIES. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF PROFIT OF BUSINESS, OR FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN AN ACTION OF CONTRACT, TORT OR OTHER LEGAL THEORY AND REGARDLESS OF WHETHER SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE LAW IN SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THE ABOVE LIMITATION OR EXCLUSION SHALL BE CONSTRUED SO AS TO GIVE IT THE MAXIMUM PRACTICAL EFFECT WITHOUT VIOLATING

SUCH LAW). NONE OF THE LIMITATIONS IN THIS SECTION SHALL APPLY WITH REGARD TO CLAIMS OF PERSONAL INJURY, DEATH OR INTELLECTUAL PROPERTY INFRINGEMENT.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE: Krystina Klepler

for
NAME: RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT

DATE: 9/4/2014

TIBURON, INC

AUTHORIZED
SIGNATURE: [Signature]

NAME AND
TITLE: Scott Condit, Contract Manager

DATE: 9/2/2014



Warranty & Maintenance Support - Guidelines & Options

January 2014

**Tiburon, Inc.
3000 Executive Parkway
Suite 500
San Ramon, CA 94583
(925) 621-2700**

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1. INTRODUCTION

This document provides a description of the service programs available to Tiburon's warranty and maintenance Clients with a current and valid Master Support Agreement (MSA). This document defines both standard and optional support programs, and outlines the process for working with Tiburon to report, track, and resolve issues.

NOTE: The service programs and the terms and conditions contained herein are those available as of the date of this document; these service offerings, as well as terms and conditions are subject to change without notice.

2. DEFINITIONS

The following terms are used throughout this document:

2.1 ACCOUNT MANAGER

The Tiburon Account Manager Program has been established to enhance the relationship between our public safety Client base and the Tiburon public safety organization. The Account Manager reports to the Senior Vice President, Corporate Development and Customer Advocacy, and provides a proactive approach to Client interaction, enhancing the communications between Tiburon and our Clients. The Account Manager acts as an advocate and coordinator on behalf of the Client with the existing Tiburon Client facing support organizations. The Account Manager is also a regular avenue for communication of emerging technologies and programs from Tiburon that have a positive impact on our Clients. Through this relationship Tiburon is able to better understand our Clients' current and future environment and strategic direction and is better able to align both organizations strategic goals to ensure continued success.

The Account Manager program enhances the effectiveness of Tiburon's existing Client facing personnel and programs. For active projects, the Client still deals directly with the assigned Project Manager on all project-specific issues. On support issues, the Client works through the Client Support Center (CSC) and their assigned Client Liaison.

2.2 AUTHORIZED CLIENT REPRESENTATIVE

The Authorized Client Representative is a named Client representative who has the authority to request a change to the Client's Tiburon applications or databases. This person must be identified by name and position to Tiburon. Any change to the Authorized Client Representative must be reported to Tiburon in writing within 10 calendar days.

2.3 CLIENT

A Client is an agency or authorized representative of an agency who has contracted with Tiburon for software or services as described in a Contract, Statement of Work or Master Support Agreement.

2.4 CLIENT SUPPORT CENTER (CSC)

The Client Support Center (CSC) provides 24 x 7 support to all Tiburon Clients with a valid and current Master Support Agreement (MSA). CSC staff is comprised of Helpdesk Specialist, CSC Engineer, Client Liaison, and Executive Director, Client Service and Support:

2.4.1 CSC ENGINEER

CSC Engineers report to a Team Lead in the CSC who reports to the Executive Director – Client Service & Support. CSC Engineers are responsible for resolving all issues reported to the CSC and communicating with the Client. If additional expertise is needed to resolve an issue, it may be assigned to an individual outside of the CSC for resolution.

2.4.2 CLIENT LIAISON

A Client Liaison is assigned to Clients with a valid and current Master Support Agreement, and reports to the Executive Director – Client Service & Support. The Client Liaison is the first point of escalation for all Client issues reported to the CSC. The Client Liaison works hand-in-hand with each assigned Client to ensure that Tiburon is addressing issues reported to the CSC in a manner that addresses the Client's needs in a reasonable manner as agreed to by Tiburon and the Client. The Client Liaison conducts regularly scheduled TSR review meetings with Clients as agreed upon by Tiburon and the Client. The Client Liaison shall also work with technical staff in the CSC and in other Tiburon departments as needed for issue resolution.

2.4.3 EXECUTIVE DIRECTOR – CLIENT SERVICE & SUPPORT

The Executive Director – Client Service & Support is a member of the Tiburon Management Team and reports to the Vice President, Client Service & Support. The Executive Director – Client Service & Support creates policies and procedures related to Client Service and Support, and directs the efforts of all support personnel. The Executive Director – Client Service & Support is the second point of escalation for all issues reported to the CSC. If there is a change in the Tiburon Client Service Management Team or the Client Liaison, Tiburon shall notify the Client in writing of the changes within 10 business days.

2.4.4 HELPDESK SPECIALIST

The Helpdesk Specialists field all telephone calls placed to the CSC and process all email sent to support@tiburoninc.com. They log all issues and updates received in the third party application used by Tiburon to support all Clients, and assign the issues based on established protocols. The Helpdesk Specialists report to the Executive Director – Client Service & Support.

2.5 DEPLOYMENT

Tiburon's Deployment Team is responsible for the installation and configuration of Tiburon software on designated Client servers as defined in the contract and Statement of Work.

2.6 DIRECTOR, OPERATIONS DIVISION

A Tiburon Operations Director is the manager for the Project Management staff. The Operations Director is the second level of escalation, (first being Project Manager) for any Project or Enhancement activity. The Operations Director is responsible for management of all contract compliance issues.

2.7 ENGINEERING

Tiburon Engineering is comprised of several teams of software architects, software engineers and software quality assurance engineers. The Engineering teams are responsible for the creation of all baseline and custom software and tailoring.

2.8 MASTER SUPPORT AGREEMENT (MSA)

A Master Support Agreement (MSA) is an agreement between a Tiburon and a Client for the provision of Warranty and/or Maintenance support to a Client. It includes terms and conditions governing the agreement, and may include exhibits to further define the covered systems, Warranty and Maintenance

Guidelines and Options, Software License terms, etc. Previous versions of this document may have been referred to as an Extended Support Agreement (ESA).

2.9 PRIORITY

Priority refers to the operational criticality of a specific service request. Tiburon uses a P1 – P4 convention with a Priority1 issue being defined as an application or server failure that prevents continued use or operation of the System, impacts all or substantially all operators using the System, halts or severely impacts critical System operations or endangers the integrity of one or more database files. Complete priority descriptions can be found in section 4.2 of this document.

2.10 PROJECT

A Project is an activity governed by a contract or contract amendment and a statement of work. It can be a new implementation for a new Client, an upgrade for an existing Client, or a modification or add-on application or interface for an existing Client.

2.11 PROJECT MANAGER

A Tiburon Project Manager is assigned to all projects defined above. The Project Manager is responsible for the successful delivery of all services related to the contract or contract amendment. The Project Manager schedules and coordinates the participation of all Tiburon resources needed to deliver on the contract. The Tiburon Project Manager reports to a Director in Tiburon's Operations Division.

2.12 STATEMENT OF WORK (SOW)

The Statement of Work (SOW) is an exhibit to a contract that describes the contract deliverables, tasks, responsibilities, and completion criteria for the delivery of a Tiburon Project to a Client.

2.13 SYSTEM ASSURANCE REVIEW (SAR)

The System Assurance review is a Tiburon process which occurs during a project, to assure that all proper steps per the Statement of Work have been completed. This is a monitoring function within the Project Managers responsibility.

2.14 TECHNICAL SUPPORT COORDINATOR

A Technical Support Coordinator is a Client representative who has received training in each Tiburon application. The Technical Support Coordinator is responsible for the review and triage of all issues reported by Client representatives prior to submitting the issue to Tiburon as a TSR. The Technical Support Coordinator is responsible for ensuring that sufficient detail has been provided on a reported issue so that it can be reproduced, diagnosed, and repaired by Tiburon. Each covered application should have, at a minimum, one (1) Technical Support Coordinator who meets with Tiburon's Client Liaison as described in this document. There can be one or more Technical Support Coordinators for each covered application, however, all client Technical Support Coordinators must participate each review meeting with the Client Liaison. The Technical Support Coordinator(s) must have the authority to confirm closure on a TSR.

2.15 TIBURON SERVICE REQUEST (TSR)

Issues reported to the Client Support Center (CSC) are referred to as Tiburon Service Requests (TSRs). Each TSR is recorded in the third party application used by Tiburon to record Client issues and assigned to the Tiburon team responsible for supporting the Client and the system at the time the issue is reported. Priority 1 TSRs are assigned down to an individual resource based on the Tiburon on-call list maintained by the CSC. Other priority issues are discussed between the Client Liaison and the Client to ensure that the Client's needs are addressed in a reasonable fashion, as agreed to between Tiburon and the Client.

2.16 WARRANTY / MAINTENANCE SUPPORT

When a Project is completed as deemed in the Statement of Work, the support transitions to a warranty or maintenance support level as defined by the contract. When the Project is completed as deemed in the Statement of Work, the Project Manager conducts a turnover of the Client and associated applications to the assigned Client Liaison and the Client Support Center (CSC).

3. TRANSITION FROM PROJECT (OPERATIONS) TO SUPPORT (CSC)

When a project is completed as deemed in the Statement of Work, the Client systems transition from the project phase to the warranty or maintenance programs. Leading up to this major milestone, Tiburon staff members, including the Project Manager, Client Liaison, Account Manager, Engineering, Deployment, and CSC Engineering resources participate in an internal System Assurance Review (SAR). This ensures that all parties are aware of the Client configuration, connection information, applications installed, cutover plan and schedule, as well as other information specific to the Client implementation. This information is logged in the third party application used by Tiburon for Client Support, currently HEAT by Front Range.

When the project is completed as deemed in the Statement of Work, the system(s) are stable and there are a nominal number of TSRs not closed for each system, there is a final internal System Assurance Review between Operations, Engineering, Deployment, and Client Support to transition the support of the Client systems from Operations / Project mode to CSC / Support mode. The Project Manager also schedules a turnover meeting with the Client to introduce the Client Liaison to the Client.

4. WORKING WITH THE SUPPORT CENTER (CSC)

The CSC functions as the single point of contact for ongoing Client support issues once project is completed as deemed in the Statement of Work and support for the systems has been turned over to the CSC. Tiburon's Client Liaisons oversee the CSC activities for their assigned Clients. The Client Liaison also works closely with the Client's Tiburon Account Manager in order to keep them updated on overall service needs.

Recourse should Tiburon not meet priority parameters:

SERVICE LEVEL COMMITMENT

Priority TSR Response Time Commitment – Definition and Calculation. Tiburon shall respond to Priority 1 and Priority 2 TSR requests within the defined time frame during any one calendar month. Time frame shall be defined as the time elapsed from when the Client notifies Tiburon of the issue by phone until Tiburon responds back to the Client regarding TSR # and assignment.

Priority TSR Response Time Commitment – Performance and Remedy – In the event that Tiburon does not meet the Priority TSR Response Time Commitment during any singular calendar month during the Maintenance Period, the Client's next annual invoice shall be reduced by 2.5%. Subsequent failure to meet the Priority TSR Response Time Commitment shall result in an additional compounded 2.5% reduction in the annual invoice for each successive month where Tiburon fails to remediate the problem.

Vendor will maintain, and provide upon request to the Client, a TSR log documenting Priority Response Time performance including all data required to calculate Response time frame.

4.1 SUBMITTING A TSR

Client may contact the CSC to report an issue by telephone, email, or via the third party Self Service application provided for this purpose. Priority 1 issues must be reported by telephone 24 x 7 to ensure optimal response to the issue.

4.2 TSR PRIORITIES

When submitting a TSR, Tiburon asks that Clients use the priority definitions below.

Priority Level	Category	Definition	Initial Response Time
Priority 1	Critical	<p>The entire system (i.e.: CAD, Records) or a major component (i.e.: State interface, paging) is unavailable. Client cannot use system to continue operations. Impacts all or most users, halts or severely impacts critical operations, or database integrity is compromised.</p> <p>Priority 1 issues are assigned to a technical resource within 30 minutes of receipt of the phone call from the client reporting the issue. Tiburon resources will work continuously on Priority 1 issues on a 24 x 7 basis until functionality has been restored to the system.</p> <p>NOTE: For priority 1 issues, clients must contact Tiburon by telephone. With the exception of CAD, Message Switch, and Jail Records support which is "24x7", Clients must have purchased the "24x7" support option to submit P1 issues outside of business hours (8 am – 5 pm) in the Client's time zone.</p>	Must notify the client within 30 minutes that a technical resource has been assigned.
Priority 2	High	<p>A major component or function does not work properly. Impacts an individual or small group. Normal operations impaired, but can continue.</p> <p>NOTE: Items that are not time sensitive are Priority 2, 3 or 4.</p>	If client reports Priority 2 via phone during normal business hours, Must notify the client within 4 hours that a technical resource has been assigned.
Priority 3	Normal	Impacts an individual or small group. Service can be delayed until a mutually established time. A workaround may exist, but is inefficient.	
Priority 4	Informational	<p>Issue is informational or educational in nature. Enhancement requests and Steering Committee issues should be reported as Priority 4 TSRs.</p> <p>E.g. Information/Educational quotes.</p>	

- Tiburon shall provide regular status updates to designated customer contact until the issue is resolved. Tiburon will document appropriate items, which may include root cause analysis, customer impacts, countermeasures and resolution.

Resolution Path:

For Priority 1 and Priority 2 TSR's, Tiburon will apply immediate and sustained effort until a resolution is in place. If a resolution cannot be readily identified, Tiburon will initiate internal escalation procedures to assure resources are appropriately assigned for problem resolution efforts.

Tiburon will correct the service disruption or provide a procedure for Customer to bypass or work around such disruption in order to continue operations if possible. If a bypass procedure is utilized, Tiburon will provide Customer with an action plan for the development of the final resolution, and Tiburon will continue resolution activity until full service is restored to Customer. Regular status updates will be provided to the Client until the issue is resolved. Tiburon will document appropriate items, which may include root cause analysis, customer impacts, countermeasures and resolution.

4.3 REPORTING A TSR

The preferred method of contact for CSC for Client issues is outlined in the table below:

Issue Priority	Service Hours	Preferred Contact Method	Contact Details
Priority 1	24 hours a day, 7 days a week, 365 days a year	Contact the CSC via Telephone	CSC Telephone: 877.445.2110 Backup Phones: 925.621.2720 510.579.4609 510.579.1714
Priority 2 thru Priority 4	8 am-5 pm in the Client's time zone	Submit a case via telephone, email, or the third party Self Service application provided.	If for any reason Clients cannot reach us on the toll free number, Clients can reach us on our backup phones. Please call the alternate number(s) in the order listed. Email: support@tiburoninc.com Self Service Access: http://CSC.tiburoninc.com:8180/HeatWebUI/hss/HSS.jsp

4.4 EMERGENCY AFTER HOURS ASSISTANCE

Emergency assistance after regular business hours is subject to the following special condition:

“24x7” support is standard for all CAD, Corrections, and Message Switch systems. If a Client selects the “24x7” service option for any other Tiburon applications, remote support for Priority I TSRs for those applications is also provided on a 24 x 7 basis. If a Client requests after hours support for an application without “24x7” coverage, support is subject to a call-out fee in addition to time and materials charges.

Once an issue has been determined to be out of scope, an Authorized Client Representative will be contacted by Tiburon and advised that additional charges may be incurred. The Client Representative must approve this out of scope effort before work will resume. The call out fee is based on Tiburon’s then current hourly rate and is calculated based on every hour expended by any Tiburon staff member to resolve the issue. Time is calculated to the nearest whole hour.

4.5 CLIENT RESPONSIBILITIES

In order to provide maintenance support services to Clients, Tiburon requires that Clients:

- Limit TSRs to one reported problem in each TSR logged.
- Include enough detail in a reported problem so that Tiburon can effectively reproduce and diagnose it, to include steps to reproduce the error and screen shots if applicable.
- Provide continuous remote access to the system(s) , and have a technical resource reachable afterhours that Tiburon staff can contact should the need arise for Priority I issues
- Maintain continuous remote access along with the ability to upload and download files to server(s) without third-party interaction.
- Restrict the use of CAD workstations to Tiburon Applications only, eliminating internet connectivity and the use of things like streaming media, internet games and other applications that can negatively interact with the CAD system.
- Ensure that maintenance and back-up activities relating to the Covered Applications and the System, including, without limitation, backing up databases and journal logs, purging out of data records, running reports, and performing diagnostics, are carried out in accordance with the schedule and methodology laid out by Tiburon.
- Ensure that the System conforms to the “Site System and Network Specifications” as established during the project implementation.
- Maintain a system to ensure that only authorized personnel have the ability to make changes to the Client’s database and that a list of all such authorized personnel (and any updates thereto) be promptly delivered to the Tiburon Client Support Center. Each request for any change to a Client’s database shall be accompanied by a signed letter of authorization from the Client’s Authorized Client Representative, and shall contain all details of the requested change. Tiburon cannot assist Client personnel other than those on the most current authorization list.
- Designate a single individual to act as the Client’s authorized representative who is (a) authorized to act on the Client’s behalf with respect to all matters relating to this Agreement; (b) shall ensure the Client’s compliance with its responsibilities under this Agreement; and (c) shall coordinate appropriate schedules in connection with Tiburon’s services under this Agreement. The Client may change the individual designated hereunder by providing Tiburon advance written notice designating the new individual authorized to act as the Client Representative.
- Ensure that Technical Support Coordinators and other personnel have received sufficient training on all aspects of the Tiburon system that they are supporting, and have the experience to perform its obligations.

4.6 SERVICE REQUEST LIFECYCLE

The TSR lifecycle can vary depending on the complexity of the issue being reported. Some TSRs will move from “New” to “In Progress” and “Closed” without a need for validation. Other TSRs require a validation step where the TSR is first “fixed” in the Client’s Training system and validated with the Client before moving to Production and then placed in “Test Request” status for final Client confirmation prior to closure. Our CSC team works with Clients to not only validate the resolution of the case, but to confirm the resolution prior to closing it.

4.6.1 TSR STATUS

As a TSR moves through Tiburon’s service request lifecycle the overall case status will change. The statuses and definitions below are those currently in use:

Case Status	Definition
New	Default status used for all 'new' cases coming into the CSC. TSRs in "New" status reflect no one is currently assigned to research or resolve the issue. Once the Project Manager or Client Liaison discusses new issues with their Client, the issue is prioritized for resolution and the appropriate Team Leader is notified for assignment.
In Progress	Status used to indicate TSR has been assigned to an individual for resolution.
Failed QA Test	Status used to indicate that fix did not pass Tiburon QA testing.
Failed Client Test	Status used to indicate fix did not pass Client’s testing.
Need Info	Status used to indicate that the additional information is needed to resolve the TSR. Information needed is detailed in the Status / Solution field. <i>A TSR in NEED INFO status for 30 or more calendar days without any update will be closed. If the issue occurs again, it should be reported as a new issue with supporting information and screen shots if applicable.</i>
On Hold	Status used to place TSR in a HOLD state pending action by Tiburon or action by the Client. Pending action will be detailed in the Status / Solution field. <i>A TSR in ON HOLD status for 30 or more calendar days without any update will be closed with Client approval. If the issue occurs again, it should be reported as a new issue with supporting information and screen shots if applicable</i>
Pending Engineering	Status used to indicate that the issue has been reassigned from the CSC to Engineering for resolution.
Monitor	Status used to indicate TSR is currently in 30-day monitor period. Usually used to monitor recurrence of an issue after implementation of a fix (typically when complete validation is not feasible). Also used when issue cannot be readily investigated pending occurrence of another event. <i>A TSR in MONITOR status for 30 or more calendar days without any update will be closed. If the issue occurs again, it should be reported as a new issue with supporting information and screen shots if applicable.</i>
Test in TRN	Status used to indicate that a fix has been implemented in Client’s training system. Testing by Client and confirmation of fix is required before fix will be moved to Client’s production environment <i>It is important that TSRs in this status are addressed by Client within 30</i>

	<i>calendar days so that untested fixes do not remain in the Client's system for an unreasonable period of time. It is impossible to manage clean code lines with potential fixes that have not been tested as requested.</i>
Test Request	Status used to indicate that fix has been applied in the Client's production system. Validation of fix by the Client is required, however, <i>A TSR in TEST Request status for 30 or more calendar days without any update will be closed. If the issue occurs again, it should be reported as a new issue with supporting information and screen shots if applicable.</i>
Closed	Status used to indicate that the TSR has been closed with the concurrence of the Client (or 30 calendar days have passed with no further communication from the Client, as noted above). Once in Closed status, a TSR is no longer editable to any other status.

4.6.2 CASE ESCALATION

Tiburon shall provide regular status updates to designated Client contact until the issue is resolved. Tiburon will document appropriate items, which may include root cause analysis, customer impacts, countermeasures and resolution. Failure to meet the stated resolution times will result in the escalation of these calls. Escalation path is as follows:

- Client Liaison
- Executive Director, Client Service & Support
- SVP, Operations / Client Service & Support
- CEO

4.6.3 CASE CLOSURE

The CSC staff will work with Clients to validate TSR resolution prior to closure. Once an issue has been validated by the Client, Tiburon will confirm and close the case.

If after 30 calendar days there has been no communication from the Client advising that the issue has not been resolved, the CSC staff will close the case.

5. OTHER SERVICES

5.1 ENHANCEMENT REQUESTS

Enhancement Requests may be identified in several ways:

- In evaluating a TSR, it is determined that the existing solution is functioning as designed.
- A Client wants to extend their Tiburon solution or obtain additional optional services, and requests a quote for new functionality.

Once a TSR is identified as an enhancement request, the case is updated to reflect this and assigned to the Client Liaison. The Client Liaison contacts and advises the Client of the new classification. The TSR is then assigned to the Account Manager and the TSR is closed. Once the Account Manager is notified of this request, the following actions occur:

- The Account Manager works with the Client to clarify the request and produce the requirements for Engineering to quote the request
- Engineering and/or Operations evaluates the request, determining the mix of customized development, configuration, testing and documentation required to deliver the request
- The Account Manager takes the information from Engineering and produces a quote for the Client
- The Client is asked to review and either accept or reject the proposed enhancement.
- Once the enhancement proposal is accepted, the delivery is handled by Tiburon's Operations Department.

5.2 STEERING COMMITTEE ISSUES

Clients can submit a Steering Committee request for discussion and potential inclusion in Tiburon's baseline when they encounter a situation where a system change or additional feature would enhance the functionality of the system. Steering Committee requests can be submitted via the Self Service application using the Call Type of Steering Committee.

Steering Committee cases are assigned to a Tiburon Product Manager and the TSR is placed in an ON HOLD status. After the issue is vetted at the Tiburon User Group, the issue is updated with the recommendations of the Steering Committee and Closed.

5.3 TRAINING REQUESTS

Tiburon's Training Team is available to work with Clients. Each member on Tiburon's Training Team is a subject matter expert in specific Product. They support the implementation of each Client solution through configuration, validation, testing and training. After the Tiburon Applications are live, and the project is completed as deemed in the Statement of Work, Clients who have additional needs for training should work with their Tiburon Account Manager to create a custom, fee-based program.

5.4 DBA AND SYSTEM ADMINISTRATION SUPPORT SERVICES

5.4.1 LEVEL1 DATABASE ADMINISTRATION (DBA) SUPPORT

Level 1 Database Administration (DBA) Support is a standard feature of Tiburon's Master Support Agreement (MSA). Level 1 DBA Support services include the creation of production and training databases to be used by the Tiburon applications for Clients that do not have their own database administration (DBA) capabilities. Database services offered as part of the Level 1 DBA Support do not include preventive monitoring of the Client's databases. The Client's DBA is responsible for periodic database backups, backup functionality monitoring, periodic database maintenance, and database recoveries in the event of disaster. During the project phase, before "go live," Tiburon is available to assist with the database backup configuration. Thereafter, Tiburon will be available primarily for consultation to diagnosis/resolve database problems that are directly related to the Tiburon applications.

5.4.2 LEVEL1 SYSTEM ADMINISTRATION SUPPORT

Tiburon provides Level 1 System Administration (SA) Support as a standard feature of the Master Support Agreement (MSA). For Clients who have qualified System Administrators, this plan provides the minimum assistance needed to ensure that operating systems, hardware, and networking function properly to support the Tiburon applications. Tiburon will provide support ranging from information-only, to applying minor changes (designation of minor change reserved to Tiburon), to providing resolution only for problems that may be encountered by supported Tiburon applications.

6. OPTIONAL MAINTENANCE PROGRAMS

Tiburon's Account Manager will work with the Client to identify the support programs that meet Client needs and to develop associated pricing. The matrix below describes the standard Level 1 services as well as the Level 2 and Level 3 services offered.

6.1 "24x7" SUPPORT FOR ADDITIONAL TIBURON SYSTEMS

"24x7" support is standard for all CAD Products. It is optionally available for all other products. For assistance in adding this support for other systems, Clients should contact their Account Manager.

6.2 DATABASE ADMINISTRATION (DBA) SERVICES / SYSTEM ADMINISTRATION (SA) SERVICES

Tiburon offers optional added-cost Database Administration Support and System Administration service plans including Level 2 and Level 3 Extended Services. These Service Levels are compared side by side in the matrix below.

Database Services	Level 1	Level 2	Level 3
Set up application databases	✓	✓	✓
Set up database backup to disk	✓	✓	✓
Expand database disk space allocations as needed	✓	✓	✓
Support for Database Issues on Tiburon Applications	Business Day (8x5)	24x7	24x7
Maintain Database Backup Scripts		✓	✓
24x7 Support for Database Issues on Tiburon Applications		✓	✓
Disaster Recovery Planning and Set-Up		✓	✓
Perform Database Recovery Procedures		✓	✓
Monthly Report		✓	✓
Maintain database system accounts and passwords		✓	✓
3 rd Party support login access		✓	✓
Twice Monthly Database Health Check & Maintenance		✓	✓
Database Upgrade Support		✓	✓
Monitoring of Backup Logs		Monthly	2x Monthly
Examination of Backup Tapes		Monthly	2x Monthly
Database Health Check & Maintenance		Monthly	2x Monthly
Database Tuning & Performance Monitoring		Monthly	2x Monthly
Rebuild Indexes		Annually	2x Annually
Recovery Dry Run		Annually	2x Annually

Systems Administration Services	Level 1	Level 2	Level 3
Backup Planning Consultation and Scripts (UNIX only)	✓	✓	✓
Set-Up of Backup Scripts (UNIX only)	✓	✓	✓
High-Availability Cluster Application Restart	✓	✓	✓
Expansion of File system Disk space Allocations		✓	✓
Application of Operating System Patches for Tiburon Applications		✓	✓
Remote Monitoring for System Health		Business Day (8x5)	24x7 Support
Perform Application Backup Activities		Business Day (8x5)	24x7 Support
Operating Systems, Hardware and Networking Assistance		Business Day (8x5)	24x7 Support
Remote System Administration			24x7 Support
Perform Performance Analysis, Report and Adjustments to System Performance Parameters			Annually
Review of Hardware and operating System on Named Services and Provide a Written Report			Monthly

7. ADDITIONAL INFORMATION

NOTE: As these become available there will be no additional cost to client to utilize.

7.1 DOCUMENTATION LIBRARY (COMING SOON)

All current-version baseline documentation is posted in the Documentation Library for Client access and download. This includes documentation for all current product version baseline releases. A link to this Documentation Library can be found on the Tiburon Support Website.

7.2 CRYSTAL REPORT / SSRS REPORT SHARING POOL (COMING SOON)

Clients can submit Crystal Reports or SSRS Reports to be posted in the Sharing Pool, which will be accessible by all Tiburon Clients.

7.3 CLIENT TSR REPORTS (COMING SOON)

Standard SSRS Reports are available for Clients to obtain a formatted report of their TSRs or a non-formatted report in csv format. Reports may include all Open Cases (not closed) or All Cases regardless of status.

7.4 KNOWLEDGE BASE (COMING SOON)

Clients can submit a string search against Call Description and Status/Solution data in the HEAT database to see if an issue had been submitted and a resolution is available to a common issue. The inquiry can also be filtered by System Type.

7.5 CUSTOMER FORUM (COMING SOON)

The Customer Forum will allow communications between Tiburon Clients on common issues or topics.

7.6 TIBURON USER GROUP

The Tiburon User Group provides an important vehicle for communicating with other users and Tiburon staff. Each year, Tiburon hosts a User Group conference, offering training sessions, presentations and product demonstrations. The annual conference enhances communication among users, introduces new products and product upgrades, and provides working sessions focused on specific areas of user interest. Each agency can send as many representatives to the annual conference as desired, at the then current per attendee registration fee. The attendee fees help to offset a portion of the expenses we incur to ensure a high-quality event for our Clients.

7.7 PRODUCT STEERING COMMITTEES

Product Steering Committees allow Tiburon Clients to participate in product development and direction for all major Tiburon applications. Each Product Steering Committee is composed of a chairperson elected by the Tiburon User Group, and up to five additional members selected by the chairperson. The Product Steering Committee members solicit input from Tiburon Clients licensed for each product line, and compile suggested product changes to discuss at the annual Product Steering Committee meetings, which are held in the spring. A Tiburon product advocate and Tiburon product technical lead attend the annual Product Steering Committee meetings. Each session begins with a full demonstration of the current product version, followed by a discussion of potential changes and enhancements. As a result of these discussions, the Product Steering Committees determine which changes will be applied to the next product version.

Product Steering Committee information is accessible via the password protected area of Tiburon's website. Posted information includes annual Product Steering Committee Enhancement lists, as well as Product Steering Committee issues submitted by Clients for discussion at the next annual Product Steering Committee meeting.

TIBURON MASTER SUPPORT AGREEMENT ("MSA")

This Master Support Agreement (this "MSA") is entered into this _____ day of _____, 20__ (the "Effective Date"), by and between The **County Board of Arlington County, Virginia**, (the "Client") and Tiburon, Inc., a Virginia corporation having its primary place of business at 3000 Executive Parkway, Suite 500, San Ramon, California 94583 ("Tiburon").

WHEREAS, the Client has determined that it desires to obtain from Tiburon certain support services relating to a computer automated system previously implemented by Tiburon for the Client; and

WHEREAS, Tiburon is qualified to provide the support services specified in this Agreement and, subject to the terms and conditions set forth in this Agreement, Tiburon desires to provide such support services;

NOW THEREFORE, in consideration of the mutual covenants contained in the Contract Documents the Client and Tiburon hereby agree as follows:

1. Definitions

Capitalized terms used herein and in any attachment hereto shall have the definitions set forth on MSA Attachment 1 attached hereto and incorporated herein by this reference, unless otherwise defined herein.

2. Scope of Work

a. Basic Support. Subject to the terms and conditions set forth in this Agreement, Tiburon shall provide the following support for the Covered Applications ("Basic Support").

(i) **Application Errors.** Tiburon shall correct Errors in any of the Covered Applications discovered by the Client during the term of this Agreement, provided (a) the Client provides all information regarding such Error that may be requested by Tiburon in accordance with Section 3.a hereof (Technical Service Requests), (b) such Error is reproduced by the Client in accordance with Section 3.k hereof (Error Reproduction), and (c) the Client has provided Tiburon with remote access to the System as required under Section 3 b hereof (Remote Access).

(ii) **Client Support Center.** Tiburon shall provide toll-free telephone support for operational and technical assistance. Support for Priority 1 Calls relating to Tiburon's Computer Aided Dispatch (CAD) software applications, Corrections Management (JailRECORDS, Premier IMS, JMS and CorrMedica) software applications, Mobile Dispatch (MobileCOM) software applications, Message Switch System (MSS) software applications and any critical interfaces to those systems shall be available twenty four hours a day, seven days a week (24x7). Support for all other calls and other Tiburon applications will be available during Tiburon's normal support hours of 8:00 a.m. to 5:30 p.m. local time in the Client's time zone (not including weekends and Tiburon holidays). Tiburon reserves the right to charge rates according to Exhibit B, Pricing and Payment Schedule call-out fees for any call received other than during Tiburon's normal support hours. Support will be provided in accordance with the attached Warranty and Maintenance Guidelines, which are attached hereto and incorporated herein as Main Agreement, Exhibit A.

(iii) **Status Reports.** Tiburon shall provide the Client with a monthly status report or ad-hoc report upon request (a "Monthly Status Report"). Each Status Report will include a summary of site activity and a summary of requests by the Client for technical services delivered in accordance with Section 3.a hereof (Technical Service Requests). Each Monthly Status Report will be delivered to the Client in accordance with the notice provisions

set forth in Main Agreement.

(iv) **Back-Ups.** Subject to the Client's obligations under Section 3.d hereof (Maintenance and Back-Ups), Tiburon shall support the Client in maintaining and/or updating the Back Up Schedule and Procedures, attached hereto as MSA Attachment 3

(v) **VCIN, NCIC, NIBRS/UCR, and NFIRS Updates.** Tiburon shall provide updates to the Covered Applications for Client use and installation in response to legal requirements mandated by the National Crime Information Center (NCIC), the Virginia Criminal Information Network (VCIN), the National Incident Based Reporting System/Uniform Crime Reporting (NIBRS/UCR), and the National Fire Incident Reporting System (NFIRS) when such requirements necessitate modification(s) to the Source Code relating to any Covered Application and are necessary for the proper performance of the Covered Application. Any other changes, including but not limited to, those mandated or offered by any state, county, city or municipal governmental entity, as well as changes to any Protocols are outside the scope of this Agreement.

b. **Support Options.** In addition to Basic Support, the Client may purchase support options as may be available from time to time. The terms and conditions for each Support Option shall be set forth in a separate exhibit which, upon payment of the required annual fee for such Support Option, shall automatically become part of this Agreement and shall be subject to the terms hereof.

c. **Enhancements.** From time to time, the Client may request Tiburon to provide under this Agreement services and materials to furnish, install and implement an Enhancement. The installation and implementation of such Enhancement shall be provided on a fixed-price basis. No Enhancement shall be provided under this Agreement unless (a) this Agreement is amended as necessary or appropriate to incorporate the Enhancement Terms relating to the Enhancement in a detailed Statement of Work (SOW) mutually agreed upon by both parties; (b) the Enhancement Terms are attached to this Agreement as a new exhibit and, except as specifically set forth therein, are subject to the terms of this Agreement; (c) the Enhancement Terms include terms regarding final acceptance of the Enhancement; (d) the Enhancement Terms provide that, upon final acceptance of the Enhancement, this Agreement shall be amended to incorporate the Enhancement as a Covered Application subject to the Client's payment of any necessary additional support fees relating to the Enhancement; and (e) the Enhancement Terms provide that, upon final acceptance of such Enhancement, the Software License Agreement shall be considered amended as necessary or appropriate to grant to the Client the appropriate rights to use the Enhancement, subject to payment in full of all amounts due under the Enhancement Terms.

d. **Out of Scope Services.** From time to time, the Client may request Tiburon to provide under this Agreement certain Out of Scope Services. Tiburon shall be under no firm obligation to perform any Out of Scope Services, but shall undertake to make a good faith effort to perform such services to the extent that it is capable of doing so without substantially interfering with its other obligations under this Agreement or with its obligations to its other clients. Any Out of Scope Services shall be provided, at Tiburon's option, on a fixed-quote basis with payment milestones or on a time and material basis at Tiburon's then current technical service rates plus all related travel, per diem and other expenses invoiced as incurred. No Out of Scope Services shall be provided under this Agreement unless: (a) this Agreement is amended as necessary or appropriate to incorporate the terms relating to the Out of Scope Services in a detailed Statement of Work (SOW) mutually agreed upon by both parties; (b) those terms are attached to this Agreement as a new exhibit and, except as specifically set forth therein, are subject to the terms of this Agreement; and, (c) those terms include agreed-to criteria regarding completion of the work, if applicable.

3. Client Responsibilities

- a. **Technical Service Request.** The Client shall provide all information requested by Tiburon necessary to complete its Technical Service Request form for each request for technical services, Enhancements, and Out of Scope Services.
- b. **Remote Access.** Ensure Tiburon (Cisco) VPN remote access including dedicated high speed (T1 (1.544mb/s) or greater bandwidth). Access to Client servers on Client site(s) must be interactive, including but not limited to PC Anywhere, Remote Desktop, VNC, telnet, *secure shell* (ssh), and application-level TCP/IP socket connectivity as determined necessary by Tiburon. Access provided to Tiburon must include local administrative control of all servers involved in Tiburon implementation. In addition, Tiburon requires the ability to dynamically upload/download files to the server(s) without third-party intervention. Client shall install and monitor during the term of this Agreement a dedicated high-speed data connection, as set forth above, and any other networking equipment specified in the Site, System and Network Specifications document MSA Attachment 2 to provide Tiburon remote access to the System. Tiburon shall not be responsible for any costs relating to the procurement, installation, maintenance and use of such equipment and all associated telephone use charges. Tiburon shall use the data connection solely in connection with the provision of its services hereunder. The Client may be required to run tests deemed necessary by Tiburon following each remote access as requested by Tiburon.
- c. **Physical Access.** The Client shall provide Tiburon with physical access to the System at any time during normal business hours with at least 24 hours of advanced notice. After normal business hours, the Client shall ensure that one of the Technical Support Coordinators designated under Section 5.11 hereof (Technical Support Coordinators) can be reached by phone or pager to (a) provide physical access to the System within two (2) hours of Tiburon's request for such access, and (b) remain on-site until Tiburon determines that there is no longer a need for physical access.
- d. **Maintenance and Back-Ups.** The Client shall ensure that maintenance and back-up activities relating to the Covered Applications and the System, including without limitation backing up databases and journal logs, purging out of date records and running reports and performing diagnostics, are carried out in accordance with the schedule and methodology specified in MSA Attachment 3 (Back Up Schedule and Procedures) attached hereto and incorporated herein by this reference.
- e. **Data Input.** The Client shall enter, update and maintain the input data as required for satisfactory operation of the Covered Applications, and be responsible for the accuracy of all Client-provided data.
- f. **System Security.** The Client shall ensure that the security of the System conforms in all respects to the federal, state, and/or local mandated law enforcement telecommunications requirements.
- g. **System Change, Alteration, or Modification.** The Client shall ensure that each Authorized Site conforms in all respects to the Site Specifications set forth on MSA Attachment 2 attached hereto and incorporated herein by this reference (the "Site, System and Network Specifications"). With the exception of routine software updates and operating system patches, the Client shall ensure that no change, alteration or modification is made to the System Configuration without the express prior written consent of Tiburon; provided, however, that said consent is not intended to constitute in any manner Tiburon's approval, certification, endorsement, or warranty of the System Configuration or System performance. If Tiburon learns of an incompatibility with a newly released operating system patch or software update, they shall inform the Client as soon as the issue is known.

- h. Database Change Authorization.** Client shall maintain a system to ensure that only authorized personnel have the ability to make changes to the Client's database and that a list of all such authorized personnel (and any updates thereto) be promptly delivered to the Tiburon Client Support Center. Each request for any change to a Client's database shall be accompanied by a signed letter of authorization from the Client's Authorized Client Representative, and shall contain all details of the requested change. Tiburon cannot assist Client personnel other than those on the most current authorization list.
- i. Authorized Client Representative.** The Client shall designate, in a written notice delivered in accordance with Main Agreement, a single individual to act as the Client's authorized representative for purposes of this Agreement (the "Client Representative"). Such individual (a) must be authorized to act on the Client's behalf with respect to all matters relating to this Agreement; (b) shall ensure the Client's compliance with its responsibilities under this Agreement; and (c) shall coordinate appropriate schedules in connection with Tiburon's services under this Agreement. The Client may change the individual designated hereunder by providing Tiburon advance written notice delivered in accordance with Section 23 hereof (Notices) designating the new individual authorized to act as the Client Representative.
- j. Technical Support Coordinators.** The Client shall designate, in a written notice delivered in accordance with ACG Main Agreement (Notices), one or more individuals to act as the Client's technical support coordinator (a "Technical Support Coordinator"). The Client shall ensure that each Technical Support Coordinator designated hereunder shall have received the proper training required and shall otherwise be familiar with the Covered Applications and the System. The Client shall ensure that, at all times, a Technical Support Coordinator is available (a) to screen operational assistance calls and handle operational problems, where appropriate; (b) to provide access to the System as required under Section 5.3 hereof (Physical Access); (c) to provide on-site technical assistance as required by Tiburon to aid Tiburon in performing its services hereunder; and (d) to review all Monthly Status Reports delivered hereunder. The Client may change any individual designated hereunder by providing Tiburon with advance written notice delivered in accordance with ACG Main Agreement (Notices) designating the new individual authorized to act as a Technical Support Coordinator.
- k. Error Reproduction.** Upon detection of any Error in any of the Covered Applications, the Client shall provide Tiburon a listing of command input, resulting output and any other data, including databases and back-up systems, that Tiburon may reasonably request in order to reproduce operating conditions similar to those present when the Error occurred.

4. Exclusions

- a. Failure to Observe Obligations.** Basic Support provided hereunder is expressly conditioned on the observance of the responsibilities of the Client set forth in Section 3 hereof (Client Responsibilities) and in the Software License Agreement. Any Additional Support Option provided hereunder is expressly conditioned on the observance of the responsibilities of the Client set forth in Section 3 hereof (Client Responsibilities), in the Software License Agreement and in the exhibit pertaining to such Additional Support Option.
- b. Erroneous Reported Problems.** If Tiburon performs on-site services for reported problems that are determined to be unrelated to Tiburon Applications or Services provided under these Contract Documents; the client may be charged for such services at Tiburon's current technical service rates plus related travel (Add amendment describing travel conditions – coach class, per diem rates, etc.)
- c. Failure of Remote Access.** If the Client fails for any reason to provide remote access to the System as required by Section 3.b hereof (Remote Access), Tiburon will, at the Client's

request, provide on-site services to correct an Error to the extent otherwise required hereunder and will charge the Client for such services at Tiburon's then current technical service rates plus all related travel, per diem and other expenses invoiced as incurred.

- d. **Unauthorized Modifications.** Tiburon is under no obligation to correct any Error in any of the Covered Applications if the Error is due to a modification or alteration to such Covered Application in violation of the terms of the Software License Agreement or relates to any portion of such Covered Application that has been affected by software not developed and/or installed by Tiburon. Tiburon is under no obligation to correct any problems caused by any modification or alteration to any component of the System or to the System Configuration in violation of the terms of this Agreement or caused by software or hardware not developed and/or installed by Tiburon. If requested by the Client, Tiburon will provide technical support services to resolve such problems pursuant to Section 2.d hereof (Out of Scope Services).
- e. **Unauthorized Use.** Tiburon is under no obligation to correct any Error in any of the Covered Applications or any problems with any other component of the System if such Error or other problem is caused by (a) accident, neglect, misuse or abuse on the part of any party other than Tiburon; (b) is due to exposure to conditions outside the range of the environmental, power and operating specifications provided by Tiburon in the Site Specifications set forth in MSA Attachment 2; or (c) use of any of the Covered Applications or any other component of the System for any purpose other than that for which it was originally acquired. If requested by the Client, Tiburon will provide technical support services to resolve such problems pursuant to Section 2.d hereof (Out of Scope Services).
- (i) Examples of accident, neglect, misuse, or abuse (This is not an all-inclusive list)
- If a Client representative "accidentally" deletes any record from the system.
 - If a Client representative enters invalid or incorrect data using the Tiburon application or any Tiburon provided component.
 - If a Client uses Tiburon provided backup scripts as provided, then changes the script and necessary/critical files are not being backed up
 - If a Client representative does not change out the backup tapes in the tape drive or establish a tape rotation system based on Tiburon recommendations
 - If a Client has a fire prevention system installed in a server room that is not recommended by the hardware manufacturer, damage is caused to the server, and data cannot be recovered
 - If a Client does not follow appropriate procedures for data entry or update as provided in the Tiburon documentation or provided during Tiburon training in the application and records become "broken".
 - If a Client representative violates any local, state, federal, or international law using any Tiburon application or Tiburon provided component.
- f. **Third-Party Products.** Tiburon shall have no responsibility for correcting or resolving any errors, defects or failures in any Third-Party Products. Tiburon's only obligation with respect to such Third-Party Products is to assist with the coordination of support services with the appropriate third-party vendor to the extent such support services are available to the Client.
- g. **Third-Party Product Compatibility.** Unless specified, Tiburon shall have no responsibility for any Third-Party Product provided and installed on or integrated into the System by any other party without Tiburon's prior written authorization, including but not limited to responsibility for the installation and integration of any such Third-Party Products, the condition, operation and performance of any such Third-Party Products, the compatibility of any such Third-Party Products with the Covered Applications, and any impact any such Third-Party Products have on the overall operation or performance of any of the Covered Applications or any other component of the System. If requested by the Client, Tiburon will

provide technical support services pursuant to Section 2.4 hereof (Out of Scope Services) to resolve any operation or performance problems relating to any of the Covered Applications or any other component of the System caused by any such Third-Party Products or to assist with the integration of any such Third-Party Products with or into any of the Covered Applications or any other component of the System.

- h. **General Disclaimer.** EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN OR IN THE MAIN AGREEMENT, TIBURON DISCLAIMS ALL WARRANTIES WITH RESPECT TO ANY OF THE COVERED APPLICATIONS OR ANY OTHER COMPONENT OF THE SYSTEM, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, TITLE AND/OR FITNESS FOR A PARTICULAR PURPOSE.

5. Informal Dispute Resolution

- a. The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 5.
 - i. If either party (the "Disputing Party") disputes any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under this Agreement, that party shall bring the matter to the attention of the other party at the earliest possible time in order to resolve such dispute.
 - ii. If such dispute is not resolved by the Technical Coordinators responsible for the subject matter of the dispute within ten (10) business days, the Disputing Party shall deliver to the first level of representatives below a written statement (a "Dispute Notice") describing the dispute in detail, including any time commitment and any fees or other costs involved.
 - iii. Receipt by the first level of representatives of a Dispute Notice shall commence a time period within which the respective representatives must exercise their best effort to resolve the dispute. As detailed below, if the respective representatives cannot resolve the dispute within the given time periods, the dispute shall be escalated to the next higher level of representatives in the sequence as set forth below.
 - iv. If the parties are unable to resolve the dispute in accordance with the escalation procedures and within the time periods set forth below, the parties may assert their rights as set forth in the Dispute Resolution section of this Agreement.

<u>Escalation Timetable (Business Days)</u>	<u>Tiburon Representative</u>	<u>Client Representative</u>
0 to 5 th	Client Liaison	Deputy Director OEM
6 th to 10 th	TASC Director	Public Safety Tech Mgr
11 th to 15 th	Executive Officer	Director OEM

- b. Notwithstanding the fact that the parties may be attempting to resolve a dispute in accordance with the informal dispute resolution procedures set forth in Section 5 hereof, the parties agree to continue without delay all their respective responsibilities under this Agreement that are not affected by the dispute.

6. No Third Party Beneficiaries

This Agreement is entered into for the sole benefit of the Client and Tiburon and, where permitted above, their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hands as set forth below.

Arlington County:

Tiburon, Inc.

By: _____
Name:
Title:

By: _____
Name:
Title:

Tiburon MSA Attachment 1 DEFINITIONS

This Attachment is attached to, incorporated into, and forms a part of the Master Support Agreement, dated _____, 20__, between Tiburon and the Client (herein referred to as the "MSA"). Capitalized terms used in the MSA or any attachments thereto shall have the definitions set forth herein unless otherwise defined in the MSA. In the event of conflict between the terms and conditions set forth herein and those set forth in the MSA, the terms and conditions set forth in the Main Agreement shall prevail.

1. **"As-Built Specifications"** shall mean, with respect to any of the Covered Applications, the specifications for such Covered Application delivered to the Client upon the Client's acceptance of such Covered Application, as the same may be modified or supplemented from time to time to reflect Enhancements provided hereunder.

2. **"Authorized Server"** shall mean, with respect to any of the Covered Applications, the server identified as corresponding to such Covered Application on MSA Attachment 2 attached to the Agreement and incorporated therein by reference.

3. **"Authorized Site"** shall mean, with respect to any of the Authorized Servers, the address and room number identified as corresponding the such Authorized Server on MSA Attachment 2 attached to the Agreement and incorporated therein by reference.

4. **"Communications Interfaces"** shall mean ethernet networking, serial connectivity to net clock and ANI/ALI, serial connectivity to HACMP, national, state and local governments, TCP/IP or other routing statements.

5. **"Covered Application"** shall mean each software application and interface developed by Tiburon in accordance with the As-Built Specifications relating thereto which application is identified as a Covered Application on Exhibit 2 attached to the Agreement and incorporated therein by reference, including all Maintenance Modifications thereto, all Derivative Works thereof, and all related Documentation.

6. **Database Administration (DBA) Support** shall mean services available to Clients to assist in the administration of the system database.

7. **"Derivative Works"** shall mean, with respect to any Covered Application, any translation, abridgement, revision, modification, or other form in which such Covered Application may be recast, transformed, modified, adapted or approved after the Effective Date.

8. **"Enhancement"** shall mean, with respect to any Covered Application, a computer program modification or addition, other than a Maintenance Modification, that alters the functionality of, or adds new functions to, such Covered Application and that is integrated with such Covered Application after the Effective Date, or that is related to a given Covered Application but offered separately by Tiburon after the Effective Date.

9. **"Enhancement Terms"** shall mean, with respect to any Enhancement provided pursuant to the Agreement, the mutually negotiated terms and conditions specifically relating to an Enhancement and included as part of the Agreement in accordance with Section 2.c (Enhancements) thereof.

10. **"Error"** shall mean, with respect to any Covered Application, a defect in the Source Code for such Covered Application that prevents such Covered Application from functioning in substantial conformity with the As-Built Specifications pertaining thereto.

11. **"Maintenance Modification"** shall mean, with respect to any Covered Application, a computer software change integrated with such Covered Application during the term of the Agreement to correct any

Errors therein, but that does not alter the functionality of such Covered Application or add new functions thereto.

12. **“Object Code”** shall mean computer programs assembled or compiled from Source Code in magnetic or electronic binary form on software media, which are readable and usable by machines, but not generally readable by humans without reverse-assembly, reverse-compiling, or reverse-engineering.

13. **“Out of Scope Services”** shall consist of any services provided under this Agreement that are outside the scope of those services specifically and expressly identified under, and provided pursuant to, Section 2.a (Basic Support), Section 2.b (Support Options) or Section 2.c (Enhancements) of the Agreement.

14. **“Priority 1 Call”** shall mean a call requesting technical support for an Error in any Covered Application or a failure of the Authorized Server on which such Covered Application is installed that prevents continued use or operation of the System, impacts all or substantially all operators using the System, halts or severely impacts critical System operations or endangers the integrity of any database on any of the Authorized Servers. The term Priority 1 Call shall not include calls requesting technical support relating to a problem encountered with substantially less than all functions of a Covered Application or all records of a database on any of the Authorized Servers, or to a failure in individual components of the network communications equipment, communications lines, terminals, workstations, printers, terminal servers or modems. Tiburon and the Client shall have shared responsibility in determining whether a Technical Service Request constitutes a Priority 1 Call.

15. **“Protocol”** shall mean the method governing exchange or transmission of data between devices. Examples include, but are not limited to TCP/IP, SNA, CDPD, RNC, RS232.

16. **“Software License Agreement”** shall mean any software license agreement between Tiburon and the Client pursuant to which Tiburon has granted a limited license to use the Covered Applications in accordance with the terms and conditions thereof, as the same may be amended or otherwise modified from time to time.

17. **“Source Code”** shall mean computer programs written in higher-level programming languages, sometimes accompanied by English language comments. Source Code is intelligible to trained programmers and may be translated to Object Code for operation on computer equipment through the process of compiling.

18. **“System Configuration”** shall mean the configuration for the System other than the Covered Applications existing as of the Effective Date together with any modifications or alterations thereto permitted hereunder, including without limitation the configuration of the Authorized Servers, any operating system installed on any of the Authorized Servers, any database or other third party software products installed on any of the Authorized Servers, any PC or other workstation equipment having access to any of the Covered Applications, any network communications equipment and any other third party software, wiring, cabling and connections and other hardware relating to any such Authorized Server, workstation or network communications equipment located at any of the Authorized Sites.

19. **“Third-Party Products”** shall mean all software and hardware components of the System other than the Covered Applications.

MSA Attachment 2: SITE, SYSTEM AND NETWORK SPECIFICATIONS

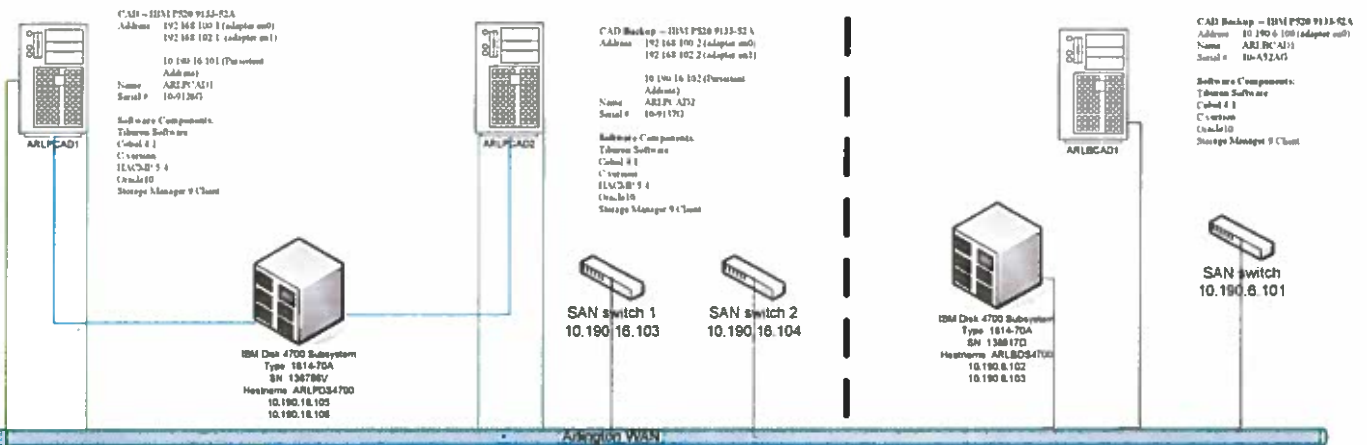
This Attachment is attached to, incorporated into, and forms a part of the Master Support Agreement, dated _____, 20__, between Tiburon and the Client (herein referred to as the "MSA"). Capitalized terms used in the MSA or any attachments thereto shall have the definitions set forth herein unless otherwise defined in the MSA. In the event of conflict between the terms and conditions set forth herein and those set forth in the MSA, the terms and conditions set forth in the Main Agreement shall prevail.

Arlington County Tiburon Application & Server relationships

IBM HACMP Cluster with 2 nodes:
Cluster Name: CAD
Nodes: ARLPCAD1 and ARLPCAD2
HACMP Service address:
CADSRVR 10.190.16.100

Primary Site – New ECC

Backup Site – Old ECC



Network
Subnet: 10.190.16.0
192.168.100.0
192.168.102.0

Assigned addresses
10.190.16.100 CADSRVR
10.190.16.101 cad_host1
10.190.16.102 cad_host2
10.190.16.103 San switch 1
10.190.16.104 San switch 2
10.190.16.105 DS4700-A
10.190.16.106 DS4700-B

Network
Subnet: 10.190.16.0
Link: 255.255.252.0
Gateway: 10.190.16.1

Arlington IBM SAN Configuration – CAD

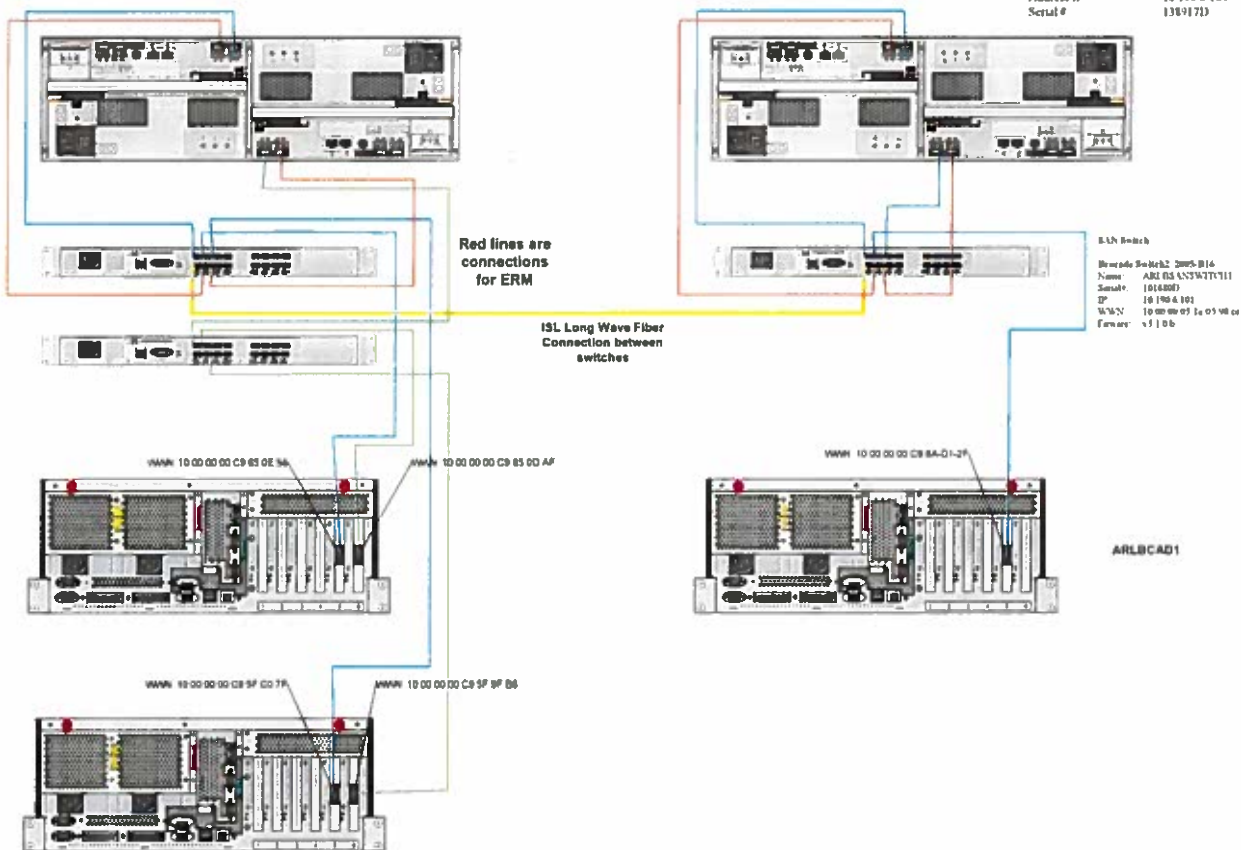
Disk Arrays:
ARI.PDS4700 1814-70A
 Address A 10 190 16 105
 Address B 10 190 16 106
 Serial # 1388431

Disk Arrays:
ARI.BDS4700 1814-70A
 Address A 10 190 6 102
 Address B 10 190 6 103
 Serial # 1389171

ISL Switches
 Brocade 5e-M42 2005-B16
 Name ARI.SANSWTC1101
 Serial# 1016183
 IP 10 190 16 101
 WWN 10 00 00 01 1a 05 19 77
 Firmware v3.10b

Brocade 5e-M42 2005-B16
 Name ARI.SANSWTC1102
 Serial# 1016182
 IP 10 190 16 104
 WWN 10 00 00 01 1a 05 1f 20
 Firmware v3.10b

ISL Switch
 Brocade 5e-M42 2005-B16
 Name ARI.BSANSWTC111
 Serial# 1016400
 IP 10 190 6 101
 WWN 10 00 00 03 1a 05 08 0a
 Firmware v3.10b



Arlington VA
Primary Site



ARLVAAPPTTEST - 10.190.16.227 Dell PowerEdge R710

ARLVACARS - 10.190.16.226 Dell PowerEdge R710

ARLVAREB - 10.190.16.225 Dell PowerEdge R710

ARLVADWH - 10.190.16.224 Dell PowerEdge R710

ARLVABKUPCAD - 10.190.6.108 Dell PowerEdge R710

ARLVABKUPDB - 10.190.6.107229 Dell PowerEdge R710

Monitor / Keyboard

ARLVACADAPP - 10.190.16.223
ftServer 4500

• ARLVAMSS - 10.190.16.222
ftServer 4500

ARLVADB - 10.190.16.221
ftServer 4500

ip:10.0.0.2 / 10.0.0.3
ftScalable Storage G2
Disk Array

MSA Attachment 3
BACK UP SCHEDULE AND PROCEDURES

This Attachment is attached to, incorporated into, and forms a part of the Master Support Agreement, dated _____, 20__, between Tiburon and the Client (herein referred to as the "MSA"). Capitalized terms used in the MSA or any attachments thereto shall have the definitions set forth herein unless otherwise defined in the MSA. In the event of conflict between the terms and conditions set forth herein and those set forth in the MSA, the terms and conditions set forth in the Main Agreement shall prevail.

Tiburon Master Support Agreement Back Up Schedule & Procedures

General Notes on Backups

This document describes the procedures to backup the minimum set of files required to recover application and/or data files in the event of a hardware failure or data loss. These procedures assume that if the server needs to be completely rebuilt/restored, the system files may need to be restored prior to restoring these files. This may include the need to reinstall the operating system files and any other required supporting applications (PC Anywhere, WinZip, etc.).

In addition, the client may choose to backup other files on the servers or use utilities to simplify total system recovery in the event a server is completely lost or all data is lost. This is acceptable as long as the precautions listed above are followed. In particular, the application file folders should be backed up without locking the files. Locking these files during the backup could cause undesirable effects to the application.

CAD Backups

Introduction

Regular backups are essential to preserve the CAD system data in the unlikely event of a catastrophic hardware failure or other major problem. While the server may include fault-tolerant and/or redundant systems, serious hardware or software failures resulting in data loss are still possible. In addition, events such as fire, flood, or other general disasters can destroy equipment.

It may be desirable to store a copy of backups on-site so that they are readily available; however, Tiburon recommends that an off-site copy be maintained in case the Center, and its contents, are damaged or destroyed.

How and when the database is backed up will depend on the database used (Oracle or SQL Server) as well as the needs of the individual client site.

CAD System Backups

A backup of the functioning CAD system is not necessary. Current "static" data (i.e., data maintained in the File Maintenance tables/database including geo data), and "dynamic" data (i.e., calls, units, assignments, current sequence values, histories, etc.) are present on each active workstation, and on the server; static data and histories are stored in the database as well (provided there have not been major changes without a synchronize, in the case of static data; and that it has been up as a functioning CAD file server, in the case of histories). Only a total loss of all computers participating in the CAD system will cause this data to be lost, and backups of the data can quickly become out-of-date as new calls are entered, units are assigned, etc. For these reasons, it is neither required nor feasible to perform backups of the CAD system files on each workstation and server.

When backing up CAD workstations or the CAD server hard drive, do not use software that "locks" files to writing—if this is not possible, the backup should exclude the CAD directory (which contains the "Startup.exe" and other programs) as well as all the directories inside it. The CAD files must be updated in real-time based on the system activity; locking these files so that they cannot be written will prevent the workstation from keeping up with the CAD system, which will cause CAD to fatally exit on that workstation (to preserve data integrity). If this occurs, the workstation can be restarted once the backup is complete (or has at least passed the CAD directory). Until the backup is done with the CAD files, the CAD system will simply crash itself if it is prevented from writing to the files.

Tiburon Master Support Agreement Back Up Schedule & Procedures

Note: If the workstation.ini file is customized on some machines, it may be worthwhile to back it up. Tiburon also recommends a backup of any non-distributed .ini files that are present. Reinstalling and connecting to the CAD system will restore everything else.

In addition to the Oracle or SQL database, the other item that must be backed up is the distribution directory on the CAD distribution Server (see the As-Built Documentation to identify the Software Distribution server for the CAD system). If the current distribution is lost, Tiburon can replace it; however, we cannot replace any site-customized .ini or .hlp files that were set for distribution.

CAD Operations During a Backup

The CAD system should not be shut down to perform backups. The individual CAD workstations continue operating while the backup is being performed. The database server also remains active and the database is available for queries and other transactions throughout the backup process.

Note: The CAD server may run slightly slower during backups. The only potential adverse effects are longer response times for history inquiries and synchronizing operations.

Database Backups – Oracle

Starting with Oracle Version 9i, Tiburon production database backup is performed using the Oracle Recovery Manager Tool (RMAN). Prior to Oracle 9i, the production database backup was performed using a Tiburon database backup script. Tiburon implements a hot backup scheme for the production database. This means that the production database can remain open and allow normal activity while the database is being backed up. It is important to note that the database hot backups are special backups and are only performed using special tools such as RMAN. Simply copying the database files while the database is open for normal operations using the operating system copy command is not appropriate, as such backup files are not useful for database recovery purposes.

The Tiburon Oracle hot backup is primarily a full disk backup of the production database. In addition to backup of the data files, this process also backs up the archive log (Journal) files. The backup is scheduled to run nightly. Upon backup completion, this process places the backed up database files in a dedicated backup directory. This backup directory is then copied to a Tape device as part of the Tiburon master backup. The availability of backups on disk considerably reduces the recovery time.

Tiburon will work with client to define the disk space requirements for database disk backups during the database sizing stage of the project.

Database Backups – SQL Server

Tiburon SQL Server 2000 production database backup is performed using SQL Server Enterprise Manager maintenance plans. Tiburon implements a hot backup scheme for production databases. This means the production database can remain open and allow normal activity while the database is being backed up. It is important to note that the database hot backups are special backups and are only performed using special tools such as SQL Server Enterprise Manager maintenance plans. Simply copying the database files while the database is open for normal operations using the operating system copy command is not appropriate as such backup files are not useful for database recovery purpose.

The Tiburon SQL Server hot backup is primarily a full disk backup of the production database. In addition to backing up the data files this process also backs up the Transaction logs for the production database. The backup is scheduled to run nightly. Upon backup completion, this process places the backed up database files in a dedicated backup directory. In addition to backing up the Tiburon production database, Tiburon SQL Server backup also includes

Tiburon Master Support Agreement Back Up Schedule & Procedures

maintenance plans for performing disk backup of MASTER, MSDB and MODEL system databases. The backed up files for these databases are also placed in the dedicated backup directory. This backup directory is then copied to a Tape device as part of the Tiburon master backup. The availability of backups on disk considerably reduces the recovery time.

Tiburon will work with client to define the disk space requirements for database disk backups during the database sizing stage of the project.

RMS Backups

System Backup Requirements for RMS/Ti

These procedures do not address the requirements for backing up an Oracle or SQL Server database; the same procedures as described above for the CAD database files apply to the RMS database files.

On the RMS/Ti server there should be an "RMS_Ti" folder; within that folder are additional folders for the production (prd) and training (trn) systems. The components to be backed up from these directories are addressed below.

Firstly, under the production folder there should be at minimum three additional directories:

- Bin
- Datrms
- Dmp

Bin Directory

From the Bin Directory, only "RmsTiSystem.ini" and any other configuration files should be backed up. Other configuration files would include batch files used in place of the script files used in the UNIX environment. These are usually files called from within applications for FTPing or uploading either from or into the system, such as "Autocite.bat", "btpawn.parm" and "btcite.parm". It may be easier to determine what can be ignored by the backup in this directory: all executables (.exe), dynamic link libraries (.dll), COBOL-generated files (.gnt) and system tables (.tab). There are currently eight (8) additional shared memory files which should also be ignored; those files have names associated with the site and system settings outlined in the "RmsTiSystem.ini" configuration file. They will have names similar to the following:

{sitename}.Prd.commands	{sitename}.Prd.commands
{sitename}.Prd.fields	{sitename}.Prd.fields
{sitename}.Prd.master	{sitename}.Prd.master
{sitename}.Prd.MessageQueues.dat	{sitename}.Prd.MessageQueues.dat
{sitename}.MessageCount.dat	{sitename}.Prd.MessageCount.dat
{sitename}.system	{sitename}.Prd.system
{sitename}.Prd.uxappl1	{sitename}.Prd.uxappl1
{sitename}.Prd.uxiob	{sitename}.Prd.uxiob

Datrms Directory

From the Datrms directory, all files except SSF1.xfl should be backed up. However, these files should not be locked by the backup process.

Tiburon Master Support Agreement Back Up Schedule & Procedures

Dmp Directory

As far as the operation of the system is concerned, nothing from the Dmp directory should be backed up, as these are all dynamic files that will be recreated when the system is restarted and contain no static data.

Next, under the training folder there should be at minimum five (5) additional directories:

- Bin
- Batch
- Datrms
- Dmp
- Tables

Bin, Datrms and Dmp Directories

From the Bin, Datrms and Dmp directories, the process should be the same as production above.

Batch Directory

Everything from the Batch directory should be backed up.

Tables Directory

Everything from the Tables directory should be backed up.

GUI Distribution

The As-Built Documentation should be reviewed to locate the server and folder name for the RMS distribution files. This folder should be added to the system backup of that server.

As mentioned earlier, use the same procedures as described under the CAD/Ti section for the backup if the Oracle or SQL server database files.

Tiburon CARS Directories

The Directory paths may differ slightly by name; however, the targeted files should not. Look for a Volume named "Programs" (normally the D: Volume). There are two directories that need to be backed up: TibCars, and TibCars Base.

GUI Distribution

Sometimes the CARS Server is used as the GUI Distribution for RMS and/or CAD workstation distribution. If your CARS server is also the GUI Distribution server, please include these distribution folders in the Daily Backups. These can normally be found under the D: (Program) Volume. These folder names should be RMS_Distrib, RMS_TI. If your CARS Server is also your Tiburon WEB Application server, please backup the RMS_WEB Directory which is normally found under the D: Volume. A review of the As-Built Documentation will identify the location of all distribution folders.

WebQuery Server

The WebQuery servers do not contain any user data, only the web page files. All user data is stored on the associated CAD, CARS or RMS server. However, the web page files should be backed up on a regular basis to simplify restoration of the server in the event of hardware failure or data loss. If any of the following folders are on the server they should be backup up: Inetpub, TibRoot, Tiburon, RMS_Web.

Tiburon Master Support Agreement Back Up Schedule & Procedures

UNIX® System backups

The Tiburon UNIX systems require two types of backups; one for the Tiburon Application and database, and one for the operating system (OS).

The OS backup should occur monthly or when any major OS-related or password changes occur. The OS backup normally backs up just OS volume groups (Logical Volumes) and should be a Bootable Backup (normal place on a tape medium), and provide a complete OS system recovery in case of total equipment loss.

The Tiburon Application and database backup should encompass the Tiburon Application file systems, database files, and the output files of the Oracle database backup files, if applicable.

The two basic types of Tiburon Application files, CAD (Computer Aided Dispatch) and RMS (Records Management System), are copied to a magnetic media tape device along with the output from the Oracle backup procedures and the RMSDATA backup routines (if required).

The Log files used to review the completeness of the Tiburon backup utilities are normally stored in the UNIX System directory "/tmp/backup or /tmp/backuplogs". The RMS Application system's RMSDATA backup logs are stored in the "{mount point}/{system type}/log" directory in text log files called "daily.*" The Oracle backup utility stores the Oracle output database files in the filesystem location of "{mount point}/oracle/orabackup/{\$ORACLE_SID}/, /{ mount point}/oracle/orabackup/{\$ORACLE_SID }", or some variant of that naming convention

Depending on the magnetic tape device used to store the Tiburon backup data the Tiburon master backup utilities can vary in complexity. The master backup utilities should be launched daily from the system's crontab service.

If required, Tiburon will set up the backup process for each Tiburon Application and ensure functionality of the Tiburon-supplied backup scripts. Changes to those scripts shall only be made by Tiburon technical staff. Any changes requested by the Client shall be requested through the Tiburon Account Manager and/or the Tiburon "HEAT" system.

Contract Number	FY16	FY15	FY14 Total	FY14 Q2-4 NOT YET PAID	FY14 Q1 PAID IN FULL	FY14 TOTAL WITH 3% Increase to existing systems only before NEW purchases	FY13
#557-14 Pricing & Payment Schedule	FY16	FY15	FY14 Total	FY14 Q2-4 NOT YET PAID	FY14 Q1 PAID IN FULL	FY14 TOTAL WITH 3% Increase to existing systems only before NEW purchases	FY13
Contract Number	557-14	557-14	557-14	14	447-10 (PAID)	447-10 (PAID)	
#557-14 Pricing & Payment Schedule	FY16	FY15	FY14 Total	FY14 Q2-4 NOT YET PAID	FY14 Q1 PAID IN FULL	FY14 Total with 3% Increase to existing systems only before NEW purchases	FY13
Invoice to be sent 90 days before 10/24/14 Anniversary Date, with payment due date of 10/24/2015.	Invoice to be sent 90 days before 10/24/14 Anniversary Date, with payment due date of 10/24/2015.	Invoice to be sent at Effective Date for Q2-4 and paid Pursuant to Main Agreement	Invoice to be sent at Effective Date for Q2-4 and paid Pursuant to Main Agreement	Invoice to be sent at Effective Date for Q2-4 and paid Pursuant to Main Agreement	FY14 Q1 PAID IN FULL	FY14 Q1 PAID IN FULL	
Service Dates (12 months coverage)	10/24/15 - 10/23/16	10/24/14 - 10/23/15	10/24/13 - 10/23/14 - NEW purchase service date 2/24/14 - 10/23/14	10/24/13 - 10/23/14 - NEW purchase service date 2/24/14 - 10/23/14	10/24/12 - 1/23/14	10/24/13 - 1/23/12	
Criminal Justice							
PRMS/2000 (Police RMS)	\$ 53,861.61	\$ 52,292.82	\$ 50,769.73	\$ 37,830.73	\$ 12,939.00	\$ 50,769.73	\$ 49,291.00
PRMS - 24x7 Coverage (NO \$ % Increases)	\$ 7,000.00	\$ 7,000.00	\$ 4,666.67	\$ 4,666.67	\$ NEW for FY14	\$ 7,090.25	\$ 27,820.30
CMS/2000 (Corrections RMS)	\$ 29,514.56	\$ 28,654.91	\$ 27,820.30	\$ 20,730.05	\$ 7,090.25	\$ 27,820.30	\$ 27,010.00
CPS (Civil Process System - CMS module)	\$ 6,489.71	\$ 6,300.69	\$ 6,117.17	\$ 4,558.17	\$ 1,559.00	\$ 6,117.17	\$ 5,939.00
FRMS (Fire RMS)	\$ 43,299.31	\$ 42,038.16	\$ 40,813.75	\$ 30,412.00	\$ 10,401.75	\$ 40,813.75	\$ 39,625.00
FRMS - 24x7 Coverage (NO \$ % Increases)	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 5,250.00	\$ 1,750.00	\$ 7,000.00	\$ 7,000.00
CAD (Computer Aid Dispatch)	\$ 106,733.20	\$ 103,624.47	\$ 100,606.28	\$ 74,966.28	\$ 25,640.00	\$ 100,606.28	\$ 97,676.00
CAD Escrow Annual Fee	\$ 1,594.29	\$ 1,547.85	\$ 1,502.77	\$ 1,119.77	\$ 383.00	\$ 1,502.77	\$ 1,459.00
CAD MSS (CAD Message Switch)	\$ 24,603.84	\$ 23,887.22	\$ 23,191.48	\$ 17,281.48	\$ 5,910.00	\$ 23,191.48	\$ 22,516.00
911 Mapping (Routing Units in MDS)	\$ 23,062.00	\$ 22,390.29	\$ 21,738.15	\$ 16,197.90	\$ 5,540.25	\$ 21,738.15	\$ 21,105.00
MDS (Mobile Data System)	\$ 33,689.87	\$ 32,708.61	\$ 31,755.93	\$ 23,662.93	\$ 8,093.00	\$ 31,755.93	\$ 30,831.00
AVL Interface (Auto Vehicle Locator)	\$ 4,462.70	\$ 4,332.72	\$ 4,206.52	\$ 3,134.52	\$ 1,072.00	\$ 4,206.52	\$ 4,084.00
CAD/CAD Data Interface (Inv'd Separately due to funding source) From FY11 to present date:	\$ 42,166.15	\$ 40,938.01	\$ 39,745.64	\$ 29,616.39	\$ 10,129.25	\$ 39,745.64	\$ 38,588.00
Total Annual Payment Amount	\$ 431,180.56	\$ 419,029.67	\$ 398,151.02	\$ 301,343.77	\$ 96,807.25	\$ 379,986.69	\$ 369,123.00
Initial Contract Amount, excluding FY14 Q1 payment	\$ 1,151,554.00						

Optional Renewal Years: FY17, FY18, FY19 with Service Dates 10/24 - 10/23 each year. % Increases ONLY up to 3% of previous years pricing per each covered application, excluding optional 24x7 coverage.

ADDITIONAL SERVICES

SOFTWARE AND NEW RELEASES

Minimum 20% off of LIST FOR NEW RELEASES OF COVERED APPLICATIONS. TIBURON LIST PRICING PROVIDED BELOW.

CAD EDITIONS

Product Family	ID	ID Description	Description	Software License	Server License	Implementation Fee
Total Command CAD						
Licensing						
TC-CAD	WS-1000	WORKSTATIONS	CommandCAD User License per seat	\$ 7,000	\$ 182,000	
			WebQUERY Workstations (Per Seat Licenses)	\$ 300	\$ 15,000	
			Base Charge (Must be included with new Maverick Install)	\$ 21,775		
			May Lic.	\$ 1,648		
			Mob Lic.	\$ 214		
			LVS PREMIUM A (current May)	\$ 10,700		
			LVS PREMIUM B (current Tib w/new May)	\$ 16,050		
TC-CAD	WS-1000	WORKSTATIONS	LVS PREMIUM C (New Tib clients)	\$ 26,750		
Add On Features						
TC-CAD	INT-1000	INTERFACE TO STATE	Message Switch - Queries that are available are the State Uploads - not modifiable by the client		25000	\$75,000
TC-CAD	RO-1000	REMOTE OPTIONS	CommandCAD Disaster Recovery Backup System		\$ 200,000	\$60,000

MOB EDITIONS

Pr. Family	ID	ID Description	Description	Software License	Server License	Implementation Fee
Total Command MobileCOM						
Licensing						
TC-MOB	WS-1001	WORKSTATIONS	MobileCOM Concurrent License per seat	\$ 3,500	\$ 45,000	
Add On Features						
TC-MOB	WS-2001	MOB WORKSTATION ADD ON FEATURES	Tiburon Mobility Solution (tm) for the iPad	\$ 500	\$ 10,000	

RMS Editions

Pr. Family	ID	ID Description	Description	Software License	Server License	Implementation Fee
Total Command LawRECORDS						

Licensing									
TC-RMS	WS-1003	WORKSTATIONS	LawRECORDS (Per Seat Licenses)	\$	1,500	\$	95,000		
TC-RMS	WS-1003	WORKSTATIONS	LawRECORDS Concurrent License per seat	\$	3,500	\$	95,000		
TC-RMS	WS-1003	WORKSTATIONS	LawRECORDS Site License	\$	1,875	\$	95,000		
Add On Features									
TC-RMS	WS-2003	LAW WORKSTATION ADD ON FEATURES	WebQUERY Workstations (Per Seat Licenses)	\$	300	\$	15,000		
TC-RMS	WS-2003	LAW WORKSTATION ADD ON FEATURES	MobileREPORTS License	\$	1,000				
TC-RMS	WS-2003	LAW WORKSTATION ADD ON FEATURES	LawRECORDS Disaster Recovery Backup System	\$	200,000	\$	60,000		
TC-RMS	WS-2003	LAW WORKSTATION ADD ON FEATURES	LawRECORDS Additional Agency(ies)	\$	15,000	\$	45,000		
TC-CAD	INT-1000	INTERFACE TO STATE)	Uploads - not modifiable by the client	\$	25,000	\$	75,000		
TC-CAD	INT-1000	INTERFACE TO STATE)	Reformat Designer						
Interfaces									
TC-RMS	INT-2003	INTERFACES, STANDARD API	AutoCite interface			\$	10,000	\$	25,000
TC-RMS	INT-2003	INTERFACES, STANDARD API	Citation Import					\$	8,500
TC-RMS	1003	MODULES	False Alarm Ordinance Based Information *LOE Required*					\$	8,500
TC-RMS	INT-2003	INTERFACES, STANDARD API	Fingerprint Interface					\$	8,500
TC-RMS	INT-2003	INTERFACES, STANDARD API	Intelligence Document Imaging interface - following available ICD					\$	8,500
TC-RMS	MOD-1003	MODULES	Mugsshots/Imaging					\$	8,500
TC-RMS	MOD-1003	MODULES	PocketProp handheld					\$	8,500
TC-RMS	MOD-1003	MODULES	Property Special Systems workstations	\$	500			\$	8,500
TC-RMS	MOD-1003	MODULES	Property/Evidence bar code system					\$	8,500
TC-RMS	INT-2003	INTERFACES, STANDARD API	State Upload Module	\$	50,000	\$	125,000		
TC-RMS	INT-2003	INTERFACES, STANDARD API	Telesatff Interface	\$	10,000	\$	25,000		
TC-RMS	1003	MODULES	Tiburon Imaging System workstation licenses	\$	1,000	\$	10,000		
TC-RMS	1003	MODULES	Traffic Management *LOE Required*			\$		\$	8,500
TC-RMS	1003	MODULES	UCR or NIBRS Module			\$	15,000	\$	35,000
Misc Features									
TC-RMS	DC-1003	DATA CONVERSION	Tiburon to Tiburon conversion						
TC-RMS	DC-2003	3RD PARTY DATA CONVERSION	3rd Party to Tiburon Conversions: Up to 25 tables, limited to 100 data fields per table						
TC-RMS	DC-2003	3RD PARTY DATA CONVERSION	3rd Party to Tiburon Conversions: Up to 50 tables, limited to 100 data fields per table						
TC-RMS	DC-2003	3RD PARTY DATA CONVERSION	3rd Party to Tiburon Conversions: Up to 100 tables, limited to 100 data fields per table						
Training Services									
TC-RMS	TRNG-1003	TRAINING SERVICES	LawRECORDS System Code Table Training & Authorities, limit 6 students						

TC-RMS	TRNG-1003	TRAINING SERVICES	Total Command Law Records Train the Trainer				
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Total Enforcement LAW RECORDS

Licensing							
TE-RMS	SpecB-2000	SPECIAL BUNDLE	TE 75 User Bundle (Includes NIBRS or UCR, State Forms, IVE TEK, NCIC)	\$	194,375		
TE-RMS	SpecB-2001	SPECIAL BUNDLE - 1	TE 50 User Bundle (Includes NIBRS or UCR, State Forms, IVE TEK, NCIC)	\$	158,750		
TE-RMS	SpecB-2002	SPECIAL BUNDLE - 2	TE 25 User Bundle (Includes NIBRS or UCR, State Forms, IVE TEK, NCIC)	\$	123,125		
TE-RMS	SpecB-2003	SPECIAL BUNDLE - 3	TE 10 User Bundle (Includes NIBRS or UCR, State Forms, IVE TEK, NCIC)	\$	101,750		
TE-RMS	SRVR-1000	TE SERVERS	TE Server Software License - 76 Users or more	\$	42,000		
TE-RMS	SRVR-2000	TE SERVERS	TE Server SW Upgrade (if any client licenses are added to a 75 User Package)	\$	100,000		
TE-RMS	SRVR-3000	TE SERVERS	TE Special Purpose Server	\$	10,000		
TE-RMS	CL-1000	TE CLIENTS LICENSE	TE Client SW (desktop or mobile), per User license	\$	1,425		
TE-RMS	CL-1001	TE CLIENTS LICENSE	TE Special Purpose Client SW (desktop or mobile), per Seat	\$	1,425		
TE-RMS	CL-1002	TE CLIENTS LICENSE	TE Client SW (desktop or mobile), per Seat license	\$	2,850		
TE-RMS	CL-1003	TE CLIENTS LICENSE	TE Client SW (desktop or mobile), per concurrent user license	\$	4,750		
Interfaces							
TE-RMS	INT-1012	INTERFACES, STANDARD API	Total Enforcement Law Records Crash/Citations Interface to IVE TEK	\$	12,500		
TE-RMS	INT-1012	INTERFACES, STANDARD API	Total Enforcement Law Records State/NCIC Interface (if not purchased w CAD)	\$	18,000		
TE-RMS	INT-1012	INTERFACES, STANDARD API	Total Enforcement Law Records NIBRS Interface	\$	15,000		
TE-RMS	INT-1012	INTERFACES, STANDARD API	Total Enforcement Law Records UCR Interface	\$	15,000		
TE-RMS	INT-1012	INTERFACES, STANDARD API	Total Enforcement Law Records TRACS Interface	\$	15,000		
TE-RMS	INT-1012	INTERFACES, STANDARD API	Total Enforcement Law Records Livescan Digital Fingerprinting Interface	\$	15,000		
TE-RMS	INT-1012	INTERFACES, STANDARD API	Total Enforcement Law Records Coplogic Interface	\$	7,500		
TE-RMS	INT-1012	INTERFACES, STANDARD API	Total Enforcement Law Records AP's Parking Ticket System Interface	\$	7,500		
TE-RMS	INT-1012	INTERFACES, STANDARD API	Total Enforcement Law Records AM/CAD Court System Interface	\$	25,000		
TE-RMS	INT-1012	INTERFACES, STANDARD API	Total Enforcement Law Records TeleStaff Interface	\$	15,000		
Add On Features							
TE-RMS	WS-2012	CAD WORKSTATION ADD ON FEATURES	Custom Import or Export Interface (one way interface using existing product fields)	\$	12,500		

TE-RMS	WS-2012	CAD WORKSTATION ADD ON FEATURES	Custom Import or Export Interface (two way interface using existing product fields)	\$	12,500		
Training Services							
TE-RMS	TRNG-1012	TRAINING SERVICES	TE Admin - Remote - 5 days - max of 4 students				
TE-RMS	TRNG-1012	TRAINING SERVICES	TE Train The Trainer - Onsite - 4 days - max of 8 students				
TE-RMS	TRNG-1012	TRAINING SERVICES	TE Refresher Training - Remote				
Data Migration							
TE-RMS	DM-1012	DATA MIGRATION LVL 1	Data Migration Level 1 (SQL server migration, existing TE fields, master name & location)			\$	40,000
TE-RMS	DM-1013	DATA MIGRATION LVL 2	Data Migration Level 2 (SQL server migration, existing TE fields, case, arrests, property)			\$	40,000
TE-RMS	DM-1014	DATA MIGRATION LVL 3	Data Migration Level 3 (SQL server migration, existing TE fields, citations, auto-accident)			\$	30,000

Fire & Jail RMS EDITIONS

Pr. Family	ID	ID Description	Description	Software License	Server License	Implementation Fee
Total Command FireRECORDS						
Licensing						
TC-FIRE	WS-1002	WORKSTATIONS	FireRECORDS (Per Seat Licenses)	\$	500	\$ 45,000
TC-FIRE	WS-1002	WORKSTATIONS	FireRECORDS Concurrent License per seat	\$	1,125	\$ 45,000
TC-FIRE	WS-1002	WORKSTATIONS	FireRECORDS Site License	\$	625	\$ 45,000
Add On Features						
TC-FIRE	WS-2002	FIRE WORKSTATION ADD ON FEATURES	FireRECORDS Additional Agency(ies)		\$	15,000
TC-FIRE	WS-2002	FIRE WORKSTATION ADD ON FEATURES	FireRECORDS Disaster Recovery Backup System		\$	200,000
Interfaces						
TC-FIRE	INT-2002	INTERFACES, STANDARD API	CAD Adaptor			\$ 8,500
TC-FIRE	INT-2002	INTERFACES, STANDARD API	Teletstaff Interface (Teletstaff-to-24Seven/FRMS only)			\$ 8,500
TC-FIRE	INT-2002	INTERFACES, STANDARD API	Hydrants Web User Interface		\$	10,000
					\$	15,000

Total Command JailRECORDS

Licensing						
TC-JAIL	WS-1004	WORKSTATIONS	JailRECORDS (Per Seat Licenses)	\$	500	\$ 95,000
TC-JAIL	WS-1004	WORKSTATIONS	JailRECORDS Concurrent License per seat	\$	1,125	\$ 95,000
TC-JAIL	WS-1004	WORKSTATIONS	JailRECORDS Site License	\$	625	\$ 95,000
Add On Features						

TC-JAIL	WS-2004	JAIL WORKSTATION ADD ON FEATURES	WebQuery Workstations (Per Seat Licenses)	\$	300	\$	15,000		
TC-JAIL	WS-2004	JAIL WORKSTATION ADD ON FEATURES	JailRECORDS Disaster Recovery Backup System			\$	200,000	\$	
TC-JAIL	WS-2004	JAIL WORKSTATION ADD ON FEATURES	JailRECORDS Additional Agency(ies)			\$	15,000	\$	
TC-CAD	INT-1000	MESSAGE SWITCH/STATE INTERFACE (TCP/IP)	Message Switch - Queries that are available are the State Uploads - not modifiable by the client			\$	25,000	\$	
TC-CAD	INT-1000	MESSAGE SWITCH/STATE INTERFACE (TCP/IP)	Reformat Designer					\$	
Interfaces									
TC-JAIL	MOD-1004	INTERFACES, STANDARD API	Commissary Interface			\$	-	\$	
TC-JAIL	MOD-1004	INTERFACES, STANDARD API	External video mugshot Interface			\$	-	\$	
TC-JAIL	MOD-1004	INTERFACES, STANDARD API	Identix/DBI Livescan			\$	-	\$	
TC-JAIL	MOD-1004	INTERFACES, STANDARD API	Mugshots/Imaging			\$	-	\$	
TC-JAIL	MOD-1004	INTERFACES, STANDARD API	State Query (Wants & Warrants)			\$	10,000	\$	
TC-JAIL	MOD-1004	INTERFACES, STANDARD API	Tiburou Imaging System workstation licenses			\$	1,000	\$	
TC-JAIL	MOD-1004	INTERFACES, STANDARD API	VINE (Victim Information Notification)			\$	-	\$	
TC-JAIL	MOD-1004	INTERFACES, STANDARD API	Commissary Interface to Third Party			\$	15,000	\$	
TC-JAIL	MOD-1004	INTERFACES, STANDARD API	Corr/Medica Interface			\$	10,000	\$	
TC-JAIL	MOD-1004	INTERFACES, STANDARD API	Inmate bar code system			\$	-	\$	
TC-JAIL	MOD-1004	INTERFACES, STANDARD API	Mugshot Capture			\$	50,000	\$	
TC-JAIL	MOD-1004	INTERFACES, STANDARD API	Printtrak Positive ID			\$	10,000	\$	
TC-JAIL	MOD-1005	INTERFACES, STANDARD API	WebTIPS Viewer workstation			\$		\$	
Misc Features									
TC-JAIL	DC-1004	DATA CONVERSION	Tiburou to Tiburou conversion						
Training Services									
TC-LAW	TRNG-100	TRAINING SERVICES	JailRECORDS System Code Table Training & Authorities, limit 6 students (new client)						
Tiburou Analytics Edition									
Public Edition (if standalone)	Annual Subscrip	Per Workstation License	Implementation Services	Annual Maintenance	Tiburou Margin				
w/CAD 2.8 only	\$0	N/A			0%				
w/RMS 7.7-7.9 only				\$5,000	57.40%				
w/both CAD & RMS				\$7,500	54.8%				
Training included				\$9,950	53.20%				
				\$0					
Agency (comes w/Public Edition)									

w/CAD 2.8 only					\$5,000		57.40%
w/RMS 7.7-7.9 only					\$7,500		54.8%
w/both CAD & RMS					\$9,950		53.20%
Training included					\$0		
1-20 Sworn	\$1,560		N/A				50.00%
21-40 Sworn	\$3,900		N/A				50.00%
41-75 Sworn	\$5,460		N/A				50.00%
76-125 Sworn	\$7,280		N/A				50.00%
126-250 Sworn	\$8,840		N/A				50.00%
251-400 Sworn	\$10,920		N/A				50.00%
401-750 Sworn	\$12,480		N/A				50.00%
751-1,000 Sworn	\$15,600		N/A				50.00%
\$1,001+ Sworn	\$19,500		N/A				50.00%
Professional Edition		N/A		\$3,135		\$	675
w/CAD 2.8 only					\$5,000		57.40%
w/RMS 7.7-7.9 only					\$7,500		54.8%
w/both CAD & RMS					\$9,950		53.20%
1-week on-site training including travel (provided by BAIR)					\$9,750		30.80%

ADDITIONAL SERVICES - Hourly Rate:

*Specify the month VITA IT Staff Augmentation Contract, with Tiburon equivalent. Tiburon is provide estimate of hourly rated employees. Below has Definition of Position, Level of Salary, Hourly Rate and Description of Salary.

PROJECT MANAGEMENT: Project Manager (Tiburon Equivalent position PM (Project Manager) and CL (Client Liaison))

Designs, plans, and coordinates work teams. Follows standard project management industry practices such as the PM's framework. Understands business and technical objectives of a project and works closely with project sponsor. Creates project charter and work plan and tracks budget and schedule progress via appropriate metrics. Establishes project organization and methodologies and defines roles and responsibilities. Documents risks and develops mitigation plans. Manages scope, creates and implements a communication plan. Builds an effective team, assigns tasks to team members, and evaluates outcomes. Negotiates resources, communicates to stakeholders and project sponsor. Identifies, tracks, and ensures resolution of issues and removal of barriers. Provides technical support to project team members. Handles complex application features and technical design. Designs and implements the components required for complex application features. Generally manages a group of application system analysts. Relies on experience and judgment to plan and accomplish goals. Professional certification is highly desirable. May require specific PC, workstation, operating system, application or platform skills. Provides overall direction to the formulation, development, implementation, and delivery of a project. Exercises management responsibility over the achievement of performance, revenue, and profit objectives of a project and its contracts. Ensures that the project plan maintains tasks, schedules, estimates, and status, and disseminates information to team members and customers. Creates a structure and organization for the management of a complex environment with emphasis on quality, productivity, and consistency. Directs corrective actions in any area where performance falls below objectives. Arranges for the assignment of responsibility to other supporting facilities, business areas, and support functions, and monitors their performance. Self-directed and independent. Responsible for the coordination and completion of projects. Oversees all aspects of projects. Sets deadlines, assigns responsibilities, and monitors and summarizes progress of project. Prepares reports for upper management regarding status of project.

5+ Level \$125.56 13 or more yrs of experience working with Covered Applications Advanced experience managing complex projects or multiple projects; Demonstrated and advanced understanding of project management methodologies.

DATA MANAGEMENT: Database Administrator (Tiburon Equivalent position DBA (Database Administrator))

Responsible for data analysis and database management. Involved in maintenance, enhancement, designing of data dictionaries, physical and logical database models, and performance tuning. Knowledge of the utilities and production tools used for data storage management to support the Application Team. Coordinates physical changes to computer databases, codes, tests, and implements physical database, applying knowledge of data base management system. Designs logical and physical databases versus description of changes to database design to understand how changes to be made affect physical data base (how data is stored in terms of physical characteristics, such as location, amount of space, and access method). Establishes physical database parameters. Uses structured query language (SQL) to define database objects using database definition language (DDL) and control access to database objects using data control language (DCL). Language descriptions and specifies identifiers of database to database management system or directs others in coding database descriptions. Calculates optimum values for database parameters, such as amount of computer memory to be used by database, following manuals and using calculator. Specifies user access level for each segment of one or more data items, such as insert, replace, retrieve, or delete data. Specifies which users can access data bases and what data can be accessed by user. Tests and corrects errors, and refines changes to database. Enters SQL to create production data base. Uses database utility programs and 3rd party utilities to monitor database performance, such as distribution of records and amount of available memory. Directs programmers and analysts to make changes to data base management system. Reviews and corrects programs. Answers user questions. Confers with programmers to determine impact of data base changes on other systems and staff cost for making changes to data base. Modifies data base programs to increase processing performance, referred to as performance tuning. Workers typically specialize in one or more types of data base management systems. Providing assistance in the planning, development, maintenance, and monitoring of integrated database systems, and ensuring that the conceptual and design phases of new applications are consistent with the structural parameters within the database environment. Evaluates users' requests for new data elements and systems, incorporates them into the existing shared data environment, and provides technical assistance. Coordinates the use of data to ensure data integrity and control redundancy, loads databases, and reorganizes as needed. Performs data modeling and prototyping. Perform logical and physical data modeling, designs relational database models, and creates physical data models from logical data models. Performs security recovery procedures. Determines and implements database search strategies and storage requirements. Maintains data dictionary ensuring uniformity of definitions and sets standards for use of data dictionary. Monitors database performance and recommends efficiency improvements. Creates test database environment for applications section, including the creation of necessary libraries and procedures. Executes the procedures necessary to save, retrieve, and recover databases from hardware and software failures within established procedures. Assists with determining, implementing, and enhancing standards on database security and with monitoring agency disaster recovery procedures and systems. Assists with the installation of databases software and with analyzing, designing, and implementing databases. Assists in benchmarking and threshold testing of databases and with establishing and controlling necessary database security. Assists in the selection of database management software. Experience in computer systems analysis or computer programming work. Knowledge of the principles, practices, and techniques of computer programming and systems design, of computer operations, systems, and procedures, of project control and cost estimating techniques, of database development. Knowledge of data processing. Description: Technical expertise of Database Administrator and Member, and of Project Manager.

ADDITIONAL SERVICES - Hourly Rate:

*Specify the month VITA IT Staff Augmentation Contract, with Tiburon equivalent. Tiburon is provide estimate of hourly rated employees. Below has Definition of Position, Level of Salary, Hourly Rate and Description of Salary.

CLIENT/IT/TECHNICAL SUPPORT: System Administrator (Tiburon Equivalent position External IT/Deployment)

The system administrator (SA) is responsible for effective provisioning, installation/configuration, operation, and maintenance of computer hardware and software and related infrastructure. This individual participates in technical research and development to enable continuing innovation within the infrastructure. This individual ensures that system hardware, operating systems, software systems, and related procedures adhere to Commonwealth policies, standards, and guidelines. Responsibilities include systems administration engineering and provisioning, operations and support, maintenance and research and development to ensure continual innovation. Install new / rebuild existing servers and configure hardware, peripherals, services, settings, directories, storage, etc. In accordance with standards and project/operational requirements. Perform daily system monitoring, verifying the integrity and availability of all hardware, server resources, systems and key processes, reviewing system and application logs, and investigating any potential risks to the environment. Perform regular security monitoring to identify any possible intrusions. Perform daily backup operations, ensuring all required the systems and system data are successfully backed up to the appropriate media, recovery tapes or disks are created, and media is recycled and sent off site as necessary. Perform regular the archival and purge as necessary. Create, change, and delete user accounts per request. Provide Tier II/other support per request from various constituencies. Investigate and troubleshoot issues. Diagnose and recover from hardware or software failures. Coordinate and communicate with impacted constituencies. Apply OS patches and upgrade on a regular basis, and upgrade administrative tools and utilities. Configure / add new services as necessary. Upgrade and configure system software that supports GIS infrastructure applications or Asset Management applications per project or operational needs. Maintain operational, configuration, or other procedures. Perform periodic performance reporting to support capacity planning. Perform ongoing performance tuning, hardware upgrades, and resource optimization as required. Configure CPU, memory, and disk partitions as required.

5+ Level \$65.75 8 or more yrs of experience working with Covered Applications Relies on experience and judgment to plan and accomplish goals; Independently performs a variety of complicated tasks; a wide degree of creativity and latitude is expected.

IT MANAGEMENT SERVICES: Enterprise Architect (Tiburon Equivalent position Engineering Architect)

This position works across Application Development, Service Delivery and Infrastructure to identify, research, discuss, design, and implement key enterprise architecture standards. Other responsibilities include: Research, design, document, build, and pilot prioritized topics for standards. Manage the list of potential standards and work with the application development management to prioritize efforts. Work closely with Development, Infrastructure, and Service Delivery teams to understand their needs and ensure the best enterprise standard is implemented. Work closely with development teams to pilot and prove out the standard. Drive the identification, development and implementation of key new standards in areas such as: Performance Testing, Security, Event Management, Web UI Framework, .NET Design Standards. Application to Application Communication, Caching, etc. Propose new enterprise standards based on business need. IT need and technology advances. Assist development teams to implement the standards into business applications. Investigate new technology and techniques that should be developed into an agency enterprise architecture standard. Lead key enterprise architectural design projects as necessary. Operate as business savvy technical leader across the organization. Influence development teams to design high-quality technical solutions that fit the Enterprise Architecture and standards. Educate application development managers, developers, and business analysts on Commonwealth Enterprise Architecture Standards.

5+ Level \$119.22 5 or more yrs of experience working with Covered Applications

APPLICATIONS: Programmer (Tiburon Equivalent position SW Engineer/Data Conversion)

Converts data from project specifications and statements of problems and procedures to create or modify computer programs. Prepares, or reviews detailed specifications to describe sequence of steps that program must follow and input, output, and logical operations involved. Analyzes specifications, applying knowledge of computer capabilities, subject matter, and symbolic logic. Confers with supervisor and representatives of departments concerned with program to resolve questions of program intent, data input, output requirements, and inclusion of internal checks and controls. Converts detailed specifications to language processable by computer. Enters program codes into computer system. Inputs test data into computer. Observes computer monitor screen to interpret program operating codes. Corrects program errors, using methods such as modifying program or altering sequence of program steps. May prepare computer block diagrams and machine logic flowcharts for detailed coding of problems, and provides for the documentation of programming work. Writes

database technologies.

Sr Level \$109.12 15 or more yrs of experience working with Covered Applications
 Review on experience and judgment to plan and accomplish goals. Independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

APPLICATIONS: Geographic Information Systems Analyst (Tiburon Equivalent position GIS)

Reviews, analyzes, and evaluates business systems and user needs. Formulates systems to parallel overall business strategies. Experienced with business process reengineering and identifying new applications of technology to business problems to make business more effective. Familiar with industry standard (including Legacy, Core, and Emerging technologies), business process mapping, and reengineering. Prepares solution options, risk identification, and financial analyses such as cost/benefit, ROI, buy/build, etc. Writes detailed description of user needs, program functions, and steps required to develop or modify computer programs. Prepare and document functional and Technical Specifications for reporting and data warehouse work. Assist with business warehouse/intelligence support and enhancements. Develops RFPs. Assist in deployment and management of end user reporting tools and platforms. Work with IT and business project teams to understand reporting and data warehousing requirements and propose solutions. Document and provide knowledge transfer to the rest of the Enterprise Reporting Team for all solutions. Reviews, analyzes, and evaluates business systems and user needs. Formulates systems to parallel overall business strategies. Has knowledge of commonly-used concepts, practices, and procedures within a particular field. Familiar with relational database concepts, and client-server concepts. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision, typically reports to a project leader or manager. A certain degree of creativity and latitude is required.

Sr Level \$64.89 A minimum of two years of professional experience is required in GIS, cartography, CAD, or a related field.
 Write programs and develop user interfaces, menus, and macro-level commands to meet user needs in addition to performing complex spatial analysis and producing reports according to customer specifications. Assist in the development of geographic information systems that create, maintain, or leverage geospatial basemap information. Conduct geographic information system (GIS) program activities, utilizing GIS hardware and software to produce maps, spatial databases and thematic data (such as wetlands, road centerlines, cadastre, and historic sites). Create, adjust, correct, convert and distribute base maps and thematic data. Digitize and maintain spatial databases; document procedures, validate data for accuracy and completeness, complete approved metadata forms and produce maps of the resulting information. Evaluate information and data from outside sources to determine the quality of the data. Act as a "consultant" to internal customers during their use, development and quality assessment of spatial databases.

Instructions to guide operating personnel during production runs. Analyzes, reviews, and rewrites programs to increase operating efficiency or to adapt program to new requirements. Compiles and writes documentation of program development and subsequent revisions. May assist computer operator to resolve problems in running computer program. May work with System Analyst to obtain and analyze project specifications. May direct and coordinate work of others to write, test, and modify computer programs. Work involves writing programs to solve problems, documenting the methods and procedures used in program development, and testing and correcting programs. Work involves analyzing system outlines to develop program, for computer applications, writing solution programs; May train others. Work under general supervision with limited latitude for the use of initiative and independent judgment. Analyzes proposed computer applications in terms of equipment requirements and capabilities. Assists in developing solutions to software-related problems. May assist in the generation or installation of systems software. Prepares text data. May assist in writing and maintaining functional and technical specifications. Experience in computer programming work. Knowledge of the principles, practices, and techniques of computer programming and systems analysis, of computer operations procedures and systems, and of computer programming languages. Still in the use of computer equipment. Ability to design programs and systems architecture; to prepare program specifications; to code, test, and debug computer programs; to interpret technical information relating to computer programming and other areas of data processing; and to communicate effectively.

Sr Level \$108.78 8 or more years of Advanced experience in the IT industry and as a programmer.
 Includes descriptions detailed earlier as well as programmer analyst experience in specialized IT technologies which may not be widely used or are new to the industry, including the ability to mentor other staff in the use of the specialty technologies and make recommendations on the use of the specialty technologies and integration within the organization's architecture.

APPLICATIONS: Business Analyst (Tiburon Equivalent position Functional Specialist/Trainer)

Reviews, analyzes, and evaluates business systems and user needs. Formulates systems to parallel overall business strategies. Experienced with business process reengineering and identifying new applications of technology to business problems to make business more effective. Familiar with industry standard (including Legacy, Core, and Emerging technologies), business process mapping, and reengineering. Prepares solution options, risk identification, and financial analyses such as cost/benefit, ROI, buy/build, etc. Writes detailed description of user needs, program functions, and steps required to develop or modify computer programs. Prepare and document functional and Technical Specifications for reporting and data warehouse work. Assist with business warehouse/intelligence support and enhancements. Develops RFPs. Assist in deployment and management of end user reporting tools and platforms. Work with IT and business project teams to understand reporting and data warehousing requirements and propose solutions. Document and provide knowledge transfer to the rest of the Enterprise Reporting Team for all solutions. Reviews, analyzes, and evaluates business systems and user needs. Formulates systems to parallel overall business strategies. Has knowledge of commonly-used concepts, practices, and procedures within a particular field. Familiar with relational database concepts, and client-server concepts. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision, typically reports to a project leader or manager. A certain degree of creativity and latitude is required.

Sr Level \$109.12 15 or more yrs of experience in the field.
 Relies on experience and judgment to plan and accomplish goals. Independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.



DSI TECHNOLOGY ESCROW SERVICES
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MASTER FLEXSAFE ESCROW AGREEMENT

Deposit Account Number

23663

Depositor
Company #
200901204

This agreement ("Agreement") is effective October 4, 2003 between DSI Technology Escrow Services, Inc. ("DSI") and TIBURON, INC. ("Depositor"), who collectively may be referred to in this Agreement as the parties ("Parties") and who are more fully identified in Exhibit A.

- A. Depositor and Depositor's client have entered or will enter into a license agreement, development agreement, and/or other agreement regarding certain proprietary technology of Depositor (referred to in this Agreement as the "License Agreement").
- B. Depositor desires to avoid disclosure of its proprietary technology except under certain limited circumstances.
- C. Depositor desires to establish an escrow with DSI to provide for the retention, administration and controlled access of the proprietary technology materials of Depositor.
- D. The parties desire this Agreement to be supplementary to the License Agreement pursuant to 11 United States [Bankruptcy] Code, Section 365(n).

ARTICLE 1 -- DEPOSITS

1.1 Obligation to Make Deposit. Upon the signing of this Agreement by the parties, Depositor shall deliver to DSI the proprietary technology and other materials ("Deposit Materials") to be deposited under this Agreement.

1.2 Identification of Tangible Media. Prior to the delivery of the Deposit Materials to DSI, Depositor shall conspicuously label for identification each document, magnetic tape, disk, or other media upon which the Deposit Materials are written or stored. Additionally, Depositor shall complete Exhibit B to this Agreement by listing each such media by the item label description, the type of media and the quantity. Exhibit B shall be signed by Depositor and delivered to DSI with the Deposit Materials. Unless and until Depositor makes the initial deposit with DSI, DSI shall have no obligation with respect to this Agreement, except the obligation to notify Depositor regarding the status of the account as required in Section 3.2.

1.3 Acceptance of Deposit. When DSI receives the Deposit Materials, DSI will conduct a visual deposit inspection. At completion of the deposit inspection, if DSI determines that the labeling of the media matches the item descriptions and quantity on Exhibit B, DSI will date and sign Exhibit B and mail a copy thereof to Depositor. If DSI determines that the labeling does not match the item descriptions or quantity on Exhibit B, DSI will (a) note the discrepancies in writing on Exhibit B; (b) date and sign Exhibit B with the exceptions noted; and (c) mail a copy of Exhibit B to Depositor. DSI's acceptance of the deposit occurs upon the signing of Exhibit B by DSI. OTHER THAN DSI'S INSPECTION OF THE DEPOSIT MATERIALS, DSI SHALL HAVE NO OBLIGATION TO THE ACCURACY, COMPLETENESS, FUNCTIONALITY, PERFORMANCE OR NON-PERFORMANCE OF THE DEPOSIT MATERIALS.

1.4 Depositor's Representations. Depositor represents as follows:

- a. Depositor lawfully possesses all of the Deposit Materials deposited with DSI;
- b. With respect to all of the Deposit Materials, Depositor has the right and authority to grant to DSI the rights as provided in this Agreement;
- c. As of the effective date of this Agreement, the Deposit Materials are not the subject of any liens or encumbrances; however, any liens or encumbrances made after the execution of this Agreement will not prohibit, limit, or alter the rights and obligations of DSI under this Agreement; and
- d. The Deposit Materials are readable and useable in their current form or, if any portion of the Deposit Materials is encrypted, the decryption tools and decryption keys have also been deposited.

1.5 Deposit Updates. Updates to the Deposit Materials will be added to the existing deposit. All deposit updates shall be listed on a new Exhibit B and Depositor shall sign the new Exhibit B. Each Exhibit B will be held and maintained separately within the escrow account. An independent record will be created which will document the activity for each Exhibit B. Any deposit updates shall be held in accordance with Sections 1.2 through 1.4. All references in this Agreement to the Deposit Materials shall include the initial Deposit Materials and any updates.

1.6 Removal of Deposit Materials. The Deposit Materials may be removed and/or exchanged only on written instructions signed by Depositor or as otherwise provided in this Agreement.

ARTICLE 2 -- FLEXSAFE BENEFICIARY ENROLLMENTS

2.1 FlexSAFE Enrollment(s). After DSI's acceptance of the Deposit Materials, Depositor may enroll one or more beneficiaries ("FlexSAFE_Beneficiary") under this Agreement. Depositor will execute and submit to DSI a FlexSAFE Beneficiary Enrollment document, referenced in this Agreement as Exhibit T, listing each beneficiary to be enrolled as a FlexSAFE Beneficiary under the Agreement. Upon DSI's receipt of Exhibit T or any additional Exhibit T thereto, DSI will issue an enrollment letter and a copy of this Agreement to the FlexSAFE Beneficiary.

ARTICLE 3 -- CONFIDENTIALITY AND RECORD KEEPING

3.1 Confidentiality. DSI shall have the obligation to reasonably protect the confidentiality of the Deposit Materials. Except as provided in this Agreement or any subsequent agreement between the Parties, DSI shall not disclose, transfer, make available or use the Deposit Materials. DSI shall not disclose the terms of this Agreement to any third party. If DSI receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Materials, DSI will immediately notify the parties to this Agreement unless prohibited by law. It shall be the responsibility of Depositor and/or FlexSAFE Beneficiary to challenge any such order; provided, however, that DSI does not waive its rights to present its

position with respect to any such order. DSI will not be required to disobey any order from a court or other judicial tribunal, including, but not limited to, notices delivered pursuant to Section 8.6 below.

3.2 Status Reports. DSI shall provide to Depositor and FlexSAFE Beneficiary a report profiling the account history semi-annually. Depositor will notify DSI if the account history is not to be provided to FlexSAFE Beneficiary.

ARTICLE 4 -- RIGHT TO MAKE COPIES

4.1 Right to Make Copies. DSI shall have the right to make copies of the Deposit Materials as reasonably necessary to perform this Agreement. DSI shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on the Deposit Materials onto any copies made by DSI. With all Deposit Materials submitted to DSI, Depositor shall provide any and all instructions as may be necessary to duplicate the Deposit Materials including but not limited to the hardware and/or software needed. Any copying expenses incurred by DSI as a result of a request to copy will be borne by the party requesting the copies. Alternatively, DSI may notify Depositor requiring its reasonable cooperation in promptly copying the Deposit Materials in order for DSI to perform this Agreement.

ARTICLE 5 -- RELEASE OF DEPOSIT

5.1 Release of Deposit Upon Depositor's Instruction. Upon receipt by DSI of written instruction(s) directly from Depositor, Depositor's trustee in bankruptcy or a court of competent jurisdiction, DSI will release a copy of the Deposit Materials to the FlexSAFE Beneficiary identified in the instruction(s). However, DSI is entitled to receive any fees due DSI before making the release. FlexSAFE Beneficiary's enrollment will terminate upon the release of the Deposit Materials held by DSI.

5.2 Filing for Release of Deposit by FlexSAFE Beneficiary.

- a. Upon notice to DSI by FlexSAFE Beneficiary of the occurrence of a release condition as defined in Section 5.3, DSI shall provide Depositor with a copy of FlexSAFE Beneficiary's notice by commercial express mail. Such notice from FlexSAFE Beneficiary will be signed and on company letterhead. From the date DSI mails the notice requesting release of the Deposit Materials, Depositor shall have sixty (60) days to deliver to DSI contrary instructions ("Contrary Instructions").

Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured. Such notice shall be signed and on company letterhead. Upon receipt of Contrary Instructions, DSI shall send a copy of the Contrary Instructions to FlexSAFE Beneficiary by commercial express mail. Additionally, DSI shall notify both Depositor and FlexSAFE Beneficiary that there is a dispute to be resolved pursuant to Section 8.4. Subject to Section 6.3, DSI will continue to store the Deposit Materials

without release pending (a) joint instructions from Depositor and FlexSAFE Beneficiary; (b) dispute resolution pursuant to Section 8.4; or (c) order of a court.

- b. If no Contrary Instructions are given to DSI, Depositor agrees that DSI shall deliver a copy of the Deposit Materials to the FlexSAFE Beneficiary who provides DSI with all of the following:
 1. Copy of the current License Agreement between Depositor and FlexSAFE Beneficiary;
 2. Written demand that a copy of the Deposit Materials be released and delivered to FlexSAFE Beneficiary;
 3. Written notice that the copy of the Deposit Materials being released to FlexSAFE Beneficiary only be used as permitted under the License Agreement;
 4. Specific delivery instructions along with any fees due DSI; and
 5. Written notice that the release of the copy of the Deposit Materials is pursuant to 11 United States Code Section 365(n) or other applicable federal or state bankruptcy, insolvency, reorganization or liquidation statute.

5.3 Release Conditions. As used in this Agreement, "Release Condition" shall mean the existence of any one or more of the following circumstances, uncorrected for more than thirty (30) days:

- a. Entry of an order for relief under 11 of the United States Bankruptcy Code;
- b. The making by Depositor of a general assignment for the benefit of creditors;
- c. The appointment of a general receiver or trustee in bankruptcy of Depositor's business or property; or
- d. Action by Depositor under any state or federal insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

5.4 Right to Use Following Release. Unless otherwise provided in the License Agreement, upon release of the Deposit Materials in accordance with this Article 5, FlexSAFE Beneficiary shall have the right to use the Deposit Materials for the sole purpose of continuing the benefits afforded to FlexSAFE Beneficiary by the License Agreement. FlexSAFE Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Materials.

ARTICLE 6 -- TERM AND TERMINATION

6.1 Term of Agreement. The initial term of this Agreement is for a period of one (1) year. Thereafter, this Agreement shall automatically renew from year to year unless (a) Depositor instructs DSI in writing that the Agreement is terminated; (b) DSI instructs Depositor and

FlexSAFE Beneficiary in writing after its renewal date that the Agreement is terminated for nonpayment in accordance with Section 6.3; or (c) DSI reserves the right to terminate this Agreement, for any reason, other than nonpayment, by providing Depositor and FlexSAFE Beneficiary sixty (60) days written notice of its intent to terminate this Agreement. If the Deposit Materials are subject to another escrow agreement with DSI, DSI reserves the right, after the initial one year term, to adjust the anniversary date of this Agreement to match the then prevailing anniversary date of such other escrow arrangements.

6.2 Term of FlexSAFE Enrollment. Upon receipt by DSI of Depositor's executed Exhibit T, the FlexSAFE Beneficiary will be enrolled for an initial term of one (1) year, unless this Agreement terminates earlier, causing the FlexSAFE Beneficiary enrollment to terminate. Subsequent enrollment terms may be adjusted to the anniversary date of this Agreement and shall automatically renew from year-to-year unless (a) Depositor instructs DSI in writing to terminate the FlexSAFE Beneficiary enrollment; (b) FlexSAFE Beneficiary instructs DSI in writing to terminate the FlexSAFE Beneficiary; or (c) the enrollment is terminated by DSI for nonpayment in accordance with Section 6.3.

6.3 Termination for Nonpayment. In the event of the nonpayment of fees owed to DSI, DSI shall provide written notice of delinquency to all parties to this Agreement. Unless Depositor has instructed DSI to terminate FlexSAFE Beneficiary pursuant to Section 6.2(a), Depositor or FlexSAFE Beneficiary shall have the right to make the payment to DSI to cure the default. If the past due payment is not received in full by DSI within one (1) month of the date of such notice, then DSI shall have the right to terminate this Agreement at any time thereafter by sending written notice of termination to all parties. DSI shall have no obligation to take any action under this Agreement so long as any payment due to DSI remains unpaid.

6.4 Disposition of Deposit Materials Upon Termination. Subject to the foregoing termination provisions, and upon termination of this Agreement, DSI shall destroy, return, or otherwise deliver the Deposit Materials in accordance with Depositor's instructions. If there are no instructions, DSI may, at its sole discretion, destroy the Deposit Materials or return them to Depositor. DSI shall have no obligation to destroy or return the Deposit Materials if the Deposit Materials are subject to another escrow agreement with DSI or have been released to the FlexSAFE Beneficiary in accordance with Section 5.2.

6.5 Survival of Terms Following Termination. Upon termination of this Agreement, the following provisions of this Agreement shall survive:

- a. The obligations of confidentiality with respect to the Deposit Materials;
- b. The obligation to pay DSI any fees and expenses due;
- c. The provisions of Article 8; and
- d. Any provisions in this Agreement which specifically state they survive the termination of this Agreement.

ARTICLE 7 -- DSI'S FEES

7.1 Fee Schedule. DSI is entitled to be paid its standard fees and expenses applicable to the services provided. DSI shall notify the party responsible for payment of DSI's fees at least sixty (60) days prior to any increase in fees. For any service not listed on DSI's standard fee schedule, DSI will provide a quote prior to rendering the service, if requested.

7.2 Payment Terms. DSI shall not be required to perform any service, including release of any Deposit Materials under Article 5, unless the payment for such service and any outstanding balances owed to DSI are paid in full. Initial fees are due upon receipt of a signed contract or receipt of the Deposit Materials whichever is earliest. Payments on all renewal and services invoices are due net thirty (30) days from date of invoice. If invoiced fees are not paid, DSI may terminate this Agreement in accordance with Section 6.3.

ARTICLE 8 -- LIABILITY AND DISPUTES

8.1 Right to Rely on Instructions. DSI may act in reliance upon any instruction, instrument, or signature reasonably believed by DSI to be genuine. DSI may assume that any employee of Depositor or FlexSAFE Beneficiary who gives any written notice, request, or instruction has the authority to do so. DSI will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document. DSI shall not be responsible for failure to act as a result of causes beyond the reasonable control of DSI.

8.2 Indemnification. Depositor agrees to indemnify, defend and hold harmless DSI from any and all claims, actions, damages, arbitration fees and expenses, costs, attorney's fees and other liabilities ("Liabilities") incurred by DSI relating in any way to this escrow arrangement, except where it is adjudged that DSI acted with gross negligence or willful misconduct.

8.3 Limitation of Liability. In no event will DSI be liable for any incidental, indirect, special, exemplary, punitive or consequential damages, including, but not limited to, damages (including loss of data, revenue, and/or profits), costs or expenses (including legal fees and expenses), whether foreseeable or unforeseeable, that may arise out of or in connection with this Agreement; and in no event shall the collective liability of DSI exceed ten times the fees paid under this Agreement. The foregoing limitation of liability does not apply with respect to any acts of gross negligence, personal injury claims, property damage claims (excluding the Deposit), or intellectual property infringement.

8.4 Dispute Resolution. Any dispute relating to or arising from this Agreement shall be submitted to, and settled by arbitration by a single arbitrator chosen by the San Diego Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The arbitrator shall apply California law. Unless otherwise agreed by Depositor and FlexSAFE Beneficiary, arbitration will take place in San Diego, California, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by First Class mail or by commercial express mail, to the attorney for the party or, if unrepresented, to the party at the last known business address. If however, Depositor and/or FlexSAFE Beneficiary refuse to submit to arbitration, the matter shall not be submitted to arbitration and DSI may submit the matter to any court of competent jurisdiction. Unless adjudged otherwise, any costs of arbitration incurred

by DSI, including reasonable attorney's fees and costs, shall be divided equally and paid by Depositor and FlexSAFE Beneficiary.

8.5 Controlling Law. This Agreement is to be governed and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions.

8.6 Notice of Requested Order. If any party intends to obtain an order from the arbitrator or any court of competent jurisdiction, which may direct DSI to take, or refrain from taking any action, that party shall:

- a. Give DSI at least five (5) business days prior notice of the hearing;
- b. Include in any such order that, as a precondition to DSI's obligation, DSI be paid in full for any past due fees and be paid for the reasonable value of the services to be rendered pursuant to such order; and
- c. Ensure that DSI not be required to deliver the original (as opposed to a copy) of the Deposit Materials if DSI may need to retain the original in its possession to fulfill any of its other duties.

ARTICLE 9 -- GENERAL PROVISIONS

9.1 Entire Agreement. This Agreement, which includes Exhibits described herein, embodies the entire understanding between the parties with respect to its subject matter and supersedes all previous communications, representations or understandings, either oral or written. DSI is not a party to the License Agreement between Depositor and FlexSAFE Beneficiary and has no knowledge of any of the terms or provisions of any such License Agreement. DSI's only obligations to Depositor or FlexSAFE Beneficiary are as set forth in this Agreement. No amendment or modification of this Agreement shall be valid or binding unless signed by both parties hereto, except Exhibit T need not be signed by DSI and Exhibit A need not be signed by either party.

9.2 Notices. All notices sent pursuant to Articles 5 and 6 and any Deposit Materials shall be delivered by commercial express mail or sent by certified mail, return receipt requested. All other correspondence including invoices, payments, documents and communications shall be sent First Class U.S. mail and given to the parties at the addresses specified in the attached Exhibit A. It shall be the responsibility of the parties to notify each other as provided in this Section in the event of a change of physical address or e-mail address. The parties shall have the right to rely on the last known address of the other parties. Any correctly addressed notice or last known address of the other parties that is relied on herein that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities by mail, through messenger or commercial express delivery services.

9.3 Severability. In the event any provision of this Agreement is found to be invalid or unenforceable, the parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity or unenforceability shall affect neither the validity of this

Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

9.4 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties. However, DSI shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor unless DSI receives clear, authoritative and conclusive written evidence of the change of parties.

9.5 Waiver. Any term of this Agreement may be waived by the party entitled to the benefits thereof, provided that any such waiver must be in writing and signed by the party against whom the enforcement of the waiver is sought. No waiver of any condition, or breach of any provision of this Agreement, in any one or more instances, shall be deemed to be a further or continuing waiver of such condition or breach. Delay or failure to exercise any right or remedy shall not be deemed the waiver of that right or remedy.

9.6 Regulations. Depositor is responsible for and warrants compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import, export, and re-export laws and government regulations of any country from or to which the Deposit Materials may be delivered in accordance with the provisions of this Agreement.

9.7 Attorney's Fees. In any litigation or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks declaration of any rights or obligations under this Agreement (whether in contract, tort, or both), the prevailing party who has proven in court by court decree, judgment or arbitrator's decision that the other party has materially breached its representation and/or warranty under this Agreement shall be awarded reasonable attorneys' fees, together with any costs and expenses, to resolve the dispute and to enforce final judgement.

9.8 No Third Party Rights. This Agreement is made solely for the benefit of the Depositor and any enrolled FlexSAFE Beneficiaries to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the parties hereto.

9.9 Authority to Sign. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement.

9.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

TIBURON, INC.
Depositor
By: [Signature]
Name: BARY J. BURMAN
Title: PRESIDENT/CEO
Date: 9/18/03

DSI Technology Escrow Services, Inc.
By: [Signature]
Name: CHRISTINE BELPH
CONTRACT ADMINISTRATOR
Title: _____
Date: 10/6/03

DESIGNATED CONTACT

Deposit Account Number 23663 23885

Notices, deposit material returns and communications to Depositor should be addressed to:

Invoices to Depositor should be addressed to:

Company Name: TIBURON, INC
Address: 39350 CIVIC CENTER DR.
FREMONT, CA 94538

SAME

Designated Contact: CONTRACT ADMINISTRATOR Contact: _____

Telephone: 510 792-2108

Facsimile: 510 742-1057

E-mail: _____

P.O.#, if required: _____

Requests from Depositor to change the designated contact should be given in writing by the designated contact or an authorized employee.

DSI has two Operations Centers to serve you. Agreements, Deposit Materials and notices to DSI should be addressed to:
(select location)

All invoice fee remittances to DSI should be addressed to:

Ø Attn: Client Services
9265 Sky Park Court, Suite 202
San Diego, CA 92123
Telephone: (858) 499-1600
Facsimile: (858) 694-1919
E-mail: clientservices@dsiescrow.com

DSI Technology Escrow Services, Inc.
PO Box 27131
New York, NY 10087-7131

Or

Ø Attn: Client Services
2100 Norcross Parkway, Suite 150
Norcross, GA 30071
Telephone: 770-239-9200
Facsimile: 770-239-9201
E-mail: clientservices@dsiescrow.com

Date: 9/24/03



AMENDMENT TO ESCROW SERVICE AGREEMENT (the "Agreement")
by and between
IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC. ("IMIPM") and
"DEPOSITOR" and any other party agreeing to the terms of the Agreement (the "Amendment")

CUSTOMER NAME Tiburon, Inc. ("DEPOSITOR")	ACCOUNT NUMBER: 23885 (Account number is for IMIPM reference only. The Amendment shall apply to all accounts governed by the Agreement)	COMPANY NUMBER: 28053	AGREEMENT EFFECTIVE DATE:
Primary Contact: Ms. Loren Hopper	Title: Contracts Administrator	E-mail: loren.hopper@tiburoninc.com	
Street Address: 6200 Stoneridge Mall Road, Suite 400	City: Pleasanton	State: CA	Zip + 4: 94588
Tel: (925) 621-2708	Fax: (925) 621-2791		

This Amendment is hereby entered into by and between DEPOSITOR and Iron Mountain Intellectual Property Management, Inc. ("IMIPM").

WHEREAS, IMIPM and the DEPOSITOR entered into an agreement on the Agreement Effective Date; and,

WHEREAS, IMIPM requires the terms and conditions be amended as a condition of its renewal of the Agreement and these amended terms and conditions shall apply to any party enrolling to the Agreement hereafter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree to amend the terms and conditions of the Agreement as follows:

- In the event the Agreement references Data Securities International, Inc. or DSI Technology Escrow Services, Inc. ("DSI") or Fort Knox or Source File as the escrow agent, all of whom are now known as Iron Mountain Intellectual Property Management, Inc. or IMIPM, all references in the Agreement, if any, to DSI, Fort Knox or Source File shall now be understood and agreed to refer to IMIPM.
- The Agreement is hereby modified by deleting in its entirety any and all language referencing indemnification, if any, and adding the following:

General Indemnity.

Subject to Section 3 and 4 herein, each Party shall defend, indemnify and hold harmless the others, their corporate affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees), arising under this Agreement from the negligent or intentional acts or omissions of the indemnifying Party or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them.

- The Agreement is hereby modified by deleting in its entirety any and all language referencing limitation of liability, if any, and adding the following:

Limitation of Liability.

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, ALL LIABILITY, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID OR OWED TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS. THIS LIMIT SHALL NOT APPLY TO ANY PARTY FOR: (I) ANY CLAIMS OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR TRADEMARK; (II) LIABILITY FOR DEATH OR BODILY INJURY; (III) PROVEN THEFT; OR (IV) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

4. The Agreement is hereby modified by deleting in its entirety any and all language referencing consequential or indirect damages, if any, and adding the following:

Consequential Damages Waiver.

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

5. The Agreement is hereby modified by deleting in its entirety any and all language, if any, referencing the inspection of material received by Iron Mountain from Depositor to be stored with Iron Mountain under the Agreement ("Deposit Material") and adding the following;

IMIPM will conduct a visual deposit inspection upon receipt of any Deposit Material and associated Exhibit B and provide notice by electronic mail, telephone, or regular mail to the Depositor and Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement. If IMIPM determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B hereto, Iron Mountain will provide Depositor with notice by electronic mail, telephone, or regular mail of such discrepancies. IMIPM will work directly with the Depositor to resolve any such discrepancies prior to accepting Deposit Material. OTHER THAN IMIPM'S INSPECTION OF THE DEPOSIT MATERIALS, AS DESCRIBED ABOVE, IMIPM SHALL HAVE NO OBLIGATION REGARDING THE ACCURACY, COMPLETENESS, FUNCTIONALITY, PERFORMANCE OR NON-PERFORMANCE OF THE DEPOSIT MATERIALS.

6. The Agreement is hereby modified by deleting in its entirety any and all language, if any, referencing Iron Mountain providing status reports or updates of escrow account activity and replacing it with the following:

IMIPM shall provide to Depositor and Beneficiary access to the Iron Mountain real-time, on-line portal to view data and documentation relative to this Agreement. Upon request, IMIPM will provide ad hoc status reports to Depositor and Beneficiary.

7. In the event that any terms and conditions contained herein are in conflict with the terms and conditions set forth in the Agreement, the terms and conditions set forth in this Amendment shall be deemed to be the controlling terms and conditions.

8. All other terms and conditions of the Agreement remain unchanged and are in full force and effect. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. The last date noted on the signature blocks of this Amendment shall be the Amendment Effective Date.

IN WITNESS WHEREOF, each of the undersigned has executed this Amendment or caused this Amendment to be duly executed on its behalf as of the Amendment Effective Date.

"DEPOSITOR"	IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.
Individual Signing: [print name] MARIA SZYMANEK	Individual Signing: [print name] M K English
Signature: <i>Maria Szymank</i>	Signature: <i>Mary K English</i>
Title: VP FINANCE	Title: Director, Operations
Signing Date: 8-17-08	Signing Date: 8/25/2008



**EXHIBIT D
NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)**

The undersigned, an authorized agent of the Contractor and on behalf of Tiburon Inc. (Contractor) hereby agree that the Contractor will hold County provided information, documents, data, images, records and the like (hereafter "information") confidential and secure and to protect it against loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with Contractor for testing, support, conversion or other services provided under Arlington County Agreement No 557-14 (the "Project" or "County Agreement" as applicable) or which may be accessed through other County owned or controlled databases (all of the above collectively referred to herein as "information" or "County information").

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of the County information, control and limit internal access and authorization for access to such information and not divulge or allow or facilitate access to County information for any purpose or by anyone unless expressly authorized. This includes but is not limited to information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter "his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or that affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution (also collectively referred to herein as "information" or "County information").

Contractor also agree that it will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. Contractor acknowledges that any unauthorized use, dissemination or disclosure of information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

The Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any information obtained directly, or indirectly, as a result of its work on the Project. Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate, tightly controlled and that such person/s also maintain the security and privacy of information and the integrity of County networked resources.

Contractor agrees to take strict security measures to ensure that information is kept secure, properly stored, that if stored that it is encrypted as appropriate, stored in accordance with industry best practices and otherwise protected from retrieval or access by unauthorized persons or unauthorized purpose. Any device or media on which information is stored, even

temporarily, will have strict security and access control. Any information that is accessible will not leave the Contractor's work site or the County's physical facility, if working onsite, without written authorization of the County Project Officer. If remote access or other media storage is authorized, Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County, and connected to the County network are secure and free of all computer viruses, or running the latest version of an industry standard virus protection program. Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. No information may be downloaded except as agreed to by the parties and then only onto a County approved device. Downloading onto a personally owned device is prohibited. Contractor agrees that it will notify the County Project Officer immediately upon discovery, becoming aware or suspicious of any unauthorized disclosure of information, security breach, hacking or other breach of this Agreement, the County Contract, County policy, Contractor's security policies, or any other breach of Project protocols. The Contractor will fully cooperate with the County to regain possession of any information and to prevent its further disclosure, use or dissemination. The Contractor also agrees, if requested, to promptly notify others of a suspected or actual breach.

Contractor agrees that all duties and obligations enumerated in this agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by Contractor. Contractor agrees that it shall take all reasonable measures to ensure its employees, agents and subcontractors are aware of and abide by the terms and conditions of this Agreement and related data security provisions in the County Agreement.

It is the intent of this NonDisclosure and Data Security Agreement to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices are in place to ensure confidentiality, protection, privacy and security of County information and County networked resources and to ensure compliance with all applicable local, state and federal law or regulatory requirements. Therefore, to the extent that this NonDisclosure and Data Security Agreement conflicts with the County Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent County Contract requirements, law, regulation or provision shall control.

At the conclusion of the Project, Contractor agrees to return all County information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the County Agreement.

Authorized Signature: _____

Printed Name and Title: _____

Date: _____



Scott Carroll, Contracts Manager
9/2/2014

EXHIBIT E
NONDISCLOSURE AND DATA SECURITY AGREEMENT
(INDIVIDUAL)

I, the undersigned, agree that I will hold County provided information, documents, data, images, records and the like (hereafter "information") confidential and secure and protect it against loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the information of the County, its employees, contractors, residents, clients, patients, taxpayers, and property as well as information that the County shares with my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. 592-14 (the "Project" or "County Agreement", as applicable) or which may be accessed through County owned or controlled databases (all of the above collectively referred to herein as "information" or "County information").

I agree that I will maintain the privacy and security of County information and I will not divulge or allow or facilitate access to County information for any purpose or by anyone unless expressly authorized to do so by the County Project Officer. This includes but is not limited to information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter "his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth or that otherwise affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution (as also collectively referred to herein as "information" or "County information").

I agree that I will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly authorized and associated with my designated duties on the Project. I understand and agree that any unauthorized use, dissemination or disclosure of information is prohibited and may also constitute a violation of Virginia or federal law/s, subject to civil and/or criminal penalties.

I also agree that I will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person for any purpose of the information obtained directly, or indirectly, as a result of my work on the Project. I agree to view, retrieve or access County information only to the extent concomitant with my assigned duties on the Project and only in accordance with the County's and my employer's access and security policies or protocols.

I agree that I will take strict security measures to ensure that information is kept secure, properly stored, that if stored that it is encrypted as appropriate, stored in accordance with industry best practices, and otherwise protected from retrieval or access by unauthorized persons or unauthorized purpose. I will also ensure that any device or media on which information is stored, even temporarily, will have strict security and access control and that I will not remove, facilitate the removal of or cause to be removed any information from my employer's worksite or the County's physical facility without written authorization of the County Project Officer. I do so

authorized, I understand that I am responsible for the security of the electronic equipment or paper files on which the information is stored and agree to promptly return such information upon request.

I will not use any devices, laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices ("Device") during my work on the Project without pre-approval. I will ensure that any Device connected to the County network shall be free of all computer viruses or running the latest version of an industry standard virus protection program. I will also ensure that my password, if any, is robust, protected and not shared. No information may be downloaded except as authorized by the County Project Officer and then only onto a County-approved Device. Downloading onto a personally owned Device is prohibited.

I agree that I will notify the County Project Officer immediately upon discovery, becoming aware of or suspicious of any unauthorized disclosure of information, security breach, hacking or other breach of this Agreement, County policy, my employer's security system or any other breach of Project protocols. I will fully cooperate with the County to help regain possession of any information and to prevent its further disclosure, use or dissemination.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the highest level of administrative safeguards and best practices are in place to ensure confidentiality, protection, privacy and security of County information and County networked resources and to ensure compliance with all applicable local, state and federal law or regulatory requirement. Therefore, to the extent that this *Nondisclosure and Data Security Agreement* conflicts with the underlying County Agreement or any local, state or federal law, regulation or provision, the more stringent County Contract provision, law, regulation or provision shall control.

Upon completion or termination of my work on the Project, I agree to return all County information to the County Project Officer. I understand that this Agreement remains in full force and effect throughout my work on the Project and shall survive my reassignment from the Project, termination of the above referenced Project or my departure from my current employer.

Signed: _____

Printed Name: _____

Date: _____

Witnessed:

Contractor's Project Manager: _____

Printed Name: _____

Date: _____

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT