

EXHIBIT B

CONTRACT & LEASE AGREEMENT CONTROL FORM

Date: 6/19/2008

Contract/Lease Control #: C08-1662-COI-174

Bid #: N/A

Contract/Lease Type: AGREEMENT

Award to/Lessee: ARCHONIX

Lessor:

Effective Date: 6/18/2008

Amount: \$23,850.00

Term/Expires: INDEFINITE

**Description of Contract/Lease: JAIL CJMS SYSTEM UPGRADED
MAINTENANCE**

Department Manager: CORRECTIONS

Department Monitor: L. CASKEY/CAPT STANLEY

Monitor's Telephone #: 689-5690

Monitor's Fax #: 689-5090

Date Closed:

REPLACES #C414

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/12/2016

Contract/Lease Control #: C08-1662-COR

Bid #: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: ARCHONIX

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/18/2008

Expiration Date: INDEFINITE

Description of Contract/Lease: MAINTENANCE ON THE CERTIFIED JAIL MANAGEMENT SYSTEM

Department: COR

Department Monitor: ROGERS

Monitor's Telephone #: 850-689-5690

Monitor's FAX # or E-mail: CROGERS@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|--|---------------|
| PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA | CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 | | |
| | E-MAIL ADDRESS: | | |
| INSURED Securus Holdings, Inc. 4000 International Parkway Carrollton TX 75007 USA | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Zurich American Ins Co | | 16535 |
| | INSURER B: American Guarantee & Liability Ins Co | | 26247 |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |
| INSURER F: | | | |

RECEIVED
 SEP 17 2018
 BY: P. R. ...

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570072954000 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|--------------|----------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | GLA 1070513-01 | 09/09/2018 | 09/30/2019 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | GLA 1070513-01 | 09/09/2018 | 09/30/2019 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION | | | AUC107062101 | 09/09/2018 | 09/30/2019 | EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N N / A | WC107051201 | 09/09/2018 | 09/30/2018 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Excess Liability policies.

CO8-1662-COR / C14-2102-COR

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| Okaloosa County 602-C North Pearl Street Crestview FL 32536 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i> |

Certificate No : 570072954000

**CONTRACT # C08-1662-COR
ARCHONIX SYSTEM, LLC
JAIL CJMS SYSTEM UPGRADE MAINT
EXPIRES: INDEFINITE**

**FOURTH AMENDMENT TO CONTRACT C08-1662-COR
Archonix/ Maintenance on the Certified Jail Management System**

This Fourth Amendment made and entered into this 11 day of October, 2016, hereby amends contract C08-1662-COR, dated June 18, 2008, by and between Okaloosa County, Florida, (hereinafter the "County") and Archonix Systems, LLC. (hereinafter "Archonix").

WHEREAS, on June 18, 2008, the Customer and Archonix entered into a contract, C08-1662-COR, which provides MAINTENANCE ON THE JAIL CJMS SYSTEM, software services; and

WHEREAS, the parties desire to amend the Contract to include language in the Contract to include Pre-Trial Services by Archonix; and

WHEREAS, the parties desire to amend the Contract to adjust the annual renewal period and the 3% increase; and

WHEREAS, the parties desire to pay the invoices for the annual renewal period to include the adjusted renewal date; and

WHEREAS, the parties desire to amend the Contract to include language in the Contract pertaining to Public Records as has recently been amended by the Florida Legislature in the 2016 Laws of Florida chapter 20.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to renew and amend C08-1662-COR as follows:

1. C08-1662-COR is hereby amended to include services provided by Contractor for Pre-Trial Services. Archonix created a new Pretrial module for Pretrial Services by utilizing the existing software used by the Jail, called XJail. By using XJail as a foundation for the Pretrial data, Archonix was able to create a module at a cost savings to Okaloosa County. The module contains information on defendants such as demographic data, prior arrest information, court dates, and other pertinent information. This information is used to provide reports to the Judiciary, supervise defendants and provide the status of cases which is used to assist the Judiciary, Law Enforcement and many other components of the Court System. In addition, the data found in this module is used by Pretrial Services to complete mandatory reports to the State and the Legislature both monthly and yearly.
2. C08-1162-COR is hereby amended to change the annual renewal period to begin on June 1 of each year and end on May 31.
3. C08-1162-COR is hereby amended to increase the yearly maintenance fee by 3% retroactive to April 1, 2016.

4. C08-1662-COR is hereby amended to include the following additional provision:

17. PUBLIC RECORDS

IF ARCHONIX HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ARCHONIX'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.

Archonix must comply with the public records laws, Florida Statute chapter 119, specifically Archonix must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

5. All other provisions of the Contract shall remain in full force and effect through the duration of the renewal.

(This area left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have executed this renewal and amendment as of the day and year first written.



ARCHONIX SYSTEMS, LLC

Robert Pinkens
Signature
Robert Pinkens
Print Name

Date: 9-28-16

WITNESS:

Cherie Strzelecki
Signature

Valerie Strzelecki
Print Name

OKALOOSA COUNTY, FLORIDA

[Signature]
John Hofstad, County Administrator

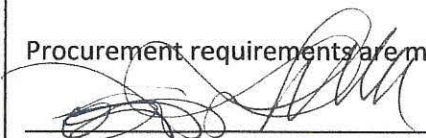
Date: 10/11/16

CONTRACT & LEASE INTERNAL COORDINATION SHEET

| | |
|--|--|
| Contract/Lease Number: <u>C08-1462-COR</u> | Tracking Number: <u>1324-15</u> |
| Contractor/Lessee Name: <u>Archonix</u> | Grant Funded: YES ___ NO ___ |
| Purpose: <u>Amendment 3</u> | |
| Date/Term: <u>Indefinite</u> | 1. <input type="checkbox"/> GREATER THAN \$50,000 |
| Amount: <u>30,271.00</u> | 2. <input checked="" type="checkbox"/> GREATER THAN \$25,000 |
| Department: <u>COR</u> | 3. <input type="checkbox"/> \$25,000 OR LESS |
| Dept. Monitor Name: <u>Lawson / Rogers</u> | |
| Document has been reviewed and includes any attachments or exhibits. | |

Purchasing Review


Procurement requirements are met:

 _____ Date: 3-19-15

Purchasing Director or Designee Joanne Kublik or Sunnie Estes

Risk Management Review

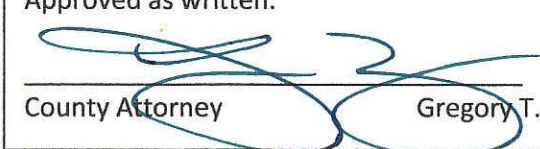
Approved as written:

 _____ Date: 3/30/15

Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written:

 _____ Date: 4/9/15

County Attorney Gregory T. Stewart or Lynn Hoshihara

Following Okaloosa County approval:

Contracts & Grants

Document has been received: _____ Date: _____

Contracts & Grants Manager

To Christy 4/10/15

March 4, 2015

CONTRACT AMENDMENT #3

Archonix Proposal No. OKALO-061108
Okaloosa County Contract No. C08-1662-COR
Jail CJMS System Upgraded Maintenance

Professional Services
EXPIRES: Indefinite

Denise Straub
Archonix Systems, LLC/Pamet Software, LLC
30 Lake Center Executive Park
401 Route 73 North, Suite 105
Marlton, NJ 08053

CONTRACT # C08-1662-COR
ARCHONIX SYSTEM, LLC.
JAIL CJMS SYSTEM UPGRADE MAINTENANCE
EXPIRES: INDEFINITE

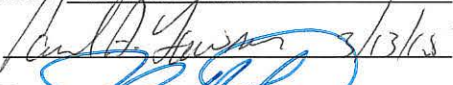

RE: Contracted Services

Dear Ms. Straub:


The Okaloosa County Department of Corrections wishes to amend the subject contract (cited above) effective March 12, 2015, to reflect current pricing for Technical Support to include Data Sharing. Data Sharing is the program that allows the Okaloosa County Sheriff's Office and Okaloosa County Department of Corrections to share information regarding inmates, and is not referred to in the current contract. The current contract allows Archonix to increase the annual fee by no more than 6%. Historical increases are listed below. All other aspects of the contract shall remain in full force and effect. If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable) to Paul A. Lawson, Okaloosa County DOC, 1200 E James Lee Blvd, Crestview, FL 32539.

- 2009 – 2010 – 4% increase in fees
- 2010 – 2011 – 5% increase in fees
- 2011 – 2012 – 2.5% increase in fees
- 2012 – 2013 – 3% increase in fees
- 2013 – 2014 – 3% increase in fees
- 2015 – 2015 – 3% increase in fees

COUNTY REPRESENTATIVES

Dept. Director: Paul A. Lawson
 Signature:  3/13/15
 Approved By: 
 Print Name: John Hofstad
 Title: County Administrator
 Date: 4/17/15

AUTHORIZED COMPANY REPRESENTATIVE

Contractor: Archonix
 Approved By: 
 Print Name: Denise L. Straub
 Title: Operations Manager
 Date: 3/4/15

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: C08-1662-COR Tracking Number: 896-14

Contractor/Lessee Name: Anchovix Grant Funded: YES ___ NO X

Purpose: Amendment #2

Date/Term: Indefinite 1. GREATER THAN \$50,000

Amount: _____ 2. GREATER THAN \$25,000

Department: COR 3. \$25,000 OR LESS

Dept. Monitor Name: Lewson

Document has been reviewed and includes any attachments or exhibits.

Purchasing Review

Procurement requirements are met:

[Signature] Date: 3-10-14

Purchasing Director or Designee Jeanne Kublik

Risk Management Review

Approved as written: [Signature] agreement calls for copy of insurance certificate

Risk Manager or designee Gary R. Neal Date: 3/11/14

County Attorney Review

Approved as written: [Signature]

County Attorney _____ Date: 3/12/14

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

_____ Date: _____

Contracts & Grants Manager

March 6, 2014

CONTRACT AMENDMENT #2

Archonix Proposal No. OKALO-061108
Okaloosa County Contract No. C08-1662-COR
Jail CJMS System Upgraded Maintenance

Professional Services
EXPIRES: Indefinite

Denise Straub
Archonix Systems, LLC/Pamet Software, LLC
30 Lake Center Executive Park
401 Route 73 North, Suite 105
Marlton, NJ 08053

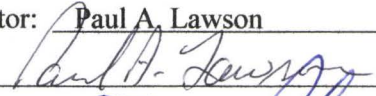
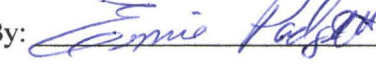
RE: Contracted Services

Dear Ms. Straub:


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- 2011 – 2012 – 2.5% increase in fees
- 2012 – 2013 – 3% increase in fees
- 2013 – 2014 – 3% increase in fees

COUNTY REPRESENTATIVES

Dept. Director: Paul A. Lawson
 Signature: 
 Approved By: 
 Print Name: Ernie Padgett
 Title: County Administrator
 Date: 3/17/14

AUTHORIZED COMPANY REPRESENTATIVE

Contractor: Archonix Systems, Inc.
 Approved By: 
 Print Name: Denise L. Straub
 Title: Operations Manager
 Date: 3/6/14

**CONTRACT # C08-1662-COR, AMENDMENT 2
ARCHONIX SYSTEM, LLC.
JAIL CJMS SYSTEM UPGRADE MAINTENANCE
EXPIRES: INDEFINITE**



February 20, 2014

Okaloosa County Sheriff's Office
Attn: Christy Rogers
1200 East James Lee Boulevard
Crestview, FL 32539

To Whom It May Concern:

Archonix has increased your annual maintenance fees by 3% for the maintenance period 3/1/14 - 2/28/15. The total maintenance fees are \$ 29,390.00.

Please feel free to call me at 856-787-0020 x2120 with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Denise L. Straub", is written over a horizontal line.

Denise L. Straub
Operations Manager

FILED
DON W. HIGWARD
2014 FEB 27 AM 11 38
CLERK OF COUNTY COURT
OKALOOSA COUNTY, FL.
CRESTVIEW, FL.



Department of Corrections

State of Florida

April 11, 2013

To: Jodi Gates, Finance

From: Paul Lawson, Corrections

Re: Archonix Jail Management System
Contract # CO8-1662-COR

A data sharing interface was added in 2009 to allow Smart Cop, the Sheriff's Office software, to query data and provide the ability query data in Archonix Jail Management System using Smart Cop Web Services. The initial cost, paid in 2009, was \$900.00. Subsequent increases are consistent with the contractual terms to allow for an annual increase no greater than 6%.

| | | |
|------|------------|------------------|
| 2009 | \$900.00 | |
| 2010 | \$936.00 | (4% increase) |
| 2011 | \$983.00 | (5.02% increase) |
| 2012 | \$1,007.00 | (2.44% increase) |
| 2013 | \$1,038.00 | (3.07% increase) |

Accompanying this letter are copies of invoices for each year beginning in 2009.

If you require more effort on our part, please don't hesitate to call.

Thank you for your assistance in these important matters.



17000 Commerce Parkway, Suite C
 Mount Laurel, NJ 08054
 (p): (856) 787-0020
 (f): (856) 787-0060
 www.archonixsystems.com

Proposal

TO:
 Okaloosa County Department of Corrections
 Attn: Donna Lawler
 1200 East James Lee Boulevard
 Crestview, FL 32539
 Phone: (850) 689-5096
 dlawler@co.okaloosa.fl.us

DATE: 11/17/2008
QUOTE # OKALO111708
EXPIRES: 02/15/2009
SALES REP: Sanjay Singhvi

Terms and Conditions:
 Payment: Net 30 days

Data Sharing Interface

| Description | Qty | Unit Price | Extended Price | Annual License & Maint |
|--|-----|------------|-------------------|------------------------|
| Data Sharing Interface Allow Smart Cop to query the data and provide the ability to query the data using SmartCop Web Services | 1 | \$5,000.00 | \$5,000.00 | \$900.00 |
| TOTAL | | | \$5,000.00 | \$900.00 |

Acceptance:

Archonix Svstems, LLC

Denise L. Straub
 Signed _____ Date 11/17/2008

Denise L. Straub
 Printed Name _____ Title Operations Manager

Okaloosa County Department of Corrections

Signed _____ Date _____

Printed Name _____ Title _____

NOTES:

Proposal is for Archonix products & services only; pricing does not include hardware, operating system, database, wireless communications or any other third party products and services. License and Support fees will start with normal billing cycle which begins 3/12/09 through 3/11/10.

March 6, 2013

CONTRACT AMENDMENT #1

Archonix Proposal No. OKALO-061108
Okaloosa county Contract No. C08-1662-COR
Jail CJMS System Upgraded Maintenance

Professional Services
EXPIRES: Indefinite

Denise Straub
Archonix Systems, LLC/Pamet Software, LLC
30 Lake Center Executive Park
401 Route 73 North, Suite 105
Marlton, NJ 08053

CONTRACT # C08-1662-COR
ARCHONIX SYSTEM, LLC.
JAIL CJMS SYSTEM UPGRADE MAINTENANCE
EXPIRES: INDEFINITE

RE: Contracted Services

Dear Ms. Straub:

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- 2012 – 2013 – 3% increase in fees

COUNTY REPRESENTATIVES

AUTHOURIZED COMPANY REPRESENTATIVE

Dept./Director Paul A. Lawson

Contractor: Archonix

Signature: *Paul A. Lawson*

Approved By: *Denise L. Straub*

Approved By: *James D. Curry*

Print Name: James D. Curry

Print Name: Denise L. Straub

Title: County Administrator

Title: Operations Manager

Date: 4-3-13

Date: 3/21/13

RECEIVED FEB 21 2013
CR

EXHIBIT D

CONTRACT & LEASE
INTERNAL COORDINATION SHEET

Contract/Lease Number: C08-1662-COR Tracking Number: 548-13

Contractor/Lessee Name: Archonix

Purpose: Jail CIMS System Upgraded Maint. Amend #1

Date/Term: Indefinite

Amount: 370 increase (Annually \$27,496.16)

Department: Corrections

Dept. Monitor Name: P Lawson / J. Koblik

1. GREATER THAN \$50,000
2. GREATER THAN \$25,001
3. \$25,000 OR LESS

Purchasing Review
(see attached email)

Procurement requirements are met: [Signature] Date: 2/21/13

Contracts & Lease Coordinator

Risk Management Review

Approved as written: [Signature] Date: 2/25/13

Risk Management Director

County Attorney Review

Approved as written: [Signature] Date: 3/4/13

County Attorney

Following Okaloosa County approval:

Contract & Grant

Document has been received: _____ Date: _____

Contracts & Grants Manager

March 6, 2013

CONTRACT AMENDMENT #1

Archonix Proposal No. OKALO-061108
Okaloosa county Contract No. C08-1662-COR
Jail CJMS System Upgraded Maintenance

Professional Services
EXPIRES: Indefinite

Denise Straub
Archonix Systems, LLC/Pamet Software, LLC
30 Lake Center Executive Park
401 Route 73 North, Suite 105
Marlton, NJ 08053

RE: Contracted Services

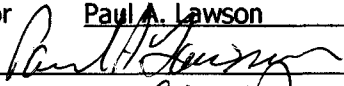

Dear Ms. Straub:

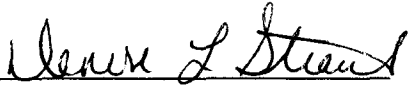
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- 2012 – 2013 – 3% increase in fees

COUNTY REPRESENTATIVES

AUTHOURIZED COMPANY REPRESENTATIVE

Dept./Director Paul A. Lawson
 Signature: 
 Approved By: 
 Print Name: Richard L Brannon
 Title: Purchasing Director
 Date: 03-11-13

Contractor: Archonix
 Approved By: 
 Print Name: Denise L. Straub
 Title: Operations Manager
 Date: 3/7/13

**CONTRACT # C08-1662-COR
ARCHONIX SYSTEM, LLC.
JAIL CJMS SYSTEM UPGRADE MAINTENANCE
EXPIRES: INDEFINITE**

AGREEMENT FOR SYSTEM UPGRADE

This agreement made this 12th day of June, 2008 by and between **Archonix Systems, LLC** (Hereinafter "Archonix"), a Delaware Limited Liability Company having its registered office at 17000 Commerce Parkway, Suite C, Mount Laurel, New Jersey 08054 and the **Okaloosa County** (Hereinafter "Customer") with its principal office at 101 East James Lee Blvd, Crestview, FL 32536. This agreement between the parties is limited to what is contained in this agreement.

1. DEFINITIONS

System: All Hardware, Software and Services contained in Appendix A:
Accepted Proposal # OKAL061108

Licensed Standard Software: Archonix's Jail Management Software Solution further described on Program Product specifications (set forth on Schedule A of Appendix B).

Licensed Software: The Licensed Standard Software (including any Development Software), Upgrades, and Licensed Custom Software provided under this Agreement.

Licensed Custom Software: Archonix's Licensed Standard Software plus any modifications made to the Licenses standard software made by Archonix on behalf of the Customer and agreed to by the Customer and Archonix.

Licensed Documentation: User Manuals which include the current specifications for the Licensed Software and other written instructions relating to the Licensed Software.

Upgrades: Any enhanced and/or improved versions of Licensed Software provided as Licensed Software under this Agreement and released after execution of this Agreement.

Authorized Copies: The only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined in this paragraph. They are:

- the single copy of the Licensed Software and the related Licensed Documentation delivered by Archonix under this Agreement; and
- two additional copies made by Customer as backup copies.

Licensed Products: The Licensed Software, Object Code, the related Licensed Documentation and the Authorized Copies of the foregoing.

Object Code: Machine language code produced by a translator program, such as an assembler, interpreter, or compiler. Instructions in object code can be executed by a Central Processing Unit (CPU).

Customer Liaison: A Customer employee assigned to act as liaison between Customer and Archonix for the duration of Agreement and the Customer Support Manager assigned by Archonix to Customer.

2. EFFECTIVE DATE

This Agreement shall be effective on the date accepted and executed by an authorized representative of Archonix and Customer and shall continue in effect until terminated according to its terms.

3. DEFAULT

The failure of a party to comply with any material term, condition, or provision of this Agreement shall constitute a default. In the event of default, the notifying party shall provide the other party with written notification of the specific act or omission that constitutes default. The responsible party shall then have sixty (60) days from the date of receipt of written notice in which to cure the terms, conditions or provisions triggering the default. In the event that the defaulting party cannot, or has not, cured the specific act or omission identified within the time period specified, then the Agreement shall be terminated. In the event of default by Archonix, Archonix's liability shall be limited to any amounts paid by the Customer and received by Archonix under this Agreement.

4. TERMINATION

- A. Customer shall have the right to terminate this Agreement if, for any reason, the Customer determines that such termination is in its best interests. Such termination shall be indicated by providing written notice to Archonix (herein referred to as a "Termination Notice"). In the event Customer provides Archonix with a Termination Notice, then this Agreement shall cease and expire sixty (60) days after the date set forth on the Termination Notice or sixty (60) days following receipt of such Termination Notice by Archonix whichever is later (hereinafter such date is referred to as the "Termination Date"). Upon receipt of a Termination Notice, Archonix shall immediately cease and discontinue its performance of any and all functions required to be performed by Archonix hereunder and, effective on the Termination Date, this Agreement shall expire.
- B. Upon any Termination Date, Customer shall immediately pay to Archonix all amounts then outstanding and owing to Archonix for:
- any and all Hardware and Software supplied or ordered on Customer's behalf, plus;

- the cost of all materials and other System products supplied or ordered on Customer's behalf, plus;
 - All labor and services performed by Archonix or on behalf of Archonix by any third parties, up to and including the Termination Date.
- C. Upon receipt of such amounts by Archonix, any such Hardware or Software or other materials supplied or ordered on Customer's behalf shall become the property of the Customer with all attendant rights to such property.
- D. Software and any other unpaid Licensed Products that shall have previously been supplied to Customer; and Customer's right to continued Support and licensing of the Licensed Standard Software and any other Licensed Products for which payment have not been made shall cease, and Archonix shall be entitled to payment for services rendered and products delivered to the Termination Date, but in no event shall Archonix be entitled to recover any lost profits, economic loss or other damages except as provided above.

5. MODIFICATIONS

No modification or amendment to this agreement and no waiver of any provision shall be valid unless in writing, signed by duly authorized representatives of the parties. In the event of any changes to the preprinted terms and conditions of this agreement, the duly authorized representatives of Archonix are the President and Director of Operations.

6. ASSIGNMENT

Neither this agreement nor any of the rights and/or interest created hereunder shall be assigned by either party without the prior written notification of the other party.

7. ENFORCEMENT

Customer and/or Archonix shall have the right at all times to enforce all terms, conditions and covenants hereof in strict accordance herewith, notwithstanding any custom or conduct on the part of Customer or Archonix in refraining from so doing at any time or times. Further, the failure of Customer and/or Archonix at any time or times to enforce its rights hereunder strictly in accordance with the same shall not be contrary to any specific term, condition or covenant hereof, or as having in any way or manner modified the same or shall be construed as a waiver or relinquishment for the future of any covenants, conditions or options, but the same shall be and shall remain in full force and effect.

8. SEVERABILITY

If any provision of this contract is held invalid, the other provisions of this contract shall not be affected thereby. If the application of the contract or any of its provisions, to any person or circumstances is held invalid, the application of the contract and its provisions to other persons or circumstances shall not be affected thereby.

9. APPLICABLE LAW

A. Archonix warrants that the goods or services provided hereunder have been manufactured and/or performed in accordance with and in compliance with all applicable state and federal laws, including but not limited to the Occupational Safety and Health Act and the Fair Labor Standards Act. Archonix warrants that it is in compliance with all other applicable federal employment and labor regulations including those respecting equal employment opportunity and non-segregated facilities. Customer shall notify Archonix of local laws currently in effect and any subsequent changes.

B. This Agreement shall be governed by the laws of the State of Virginia.

10. HOLD HARMLESS

Archonix shall indemnify, defend and hold harmless Customer from claims, suits, actions, damages and costs resulting from any claims alleging patent infringement of any United States patent or copyright. In case the Licensed Products provided under this Agreement, as a result of any suit or proceeding, is held to constitute infringement of any patent or copyright or its use by Customer is enjoined, Archonix shall, at its option and at its expense, either:

- A. Procure for Customer the right to continue using said Licensed Products,
- B. Replace Licensed Products with substantially equivalent non-infringing software and documentation,
- C. Modify Licensed Products so Licensed Products become non-infringing or,
- D. Refund to Customer the entire sum it had paid to Archonix, for the Licensed Standard Software.

11. COST SUMMARY

| <i>Description</i> | <i>Upgrade Cost</i> | <i>Annual License & Maintenance.</i> |
|----------------------------|---------------------|--|
| A. System Upgrade to XJail | No Charge | \$23,850.00 |
| Grand Total | \$00 | \$23,850.00 |

System includes Archonix products & services only; pricing does not include hardware, LAN/WAN networking, operating system, database, wireless communications or any other third party products and services. Customer is responsible for purchasing all hardware, networking, operating system, SQL server and other third party products.

12. TAX EXEMPTION

Customer warrants that they are exempt from all taxes of any kind, including but not limited to, sales tax, use tax, and excise tax. Customer agrees that tax-exempt certificates are on file at Customer's Purchasing Office.

13. INSURANCE REQUIREMENTS

Archonix shall maintain, through the performance of its obligations under this Agreement, a policy or policies of Worker's Compensation insurance's with such limits as may be required by law, and a policy or policies of general liability insurance's insuring against liability for injury to, and death of, persons and damage to, or destruction of, property arising out of or based upon any act of or based upon any act or omission of Archonix or any of its subcontractors or their respective officers, directors, employees or agents.

14. FORCE MAJEURE

Archonix and Customer shall not be liable for delays in the performance of services or delivery of products ordered hereunder arising out of causes beyond the control and without the fault and negligence of Archonix or Customer. Such causes include but are not restricted to acts of God; the public enemy; or the government, fires, flood, epidemics, quarantine, restrictions, strikes, labor unrest, freight embargoes, unusually severe weather, and defaults or delays of suppliers due to any of such causes.

15. NONDISCRIMINATION BY VENDORS OR AGENTS OF VENDOR

Neither Archonix nor anyone with whom Archonix shall contract shall discriminate against any person employed or applying for employment concerning the performance of Archonix responsibilities under this Agreement. This discrimination prohibition shall apply to all matters of initial employment, tenure and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, sex, religion, age, national origin, or ancestry. A breach of this covenant may be regarded as a default by Archonix of this Agreement.

16. NOTICES

Any notices required or permitted under this Agreement shall be in writing and delivered in person, by facsimile, overnight express or by registered or certified mail, return receipt requested, with proper postage prepaid, and properly addressed as set forth below or as shall be hereafter changed by written notice. Notice shall be effective upon delivery. Facsimile notices shall also be delivered by U.S. mail postage prepaid, or by other means listed above, but shall be effective upon facsimile transmission. The parties herein affirm that the persons and addresses below listed are duly authorized to receive and accept such notice:

FOR ARCHONIX:

Archonix Systems, LLC
Attn: Anthony S. Graham
17000 Commerce Parkway, Suite C
Mount Laurel, NJ 08054

FOR CUSTOMER:

PAUL LAWSON
OKALOOSA COUNTY DEPT OF CORRECTIONS
1200 EAST JAMES LEE BLVD
CRESTVIEW, FL 32539

This Agreement and the Attachments (Appendices A-D) listed below constitutes the entire Agreement, understanding and representations, expressed or implied, between Customer and Archonix with respect to the equipment and services.

Customer, by its signature acknowledges that it has read this Agreement, understands it and agrees to all its terms and conditions.

ACCEPTED:

Archonix Systems, LLC:

Denise L. Straub

Authorized Signature

Denise L. Straub

Printed Name

6/12/08

Title Date

Customer: OKALOOSA COUNTY BCC

James D. Curry

Authorized Signature

JAMES D. CURRY

Printed Name

COUNTY ADMINISTRATOR

Title Date

6-18-08

ATTACHMENTS

- Appendix A Accepted Proposal #
- Appendix B License and Support Agreement
- Appendix C Hardware Required/Recommended
- Appendix D Software Required/Recommended

APPENDIX A

ACCEPTED PROPOSAL # OKAL061108

APPENDIX B

LICENSE & SUPPORT AGREEMENT

1. GENERAL

Archonix hereby grants and Customer accepts, upon terms and conditions set forth in this Agreement, a non-transferable and non-exclusive license to use the Licensed Software and Licensed Documentation. This license is extended to include the additional program products listed in Schedule B.

2. ACKNOWLEDGEMENTS

A. Customer acknowledges that the Licensed Products are a valuable trade secret of Archonix and accordingly, this Agreement establishes a confidential relationship between Archonix and Customer. Customer shall not copy or reproduce in any way, in whole or in part, the Licensed Software or the Licensed Documentation furnished by Archonix without the prior express written consent of Archonix. Customer shall not sell, transfer, or otherwise make available in any way to any other person, in whole or in part, the Licensed Software or program documentation furnished by Archonix except the Customer may make copies of the program documentation for exclusive internal use only. Customer is permitted to make up to two (2) copies of each application of the Licensed Software and one back up copy of the related Licensed Documentation on magnetic media for purposes of backup in the event of emergencies. Customer, or anyone obtaining access through Customer, shall not copy, distribute, disseminate or otherwise disclose to any third party the Licensed Software or Licensed Documentation in whole or in part, in any form or media. The restriction on making and distributing the Licensed Software or Licensed Documentation includes without limitation, copies of the following:

- Program libraries, either source or object code
- Operation control language
- Test Data, sample fields, or file lay outs
- Program Listings
- Licensed Documentation

B. Archonix agrees that the records of Customer remain confidential and further agrees that neither Archonix nor its employees will disclose such records or any portion thereof to any person whomsoever without the express prior written consent of Customer. Archonix shall not, without Customer's written consent, copy or use such records except to carry out contract work with Customer, and will not transfer such records to any other party not involved in the performance of this Agreement.

C. The data that is entered by the Customer remains the property of the Customer and will remain their property regardless of the status of the license or relationship with Archonix

3. CONTROL

Customer shall be exclusively responsible for the supervision, management, and control of the use of the program.

4. RENEWAL

Archonix grants a renewable license provided Customer is not in default of any provisions of this agreement including, but not limited to, payment in advance of the annual License Fee.

5. SUPPORT

A. *Licensed Software Maintenance*

During the term of this Agreement, Archonix shall provide Customer with the maintenance and repair of any reproducible Licensed Software error or malfunction that may be discovered in Archonix's unaltered current Licensed Software(s) and Updates that may be released and made generally available by Archonix from time to time. Archonix will specify the network environment, and computer server and Customer configurations required for the Licensed Software and Software. If necessary, Archonix will initially install its Licensed Software on the servers and on the Customer's terminals supplied by the Customer and will test the configuration to ensure it is functioning properly. Installation of additional Customers, server maintenance, network problem solving and all issues other than the maintenance services for the Licensed Software requested and performed after the initial system set up, configuration and installation will be considered outside of the scope of services under this Agreement this maintenance contract and will be billed at the rates in Exhibit A.

B. *Unauthorized Maintenance by Customer*

Any programmatic change, modification or enhancement to the Licensed Software(s) by Customer or any other party authorized by Customer without prior written authorization from Archonix is an unauthorized change. Archonix reserves the right to void this License and Support Agreement and/or to provide maintenance that results there from at Archonix's then current time and materials rate for all service provided as a result of any unauthorized change. Use of administrative tools supplied by Archonix Services to make modifications or changes to configurations, settings, permissions or other customer-modifiable elements of the Licensed Software are not considered unauthorized maintenance.

C. Telephone or Internet Assistance

Customer shall provide Archonix technicians with access to the Customer' software for Archonix technicians via Virtual Private Network ("VPN") for error correction. Customer will also permit Archonix access to personnel via telephone in order to counsel and advise Customer on the use and maintenance of the Licensed Software during the hours specified in this Agreement. The Response Time for this Telephone and Internet Response service will average less than 4 hours during the supported hours. Unless otherwise specified and agreed to in writing, Telephone and Internet assistance will be available these hours will be from 8 AM to 5 PM, Monday through Friday Eastern Standard Time, excluding the following nationally recognized holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

In addition to regular 8:00 AM – 5:00 PM phone support, a 24-hour, 7-day a week beeper service for after hour support will be provided at Archonix's current rate, which is currently \$140 per hour.

D. On-Site Assistance

To the extent that a problem associated with the Licensed Software has been identified and is not able to be resolved in accordance with the terms shown above, Archonix shall provide Customer with on-site assistance provided by one or more Archonix Services technicians, provided that the issue is the direct result of a failure of performance of the Licensed Software provided under this Agreement. Customer shall reimburse Archonix for all reasonable out-of-pocket expenses associated with the provision of on-site assistance under the terms of this paragraph.

E. Services Outside Scope of Work

Archonix will not be responsible for errors or issues arising outside the scope of this Agreement, including, but not limited to, hardware issues, third-party (non-Archonix) software issues or any other issues that are not directly related to the use of the Licensed Software provided to Customer by Archonix and specified in this Agreement. However, the Customer has the option to request support from Archonix to address any issue outside the scope of services provided for in this Agreement. To the extent that Archonix is called upon to assist Customer with regard to issues outside the scope of responsibility provided by Archonix in this Agreement, Customer will be notified promptly. Archonix may, at its sole discretion, and upon written authorization by Customer, agree to perform such services requested by Customer at Archonix's then current time and materials rate. Archonix is not obligated to perform such services for Customer, and any such services provided by Archonix will be provided without warranty, express or implied, unless otherwise agreed to in writing by Archonix.

F. *Enhancements*

Routine Enhancements to the Licensed Software shall be provided to Customer at Archonix's sole discretion and, if accepted by Customer, will become part of the Licensed Software(s) and subject to all terms and conditions under this Agreement for maintenance of the Licensed Software(s).

G. *Training*

Archonix will provide Customer training to Customer in the use of its Licensed Software(s) upon new installation orders. Such training will be performed at the location(s) of the installation of the Licensed Software unless otherwise specified by Customer. If agreed to by Customer and Archonix, Archonix will provide additional training, including training for new Customer personnel after installation and upon Customer's written acceptance. Such training will be provided at the then standard published training fees for Archonix.

H. *Customer Support*

Customer shall provide Archonix full complete, unabated and free on-site and electronic access, without charge, to the Licensed Software so as to enable Archonix to provide the covered maintenance services as set forth in this Agreement. Customer shall make available to Archonix promptly upon request to all facilities and services reasonably required by Archonix for the performance of its obligations under the Agreement.

6. PAYMENT

A. *Licensing and Program Maintenance Fee*

In consideration of the services provided under this Agreement, Customer agrees to pay an annual License and Program Maintenance Fee to Archonix. The initial payment under this License and Program Maintenance Fee will be due within thirty days upon Customer's written acceptance of this Agreement. Amounts due to Archonix for Licensing and Program Maintenance will be subject to periodic increase at the sole discretion of Archonix, beginning with the first renewal period, but in no event will the annual rate of increase exceed more than six percent (6.0 %) annually over the previous year's payment. Customer agrees to pay future License and Program Maintenance Fees on the annual renewal date of this Agreement, unless otherwise specified in writing by Archonix Services in order to maintain service. All unpaid balances are subject to a one and one half (1 ½ %) percent monthly finance charge, which shall accrue until paid in full by Customer.

B. *Additional Charges*

Customer shall reimburse Archonix for all reasonable expenses incurred by Archonix in the performance of this Agreement, including, but not limited to, travel expenses of Archonix's employees while away from Archonix's principal offices. Customer shall also reimburse Archonix for any and all special or unusual expenses incurred at Customer's request, subject to prior written authorization by Customer. All such additional charges shall be invoiced to Customer as they are incurred and are due and payable to Archonix within thirty (30) days of receipt of receiving the invoice and any unpaid balances shall be subject to a monthly charge equal to one and one-half percent (1.5%) of the current outstanding unpaid balance, or the highest amount allowable by law, whichever is less. Customer also will pay or reimburse Archonix for all reasonable costs associated with the collection of any payment.

7. TERM

Performance of this Agreement shall commence upon signing and shall remain in effect for a term of one year, automatically renewing thereafter for successive one (1) year terms unless terminated as provided for in this Agreement.

8. TERMINATION

Both Archonix and Customer shall have the right to terminate this Agreement upon not less than sixty (60) days advance written notice. In the event of contract termination by Archonix, Customer will receive a prorated return of any monies that have been paid in advance during the calendar year by Customer to Archonix for its License and Program Maintenance. However, Customer shall nonetheless remain obligated to pay all accrued charges including finance and other charges in the event of termination to accrue by any party under this Agreement.

9. REMEDIES

Archonix shall only be liable for direct damages to Customer resulting from the performance of services directly associated with its Licensed Software under this Agreement. Customer's sole remedy, regardless of the form of the action, for the breach of any item under the License and Support Agreement by Archonix shall be limited to the return of the License and Support Fee paid to Archonix during that calendar year. The License and Support Fees are set forth in Exhibit A of the License and Support Agreement attached hereto. Claims must be bona fide, material and substantial, and directly affecting the software product's performance in relation to the purpose and not related to operator error or hardware malfunction and/or system software shortcomings of the computer manufacturer.

WARRANTIES

A. Archonix warrants that to the best of its knowledge that the performance of Licensed Software maintenance services under this Agreement shall not in any way constitute infringement or other violation of any patent, copyright, trade secret, trade name, trademark, proprietary information or non-disclosure or other rights of any third party.

- B. Archonix warrants that it has the right to grant the rights to the Licensed Software(s) under this Agreement.
- C. Archonix does not warrant that the operation of the Licensed Software will be uninterrupted or error free. Archonix does not warrant the operation of any other software, hardware or service other than those expressly specified under this Agreement.

10. DEFAULT

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder which default cannot be cured, or which being capable of cure, has not been cured within sixty (60) days after written notice received by the other party of such default.

11. PROPERTY RIGHTS

A. Acknowledgement of No Enhancement Rights

In the event Archonix develops any materials, Updates, or Enhancements to the Licensed Software(s) at Customer's expense, such material, Updates, or Enhancements shall not be deemed to create a new program or create any ownership rights by the Customer in the materials, Updates, or Enhancements or Licensed Software.

B. Confidential Information

During the term of this Agreement and for a period of two (2) years thereafter, Customer shall safeguard and maintain the confidentiality of all Archonix confidential information and shall not disclose such to third parties.

Exhibit A
License and Program Maintenance Fees

| | |
|--|----------------------------------|
| License and Maintenance fees for 3/12/09 – 3/11/10 | |
| Archonix XJail | <u>\$23,850.00</u> |
| TOTAL ANNUAL LICENSE & MAINTENANCE | <u><u>\$23,850.00</u></u> |

NOTE: Annual License and Maintenance fees will remain at the current rate (listed above) until the next maintenance period, at which time they are subject to a price increase of no more than 6%.

Services Outside Scope of Work

| | |
|--|----------------|
| Rate for additional support (one hour minimum) | \$140 per hour |
| Rate for additional training (four hour minimum) | \$100 per hour |

SCHEDULE A

Licensed Standard Software

The Archonix's Public Safety Software Solution is a live, interactive processing program comprised of the following computer modules:

XJAIL

- Accounting – Facility & Inmate
- Billing
- Booking/Release
- Cell Management/Tracking
- Classification/Screening
- Commissary
- Disciplinary Reporting/Investigation
- Document Management
- Grievance Reporting
- Incident Reporting/Investigation
- Inmate Management
- Inmate Tracking
- Inventory
- Management Reporting
- Medical
- Mug Shot System
- Personnel Management
- Privilege Management
- Property
- Reporting
- Scheduling
- Searching
- Sentencing
- Transportation
- Victim Information and Victim Notification
- Visitation
- Web Access
- Work Release

SCHEDULE B
Other Software Products

Archonix hereby grants and Customer accepts the usage of the below listed software to operate in conjunction with our Licensed Software. The Customer agrees to read each manufacturer's program license and to be bound by the terms of that license.

| <u>MANUFACTURER</u> | <u>DESCRIPTION</u> |
|---------------------|--------------------|
| None provided | |

APPENDIX C HARDWARE REQUIRED/RECOMMENDED

HARDWARE

Minimum Server Requirements:

Processor: 3Ghz

Hard Drive: 80GB GB, 2-4 hard drives either mirrored or Raid 5

Memory: 2GB

Network: 100MB

Video: Must support a minimum of 1024x768 resolution

1. This configuration does not represent a complete system; a backup mechanism, monitor, CD-ROM, etc are also needed.
2. The configuration only includes XJail, if the server is used for other applications/tasks (like a file server or e-mail, etc.) the server should be upgraded accordingly.

XJail Workstation Recommendation:

Processor: 1.8Ghz

Hard Drive: 10GB

Memory: 512MB minimum but 1GB recommended

Network: 100MB

Video: Must support a minimum of 1024x768 resolution

APPENDIX D
SOFTWARE REQUIRED/RECOMMENDED

XJAIL

Server Software Required:

- Microsoft SQL Server 2005
- Microsoft Windows Server (2003 with all service packs)
- GoToMyPC by Citrix (One license for each server)

Server Software Recommended:

- Anti-virus
- Backup

Client Software Required:

- Microsoft SQL Client Licenses 2005
- Microsoft Windows Workstations (XP Professional or 2000)

Client Software Recommended:

- Anti-Virus
- Anti-Spyware