

SOFTWARE ASSURANCE ADDENDUM

INTEGRATED COMPUTER SYSTEMS, INC. ("ICS") and Licensee desire to supplement and amend the ICS Software License Agreement.

IN CONSIDERATION OF the terms and conditions of the ICS Software License Agreement, this Addendum, and other good and valuable consideration, the premises contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions

Unless the context otherwise provides, the terms defined in this section shall, for the purposes of this Addendum, have the meaning herein specified.

- A. **Enhancement.** Any modification or addition that, when made or added to the Licensed Software, changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction.
- B. **Update.** An update is defined as a change or error corrections made to the existing ICS Licensed Software and includes but is not limited to, changes made to bring current any function or functions.
- C. **Licensed Software.** One or more of the computer software components and/or software interfaces developed by ICS, as identified in one or more ICS Sales Quotes and/or ICS License Agreements between the parties, and which is licensed to Licensee pursuant to the ICS License Agreement. The Licensed Software specifically excludes computer software not developed by ICS, but that might be used in conjunction with the ICS software; such as, word processors, spreadsheets, terminal emulators, etc., hereinafter referred to as "Third Party Software".
- D. **Error.** Any failure of the Licensed Software to conform in all material respects to its functional specifications as published from time to time by ICS.
- E. **Error Correction.** Either a software modification or addition that, when made or added to the Licensed Software, establishes material conformity of the Licensed Software to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Software, eliminates the practical adverse effect on Licensee of such nonconformity.
- F. **Updates.** New versions of the Licensed Software, including all Error Corrections and Enhancements.
- G. **Response Time.** Within six (6) Coverage Hours, from the time Licensee first notifies ICS of an Error until ICS initiates work toward development of an Error Correction.
- H. **Coverage Hours.** The hours between 8:00 AM and 5:00 PM, Central Standard Time, on the days Monday through Friday, excluding regularly scheduled holidays of ICS.
- I. **Agency Application Manager.** A representative of Licensee who has been certified on the Licensed Software by ICS, and is able to communicate effectively with ICS support personnel in the description and resolution of problems associated with the Licensed Software.
- J. **After-hours Support.** An emergency Error Correction provided to Licensee during non-Coverage Hours for specifically designated Licensed Software.

2. Eligibility for Support

ICS's obligation to provide Services with respect to the Licensed Software may be terminated or suspended, at ICS's discretion, if at any time during the term of this Addendum any of the following requirements are not met:

- Licensee must have a valid ICS License Agreement for the Licensed Software in effect at all times;
- Licensed Software must be operated on a hardware and software platform approved by ICS;
- Licensee must be current and in compliance with all ICS billings.

ICS may require Licensee to appoint a new Agency Application Manager if ICS determines that the acting Agency Application Manager does not have the training or experience necessary to communicate effectively with ICS support personnel.

3. Software Support Services

In accordance with the terms and conditions of this Addendum, ICS shall provide Licensee with the



following software support services for the ICS Licensed Software and Sublicensed Software as specified in this Addendum, during Coverage Hours:

- A. ICS shall maintain a software support team capable of receiving from the Agency Application Manager, by telephone or e-mail, reports of any software irregularities, and requests for assistance in use of the Licensed Software.
- B. ICS shall maintain a trained staff capable of delivering support services set forth in this Addendum.
- C. ICS shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to ICS in accordance with ICS's standard reporting procedures. ICS shall, after verifying that such an Error is present, initiate work in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, ICS shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and ICS shall include the Error Correction in all subsequent Releases of the Licensed Software. ICS will support one (1) version back from the most recently released version.
- D. ICS may, from time to time, issue new Releases of the Licensed Program to its customers generally, containing Error Corrections, minor Enhancements, and, in certain instances, if ICS so elects, major Enhancements. ICS reserves the right to require additional license fees for major Enhancements. ICS shall provide Licensee with one copy of each new Release, without additional charge. ICS shall provide reasonable assistance to help Licensee install and operate each new Release, provided that such assistance, if required to be provided at Licensee's facility, shall be subject to the supplemental charges set forth in ICS's current Fee Schedule.
- E. ICS shall consider and evaluate the development of Enhancements for the specific use of Licensee and shall respond to Licensee's requests for additional services pertaining to the Licensed Software (including, without limitation, data field additions and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to in writing by ICS and Licensee.
- F. ICS shall provide After-hours Support by providing Error Corrections for the Licensed Software noted on the attached ICS quotation as "24 X 7". All other After-hours support requests will be billed at ICS's then current overtime rate with a two (2) hour minimum.

4. Licensee Obligations

- A. Licensee must maintain and provide ICS, at no cost to ICS, a broadband internet connection to the Licensee's network utilizing current Cisco VPN technology. This connection will be available 24 hours per day 7 days a week and will provide full access to all workstations/devices, application servers and SQL servers that utilize the Licensed Software.
- B. A representative of Licensee's IT department must be present when any on-site support is provided. Licensee agrees that if such representative is not present when the ICS representative arrives on site, the ICS representative shall notify an appropriate representative of Licensee, if feasible, that there is no Licensee IT representative present. If Licensee's IT representative does not arrive within a reasonable time, no work will be performed and Licensee will be charged for all expenses incurred and relating to the visit.
- C. All communications between Licensee and ICS must be in the English language.
- D. Licensee is responsible for providing one or more qualified Agency Application Managers as described in Section 5. At least one Agency Application Manager must be available at all times (however, after-hours availability is required only when and if Licensee is requesting After-hours Support from ICS).
- E. Licensee is responsible for providing all network and server security.
- F. Licensee must provide ICS with information sufficient for ICS to duplicate the circumstances under which an Error in the Licensed Software became apparent.

5. Agency Application Manager Requirements

- A. ICS recommends that the Licensee designate multiple Agency Application Managers - one for each ICS License Software module, i.e., computer aided dispatch, law records, fire records, mobile patrol, investigations, jail, GIS, etc.). This assignment should align with the individual's area of expertise, knowledge and/or management responsibilities.



An Agency Application Manager must be available to provide after-hours assistance. This is due to the high percentage of support requests that are Licensee procedure related and not related to the Licensed Software.

- B. The designated Agency Application Manager(s) must be certified by ICS within sixty days of the Licensee's go-live date of the Licensed Software. The designated manager(s) must attend, participate in, and successfully pass the final written and practical examinations relating to the assigned ICS training courses in order to meet the minimum certification level.
- C. Licensee will be responsible for the costs of such training, including any course fees, travel and lodging expenses, subject to the limits on reimbursement in compliance with the State of Texas Travel Regulations.
- D. Contact information for the Agency Application Manager(s) must be made available to ICS upon acceptance of this Addendum.
- E. Requests for support services received by anyone other than an Agency Application Manager, will be Billable time at ICS current rates.
- F. Each designated Agency Application Manager must be qualified to address, or have other support resources to address, without the aid of ICS, all problems relating to hardware, software or operating system not directly associated with the Licensed Software.

6. Software Covered

This Addendum shall apply to all ICS Licensed Software. If Licensee acquires additional Licensed Software, such software shall upon its Software Installation Date become subject to this Addendum. The annual fees for such additional Licensed Software shall be added, as relevant, to the annual fees already charged to Licensee.

7. Fees and Payment

For the services provided herein, Licensee agrees to pay the annual software support fee as specified in this Addendum.

Upon the effective date of this Addendum, Licensee agrees to pay ICS all of the one-time charges and the annual fee. Thereafter, the annual SAP support fee is due on or before the first month of every year this Addendum is in effect.

8. Term

This Addendum shall become effective on the date executed by an officer of ICS and shall have an initial term commencing upon the effective date and ending upon the last day of the first year this Addendum is in effect. This Addendum shall automatically renew for subsequent one-year terms, unless either party gives the other party at least thirty days' notice of its intent not to renew.

9. Installation

If Licensee provides ICS Cisco VPN connectivity, then ICS shall install the enhancements, updates, and error corrections upon the Licensee's server at no charge. If Licensee does not provide Cisco VPN connectivity then ICS shall install such Enhancements in accordance with the section entitled 'Time and Materials Services'.

10. Updates

From time to time, ICS, in its sole discretion, may choose to make Updates to the ICS Software. If ICS does make such Updates, ICS shall provide them to Licensee in accordance with the section entitled 'Installation'.

- A. These Updates may contain error corrections, enhancements and mandated legislative changes. It is the responsibility of the Licensee to promptly notify ICS of such mandated legislative changes. It is ICS's sole discretion as to which specific changes are to be implemented and when they will be provided to Licensee.
- B. Licensee acknowledges that Updates may not function with certain configurations of hardware and software and that in order to function, the Updates may require replacements or additional hardware and software at an additional cost to Licensee.
- C. Licensee also acknowledges that the Updates, when in use, may utilize more system resources



than the Licensed Software currently installed. Such additional system resources include, but are not limited to, additional auxiliary storage, additional memory, and additional use of the CPU.

- D. Licensee also acknowledges that ICS does not provide software updates to third party software unless specifically stated.

11. Time and Materials Services

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

- A. Support for any third party products including hardware, or support for hardware failure due to the use of any third party vendor products.
- B. Any network failures or problems including, but not limited to, cabling, communication lines, routers, connectors, and network software.
- C. Restoration and/or recovery of data files and/or the operating system.
- D. Any breach of warranty, damages to the Licensed Software or its database, data corruption, or support issues, security issues, or performance issues arising out of Licensee's or a third party's use of any software not specifically licensed by ICS to Licensee for use in connection with the Licensed Software. Any assistance provided by ICS in resolving such problems shall be charged to Licensee on a time and materials basis. Additionally, any unauthorized use of the software in connection with the Licensed Software by Licensee (or by a third party with Licensee's knowledge) may result, at ICS's sole option, in voidance of warranties, an increase in the annual maintenance and support fees under this Addendum, and/or loss of rights to upgrades under this Addendum.
- E. Support for Licensed Software problems caused by Licensee misuse, alteration or damage to the Licensed Software or Licensee combining or merging the Licensed Software with any hardware or software not supplied by or identified as compatible by ICS, customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturers specifications (for electric power, air quality, humidity or temperature), or third party software or hardware malfunction.
- F. Supporting, configuring, maintaining, or upgrading the operating system, including, but not limited to, backups, restores, fixes, and patches.
- G. Assistance with problems caused by operating system installation, configuration, errors, maintenance or repair, or using incorrect versions of the operating system.
- H. On-site service visits to Licensee's facility.
- I. Printers are not supported by ICS.
- J. Support provided to Licensee's personnel other than the Agency Application Manager.
- K. Performing user training, system management, or implementation services.
- L. Any other services performed by ICS and not otherwise provided for in this Addendum.

12. Signatures

Accepted and Approved:

Licensee: _____ Integrated Computer Systems, Inc.

By (signature): _____ By (signature): _____

Printed name: _____ Printed name: _____

Title: _____ Title: _____

Date: _____ Date: _____

