



**APPENDIX D
TO DIR CONTRACT NO. DIR-TSO-3370**

Texas DIR



Purchase and License Agreement

Pflugerville Police Department, TX

Spillman®

Purchase and License Agreement

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Purchase and License Agreement

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

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

and

The City of Pflugerville, Texas, for the sole benefit of the
Pflugerville Police Department ("Customer")
1611 East Pfennig Lane
Pflugerville, TX 78660

Customer desires to purchase from Spillman licenses for certain Spillman software, technical services, maintenance services, and third party hardware, software and services, as set forth in Exhibit B (Purchased Products and Services), and Spillman desires to sell such licenses, services and products to Customer, pursuant to the terms and conditions of DIR Contract No. DIR-TSO-3370 and this Agreement.

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

Section 1: Definitions

- 1.1 **"Confidential Information"** means any non-public information provided by either party to the other in connection with this Agreement, including the Software, future product plans, trade secrets; know-how; a party's non-public business and financial information; Customer lists; and any written materials marked as confidential and any other information, including visual or oral information, which reasonably should be understood to be confidential. Confidential Information does not include information that a party can prove: (a) is now or later becomes generally available to the public without fault of the party who received such information; (b) was rightfully in the receiving party's possession prior to its disclosure by the disclosing party; (c) is independently developed by the receiving party without the use of any Confidential Information of the disclosing party; or (d) is obtained by the receiving party without obligation of confidentiality from a third party who has the right to disclose it. Additionally, the receiving party may disclose Confidential Information to the extent required by a judicial or legislative order or proceeding, or by any applicable federal or state open records act or freedom of information act requirements provided that it gives the disclosing party prompt prior notice of the intended disclosure and an opportunity to respond or object to the disclosure, if permissible.
- 1.2 **"Documentation"** means all written or electronic user documentation for the Software provided by Spillman to Customer.
- 1.3 **"Software"** means the package of Spillman computer program(s), interfaces and/or data, in machine-readable form only, as well as related materials, including Documentation, identified in Exhibit B (Purchased Products and Services) and Exhibit C (Existing Interfaces – Technical Product Documents) or subsequently licensed by Customer pursuant to the terms of DIR Contract No. DIR-TSO-3370 and this Agreement. Software also includes all Utilities, modifications, new Releases and Enhancements (as defined in Exhibit A (Maintenance and Support Agreement)). Software specifically

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

- 1.4 **"Spillman Application Administrator"** means an agent of Customer appointed by Customer, who has been certified on the Software by Spillman, pursuant to the procedures set forth in Section 6 of Exhibit A (Maintenance and Support Agreement), and is able to communicate effectively with Spillman support personnel in the description and resolution of problems associated with the Software.
- 1.5 **"Utilities"** means the software utilities and tools provided by Spillman as part of the Software, including Spillman's XML Query, ODBC interface and implementation code, ctpertl, dbdump, and dbload, as well as any other software utilities provided by Spillman in connection with the Software.

Section 2: Purchases of Technical Services and Third Party Products

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

Section 3: License

- 3.1 **Grant of License.** In consideration of the payment of the license fees set forth in Appendix C of DIR Contract No. DIR-TSO-3370 and Exhibit B (Purchased Products and Services), Spillman grants Customer a nonexclusive, non-transferable license to use the Software, subject to the terms of DIR Contract No. DIR-TSO-3370 and this Agreement (including the restrictions with respect to Utilities set forth in Section 10).
- 3.2 **Ownership.** Spillman's Software and all related documentation and materials provided by Spillman are licensed (not sold) to Customer. Spillman retains sole and exclusive ownership of all rights, title, and interest in and to the Software, all related materials, and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights and other intellectual property rights pertaining thereto), subject only to the licenses expressly granted to Customer herein by Spillman, regardless of whether Customer, its employees, or contractors may have contributed to the conception or development of any part of the Software, including enhancements. The Software may also include third party software separately licensed to Spillman from third party licensors. Such third party software is sublicensed to Customer and protected pursuant to the terms of DIR Contract No. DIR-TSO-3370 and this Agreement, and may be used only in conjunction with Spillman's Software. This Agreement does not provide Customer with title or ownership of the Software or any component thereof, but only a limited license. Spillman and its licensors specifically reserve all rights not expressly granted to Customer in this Agreement. Customer must keep the Software free and clear of all claims, liens, and encumbrances.

Section 4: Scope of Rights

- 4.1 **Location of Software.** Customer may install and use the Software only in Customer's own facilities, including any authorized mobile sites. Customer shall give Spillman two (2) weeks prior written notice of any change in the location of Customer's primary facility where the server-based Software is installed; provided that if an immediate change in location is required due to an emergency or disaster recovery, Customer will notify.
- 4.2 **Customer Use Only.** Customer may use and execute the Software only for purposes of serving the internal needs of Customer's business, except as specifically set forth in this Agreement.
- 4.3 **Copies.** Customer may make one copy of the Software in machine-readable, object code form, for backup and archival purposes only, provided that Spillman's copyright notice is included. Such backup copies shall not be used for productive use, except to the extent required if the primary Software installation is not functioning. Customer may reproduce (photocopy or electronic copy) Software Documentation according to Customer's needs for the authorized use of the Software. Customer may not distribute any of the Documentation for use outside of Customer's primary place of business.
- 4.4 **Shared Agency Arrangements.** Customer and the Pflugerville Independent School District (the "Shared Agency") desire to enter into an arrangement whereby Customer will act as a "Host Agency" and permit the Shared Agency to access the Software through Customer. The Shared Agency and Spillman will execute a Shared Agency Agreement for such arrangement and attach it to this Agreement as Exhibit H. Customer shall require the Shared Agency to comply with the terms of DIR Contract No. DIR-TSO-3370 and this Agreement and shall notify Spillman and cooperate as reasonably requested by Spillman in the event of any non-compliance by the Shared Agency.

Section 5: Fees and Payments

- 5.1 **Fees.** The license fee for the Software and the price for all services and third party products purchased by Customer from Spillman are specified in Appendix C of DIR Contract No. DIR-TSO-3370 and Exhibit B (Purchased Products and Services). All invoices will be handled in accordance to Appendix A, Section 8I of DIR Contract No. DIR-TSO-3370 and payment will be handled in accordance to Appendix A, Section 8J of DIR Contract No. DIR-TSO-3370.
- 5.2 **Taxes.** Taxes will be handled in accordance to Appendix A, Section 8I of DIR Contract No. DIR-TSO-3370.

Section 6: Support

- 6.1 Spillman will provide maintenance and support services to Customer with respect to the Software, pursuant to the terms of DIR Contract No. DIR-TSO-3370 and the Support Agreement attached as Exhibit A (Maintenance and Support Agreement) hereto.

Section 7: Customer Responsibilities

- 7.1 **Spillman Application Administrator.** Customer is responsible for designating a Spillman Application Administrator who is qualified to operate the Software on Customer's own equipment, has been certified as set forth in Exhibit A (Maintenance and Support Agreement), and is familiar with the information, calculations, and reports that serve as input and output of the Software.
- 7.2 **Spillman Support Contact.** Agency personnel who are authorized to contact Spillman support are listed in Appendix 1, as referenced in Section 6 of Exhibit A (Maintenance and Support Agreement). Spillman reserves the right to refuse assistance or to charge additional fees if the agency representative seeks assistance with respect to such basic background information or any other matters not directly relating to the operation of the Software.
- 7.3 **Additional Components.** Other components (hardware and/or software) may be required for the use of the Software. Spillman assumes no responsibility under this Agreement for obtaining and/or supporting such components except as expressly agreed in writing.
- 7.4 **Proper Environment.** Customer is responsible for ensuring a proper environment and proper utilities for the computer system on which the Software will operate, including housing and operating the server equipment in an environment and according to the specifications for the equipment as specified by its manufacturer.
- 7.5 **Data Conversion Services.** Spillman assumes no responsibility under this Agreement for converting Customer's data files for use with the Software, except as listed in Exhibit B (Purchased Products and Services) and detailed in a data conversion scope of work.
- 7.6 **Improper Use.** Customer shall use reasonable efforts to prevent its employees and independent contractors from making unauthorized copies of the Software or improperly using the Software. If Customer discovers any such problems, it will promptly notify Spillman and take commercially reasonable actions to resolve the problem as soon as reasonably possible.

Section 8: Proprietary Protection and Restrictions

- 8.1 **Third Party Access and Queries.** Customer may not allow any other agency, entity, or individual to use or have access to the Software in any manner other than inquire-only unless expressly authorized by Spillman. Except as specifically authorized by Spillman, queries may be conducted solely for Customer's internal business purposes, and Customer may not query the Software, or permit any third party to query the Software, for a third party's business purposes.
- 8.2 **Restrictions.** Customer may not use, copy, modify, rent, share, or distribute the Software (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized in writing by Spillman. Customer may not translate, modify, reverse assemble, reverse compile, or otherwise reverse engineer the Software.
- 8.3 **Competitive Use.** Customer may not utilize or permit a third party to access or utilize any part of the Software (including the Utilities) in any manner that competes, directly or indirectly, with any product or service provided by Spillman. This includes, without limitation, using the Software (or its Utilities) to develop any software, interfaces, or other products that compete with Spillman's

products or services, or using interfaces or other products connecting to the database of the Software in connection with a third party's competing product.

- 8.4 **No Service Bureau, Etc.** No service bureau work, multiple-user license, or time-sharing arrangement is permitted, except as expressly authorized in writing by Spillman. Customer may not install the Software in any other computer system or use it at any other location without Spillman's express authorization obtained in advance (which will not be unreasonably withheld).
- 8.5 **Inspection.** Customer hereby authorizes Spillman to enter Customer's premises in order to inspect the Software at a time and in a manner agreed to in writing in advance by Customer and Spillman, to verify Customer's compliance with the terms of this Agreement.

Section 9: Confidential Information

- 9.1 **Confidentiality Terms.** To the extent allowable under the Texas Public Information Act, each party shall keep confidential all Confidential Information provided to it by the other party, and shall not use such Confidential Information for any purpose other than the proper purposes of this Agreement. A party may disclose Confidential Information only to its employees and contractors who need to know such information, and who are bound to keep such information confidential. Each party shall give the other party's Confidential Information at least the same level of protection as it gives its own confidential information of similar nature, but not less than a reasonable level of protection.
- 9.2 **Restrictions on Disclosure.** To the extent allowable under the Texas Public Information Act, Customer must not disclose the Software, its Documentation, or any other Spillman documentation, (i) to any competitor of Spillman, or (ii) to any other third party unless it has a need to know such information for the proper purposes of this Agreement.

Section 10: Utilities; Restrictions on Usage

- 10.1 **Utilities.** Spillman provides certain software Utilities as part of the Software. Spillman may add, modify, or remove Utilities from the Software during the term of this Agreement. The Utilities contain material that is proprietary to Spillman and/or its licensors, and may be used only as permitted by this Agreement.
- 10.2 **Use of Utilities.** Customer is permitted to use the Utilities for read-only operations in connection with the authorized use of the Software, but may not allow third parties to use the Utilities unless an authorized official of Spillman consents in writing. With the exception of ODBC, customer is NOT permitted to utilize the Utilities or any other software tools to write to Spillman's database in any manner, due to the potential for data corruption and system slowdown or damage. Due to the potential for data corruption and system slowdown or damage, Customer agrees that it does so solely at its own risk.
- 10.3 **Disclaimer.** Spillman is NOT responsible for any breach of warranty, damages to the Software or its database, data corruption, support issues, security issues or performance issues arising out of Customer's or a third party's use of the Utilities (even if permitted by Spillman) or use of any other software not specifically licensed in this Agreement (including any third party querying or writing to the database).

Section 11: Limited Warranty and Limitation of Liability; Indemnification

- 11.1 Functionality.** Spillman warrants for a period of 12 months (the “Warranty Period”), and for Customer’s benefit alone, that the Software conforms in all material respects to the specifications for the current version of the Software provided by Spillman. The Warranty Period will begin upon the earlier of (i) the date of Customer’s cutover to live operation of the Software (Go-live); or (ii) twelve (12) months after the Effective Date. This warranty is expressly conditioned on Customer’s observance of the operation, security, and data-control procedures set forth in the Documentation included with the Software.
- 11.2 Limitations.** Spillman is not responsible for obsolescence of the Software that may result from changes in Customer’s requirements. The warranty in Section 11.1 shall apply only to the most current version of the Software issued by Spillman from time to time. Customer must notify Spillman of any warranty issues or breaches within the Warranty Period; after the end of the Warranty Period, Software errors and defects will be handled under Exhibit A (Maintenance and Support Agreement). Issuance of updates does not result in a renewal or extension of the Warranty Period. Spillman assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Software. Such warranty also excludes non-performance issues that result from third party hardware or software malfunction or defect; modification of the Software by any person other than Spillman, or defects or problems that are outside the reasonable control of Spillman. Customer will reimburse Spillman for its reasonable time and expenses for any services provided at Customer’s request to remedy excluded non-performance issues. Additionally, Spillman is not responsible for any problems or errors with the Software or Customer’s system resulting from use of the ctpertl or dbload Utilities in any manner other than read-only. Customer expressly acknowledges that any use of the “write” or “update” features of these Utilities may damage Customer’s database or cause other problems with its system.
- 11.3 Remedies.** As Customer’s exclusive remedy for any material defect in the Software for which Spillman is responsible, Spillman shall use reasonable efforts to correct or cure any reproducible defect by issuing corrected instructions, a fix or a workaround. In the event Spillman does not correct or cure such nonconformity or defect after Spillman has had a reasonable opportunity to do so, Spillman’s liability shall be limited to the amount paid as the license fee for the defective or non-conforming module of the Software. Spillman shall not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the Software if Customer has made any changes whatsoever to the Software, if the Software has been misused or damaged in any respect, or if Customer has not reported to Spillman the existence and nature of such nonconformity or defect promptly upon discovery thereof.
- 11.4 Limitation of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SPILLMAN AND ITS LICENSORS DISCLAIM ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE SOFTWARE, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, TITLE, NON-INFRINGEMENT, AND ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

11.5 **Limitation of Liability.** Limitation of liability will be handled in accordance to Appendix A, Section 10K of DIR Contract No. DIR-TSO-3370.

11.6 **Indemnification.** Indemnification will be handled in accordance to Appendix A, Section 8I of DIR Contract No. DIR-TSO-3370.

Section 12: Term of Agreement; Termination

12.1 **Term of Agreement.** Customer's license of the Software shall become effective upon the execution of this Agreement for a twelve (12) month term and shall have three (3) one (1) year renewal options to be exercised by Customer providing thirty day written notice to Vendor prior to the then-expiration.

12.2 **Support Required.** Customer is required to continue purchasing support and maintenance services from Spillman throughout the term of this Agreement, as a condition to the license of the Software under this Agreement. Termination will be handled in accordance to Appendix A, Section 11B of DIR Contract No. DIR-TSO-3370.

12.3 **Effect of Termination.** Upon termination of this Agreement, all rights granted to Customer will terminate and revert to Spillman and/or its licensors. Subject to record retention laws and policies, promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of Customer's possession or use of the Software, Customer must return or destroy, as requested by Spillman, all copies of the Software in Customer's possession (whether modified or unmodified), and all related Documentation, Confidential Information and other materials pertaining to the Software (including all copies thereof). Customer agrees to certify Customer's compliance with such obligation upon Spillman's request. Subject to record retention laws and policies, Customer will permit Spillman to repossess the Software and any products sold hereunder for which Customer has not fully paid the purchase price. If Customer has any outstanding undisputed payment obligations under this Agreement up to termination will be due. The terms of Sections 2.2, 3.2, 5.2, 9, 10.3, 11.4, 11.5, 11.6, 12.3 and 13 shall survive termination or expiration of this Agreement.

Section 13: Miscellaneous

13.1 **Entire Agreement – Amendment.** DIR Contract No. DIR-TSO-3370 and this Agreement, together with its exhibits, which are attached hereto and incorporated herein by reference, constitutes the complete agreement between the parties with respect to the Software and other subject matter hereof. No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of each party.

13.2 **Assignment.** Assignments will be handled in accordance to Appendix A, Section 4D of DIR Contract No. DIR-TSO-3370.

13.3 **Governing Law.** This Agreement will be governed by the laws of the state of Texas, not including conflicts of laws provisions. The parties hereby submit to the exclusive jurisdiction and venue of state courts located in Travis County, Texas with respect to any action between the parties relating to this Agreement. Nothing herein shall be construed to waive the sovereign immunity of the state of Texas.

- 13.4 **No Waiver.** Any waiver by either party of a default or obligation under this Agreement will be effective only if in writing. Such a waiver does not constitute a waiver of any subsequent breach or default. No failure to exercise any right or power under this Agreement or to insist on strict compliance by the other party will constitute a waiver of the right in the future to exercise such right or power or to insist on strict compliance.
- 13.5 **Limitation of Actions.** No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by either party more than four (4) years after such cause of action occurred.
- 13.6 **Notices.** Notices will be handled in accordance to Appendix A, Section 12 of DIR Contract No. DIR-TSO-3370.
- 13.7 **Severability.** If any term of DIR Contract No. DIR-TSO-3370 or this Agreement is held to be invalid or void by any court or tribunal of competent jurisdiction, it shall be modified by such court or tribunal to the minimum extent necessary to make it valid and enforceable. If it cannot be so modified, it shall be severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.
- 13.9 **Force Majeure.** Force Majeure will be handled in accordance to Appendix A, Section 11C of DIR Contract No. DIR-TSO-3370.
- 13.10 **Export.** In the event export of the Software is expressly permitted in writing by Spillman, Customer may only export the Software (including any related materials) as authorized by U.S. law and any other applicable jurisdiction. In particular, the Software may not be exported into any country where such export is prohibited by law, regulation, or governmental order.

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

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

Accepted and Approved by:

Customer: The City of Pflugerville, Texas

Signature: _____

Print Name: _____

Title: _____

Date: _____

Spillman Technologies, Inc.

Signature: _____

Print Name: _____

Title: **Vice President**

Date: _____

Exhibit A

Maintenance and Support Agreement

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

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

Section 1: Definitions

- 1.1 **Coverage Hours.** The hours between 8:00 a.m. and 5:00 p.m., Central Time, Monday through Friday, excluding regularly scheduled holidays of Spillman.
- 1.2 **Enhancement.** Any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Spillman may designate Enhancements as minor or major, depending on Spillman's assessment of their value and of the function added to the preexisting Software.
- 1.3 **Error.** Any failure of the Software to conform in all material respects to its functional specifications as published from time to time by Spillman, subject to the exceptions set forth in Section 4.
- 1.4 **Error Correction.** Either a software modification or addition that, when made or added to the Software, establishes material conformity of the Software to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect on Customer of such nonconformity. Error Correction services are subject to the exceptions set forth in Section 4.
- 1.5 **Releases.** New versions of the Software, including all Error Corrections and Enhancements.
- 1.6 **Response Time.** Six (6) or less Coverage Hours, from the time Customer first notifies Spillman of an Error until Spillman initiates work toward development of an Error Correction.
- 1.7 **Support Term.** The Initial Support Term together with all renewal terms of this Agreement. The Initial Support Term will be for the twelve (12) month period of the Warranty Period, as defined in Section 11.1 of the License Agreement. Thereafter, the Support Term shall have three (3) one (1) year renewal option unless terminated pursuant to Appendix A, Section 11B of DIR Contract No. DIR-TSO-3370.

Section 2: Eligibility For Support

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

- 2.1.1 The License Agreement must remain valid and in effect at all times;
 - 2.1.2 The Software must be operated on a hardware platform approved by Spillman; and
 - 2.1.3 Customer must be current on payment of maintenance and support fees.
- 2.2 Spillman may require Customer to appoint a new Spillman Application Administrator in order to continue receiving support services or increase Customer's support fees, if Spillman reasonably determines that the acting Spillman Application Administrator does not have the training or experience necessary to communicate effectively with Spillman support personnel.

Section 3: Scope of Services

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

- 3.1 Spillman shall maintain a Support Services Control Center capable of receiving from the Spillman Application Administer, by telephone, reports of any software irregularities, and requests for assistance in use of the Software.
- 3.2 Spillman shall maintain a trained staff capable of rendering support services set forth in this Support Agreement.
- 3.3 Spillman shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Spillman in accordance with Spillman's standard reporting procedures. Spillman shall, after verifying that such an Error is present, initiate work within the Response Time in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Spillman shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and Spillman shall include the Error Correction in all subsequent Releases of the Software. Spillman supports two (2) versions back from the most recent release version. However, Spillman shall not be responsible for correcting Errors in any version of the Software other than the most recent release.
- 3.4 Spillman may, from time to time, issue new Releases of the Software to its Customers generally, containing Error Corrections, minor Enhancements, and, in certain instances, if Spillman so elects, major Enhancements. Spillman reserves the right to require additional license fees for major Enhancements upon DIR approval. Spillman shall provide Customer with one copy of each new Release, without additional charge. Spillman shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in Appendix C of DIR Contract No. DIR-TSO-3370 and Spillman's current Fee Schedule.
- 3.5 Spillman shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Software (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to in writing by Spillman and Customer.

Section 4: Services Not Covered by this Support Agreement

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

- 4.1 Support for any third party products including hardware, or support for hardware failure due to the use of any third party vendor products. Spillman may in its discretion provide first-line support for third party software; if not, Spillman will refer Customer to the vendor of such software for resolution of support issues.
- 4.2 Any network failures or problems including, but not limited to, cabling, communication lines, routers, connectors, and network software.
- 4.3 Restoration and/or recovery of data files and/or the operating system. Spillman will, upon request of Customer and subject to its then-current fees for such services, use reasonable efforts to assist Customer in recovering lost data.
- 4.4 Any breach of warranty, damages to the Software or its database, data corruption, or support issues, security issues, or performance issues arising out of Customer's or a third party's use of the Utilities or any software not specifically licensed by Spillman to Customer for use in connection with the Software. Any assistance provided by Spillman in resolving such problems shall be charged to Customer on a time and materials basis. Additionally, any unauthorized use of the Utilities or other software in connection with the Software by Customer (or by a third party with Customer's knowledge) may result, at Spillman's sole option, in voidance of warranties, an increase in the annual maintenance and support fees under this Support Agreement, and/or loss of rights to upgrades under this Support Agreement.
- 4.5 Any damages to or problems with the Software or its database, data corruption, support issues, security issues, or performance issues arising from Customer's utilization of the "write" feature of the ODBC interface to write to or modify the database in any way.
- 4.6 Support for Software problems caused by Customer misuse, alteration or damage to the Software or Customer's combining or merging the Software with any hardware or software not supplied by or identified as compatible by Spillman, customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), or third party software or hardware malfunction.
- 4.7 Supporting, configuring, maintaining, or upgrading the operating system, including, but not limited to, backups, restores, fixes, and patches.
- 4.8 Assistance with problems caused by operating system installation, configuration, errors, maintenance or repair, or using incorrect versions of the operating system.
- 4.9 Onsite service visits to Customer's facility.

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

Section 5: Obligations of Customer

- 5.1 Customer must maintain and provide, at no cost to Spillman, access to broadband internet connectivity for VPN connection purposes and a Cisco 1811 integrated services router and data set, or equivalent, connected directly to customer's network, with full access to the server (24 hours per day, 7 days per week) that is used with the Licensed Program.
- 5.2 A representative of Customer's IT department must be present when any onsite support is provided. Customer agrees that if such representative is not present when the Spillman representative arrives on site, the Spillman representative shall notify an appropriate representative of Customer, if feasible, that there is no Customer IT representative present. If Customer's IT representative does not arrive within a reasonable time, no work will be performed and Customer will be charged for all expenses incurred and relating to the visit.
- 5.3 All communications between Customer and Spillman must be in the English language.
- 5.4 Customer is responsible for providing one or more qualified Spillman Application Administrators as described in Section 6. At least one authorized representative, as specified in Appendix 1, must be available at all times; however, after-hours availability is required only when and if Customer is requesting after-hours support from Spillman.
- 5.5 Customer is responsible for providing all network and server security.
- 5.6 Customer must provide Spillman with information sufficient for Spillman to duplicate the circumstances under which an Error in the Software became apparent.

Section 6: Spillman Application Administrator Requirements

- 6.1 The designated Spillman Application Administrator must be certified by Spillman within one year of the date of Customer's cutover to live operation of the Software ("Go-live"). The designated administrator must meet the following requirements in order to certify at the basic level:
- 6.1.1 Attend and participate in, and successfully pass the final written and practical examinations from the following courses within one hundred twenty (120) days of installation of the Software:
 - i. System Introduction – Inquiry,
 - ii. System Introduction – Data Entry & Modification,
 - iii. If applicable, UNIX Fundamentals Training (AIX),
 - iv. Basic System Administration, and
 - v. Spillman training applicable for the Spillman applications used by Customer.
 - 6.1.2 Pass the Basic SAA exam within one year after the agency's Go-live date.

- 6.2 Customer will be responsible for the costs of such training, including any course fees, travel, and lodging expenses.
- 6.3 Contact information for the Spillman Application Administrator(s) must be recorded in Appendix 1 of this Support Agreement. Appendix 1 must be signed by an authorized representative of Customer. Changes to the information recorded in Appendix 1 will require that a new Appendix 1 be completed, signed and filed with Spillman.
- 6.4 Requests for support services received by anyone other than an authorized agency representative as identified in the current Appendix 1 on file with Spillman, will be refused.
- 6.5 Each designated agency representative must be qualified to address, or have other support resources to address, without the aid of Spillman, all problems relating to hardware, software, or operating system not directly associated with the Software.

Section 7: Fees and Charges

- 7.1 Customer shall pay Spillman the Support Fee, as set forth in Appendix C of DIR Contract No. DIR-TSO-3370 and Exhibit B: Purchased Products and Services, and any other charges or fees described herein. Spillman reserves the right to change its Support Fee, upon DIR approval, effective upon no less than 90 days prior written notice to Customer. Second-year level support fees, as referenced in Appendix C of DIR Contract No. DIR-TSO-3370 and Exhibit B: Purchased Products and Services, are charged beginning the day after the end of the Initial Support Term, as defined in Section 1.7. Additionally, DIR-approved adjustments to Support Fees may result from changes in (1) software prices, (2) number of software modules used, (3) an increase in Customer's size (as further described in Section 7.6) , (4) computer hardware, (5) Coverage Hours selected by Customer, or (6) violation of the restrictions set forth in Section 4.4 of this Support Agreement.
- 7.2 Spillman shall invoice Customer for annual Support Fees at the beginning of each contract year. In the event that additional billable work is performed, all billable charges and expenses will be invoiced to Customer at the beginning of the month following the month in which they accrued or were incurred. Customer shall pay the undisputed invoiced amounts in accordance to Appendix A, Section 8J of DIR Contract No. DIR-TSO-3370.
- 7.3 Customer shall be responsible for and agrees to pay the fees and charges incurred for procuring, installing, and maintaining all equipment, telephone lines, modems, communications interfaces, networks, and other products necessary to operate the Licensed Software.
- 7.4 Customer agrees to pay additional charges according to Appendix C of DIR Contract No. DIR-TSO-3370 and the Spillman Fee Schedule for all work required by Customer and performed outside of Coverage Hours. These charges are applicable for any work performed outside of the Coverage Hours, REGARDLESS OF THE CAUSE, even if the requested work was reported and/or initiated during normal Coverage Hours.
- 7.5 Should Customer request onsite support services, Customer shall reimburse Spillman for all pre-approved labor, travel, and related expenses incurred by Spillman in providing such support services. Travel reimbursements will be in accordance to the Texas Travel Management Guide as provided by the Texas Comptroller of Public Accounts.

- 7.6 Additional Support Fees may be required by Spillman if there is a significant increase in Customer's size with respect to use of the Software. An increase in size may arise either out of Customer's internal growth or out of a Host Agency/Shared Agency arrangement as described in Section 4.4 of the License Agreement, if applicable. Relevant factors include number of employees, number of dispatchers and/or number of jail beds. Payment of such additional Support Fees will be handled in accordance to Appendix A, Section 8J of DIR Contract No. DIR-TSO-3370. Such fees will be prorated, based upon the date during the contract year the increase in Customer's size occurred.

Section 8: Termination

- 8.1 This Support Agreement shall automatically terminate immediately upon termination of the License Agreement for any reason.
- 8.2 Termination will be handled in accordance to Appendix A, Section 11B of DIR Contract No. DIR-TSO-3370.

Section 9: General

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

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

Customer: The City of Pflugerville, Texas

Signature: _____

Print Name: _____

Title: _____

Date: _____

Spillman Technologies, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Exhibit B
Purchased Products and Services

Exhibit B - Purchased Products and Services

City of Pflugerville, TX

Price Estimate Date: April 28, 2016

Estimate Number: QUO-06411-N1L5H5

Expiration Date: June 21, 2016

Prepared By: Todd Jorgensen

Spillman Advantages and Long-Term Return on Investment

- Spillman's site license eliminates the frustrations of limited licensing and allows for agency growth by providing access to all desktop modules without individual license fees
- Each Spillman system includes first-year maintenance, a comprehensive warranty, unlimited standard business hour support, and enhancements
- Professional services include onsite administration training and setup assistance as well as thorough end user training (all onsite services include travel and per diem)

Software, Services, and Hardware	
Inclusions	Price
Total Software	826,157
Total Professional Services	157,680
Hardware	143,789
Data Conversion	70,000
Included Taxes	Exempt
Grand Total	\$1,197,626

Purchased Products and Services

City of Pflugerville, TX

Price Estimate Date: April 06, 2016

Estimate Number: QUO-09187-Q5B2

Expiration Date: June 21, 2016

Prepared By: Todd Jorgensen

Software & DIR Modules

DIR Modules

- Spillman Integrated HUB
- Sentryx GIS Geobase
- Evidence Barcode
- Evidence Management
- Law Records
- Personnel
- Premise & Hazmat
- Sex Offender Tracking
- Computer-Aided Dispatch (CAD)
- CAD Mapping
- E9-1-1 Interface
- Mobile Law Form
- Mobile AVL/Mapping
- Mobile State & National Queries
- Police Jail
- Texas Statelink

Other Modules

- Alarm Tracking & Billing
- Traffic
- HipLink Paging Interface - 125 Connections
- Inventory Management
- License & Permits
- Pin Mapping
- Spillman Touch
- Imaging
- Insight
- Texas IBR
- DL Scanning
- Quickest Route
- Mobile Records
- Integrated Texas CRASH Form
- CopLogic Interface
- Spillman Analytics
- Crime Monitor
- CompStat
- Officer Productivity
- Incode Courts Interface (TPD attached)
- APS Mobile Citation Interface (TPD attached)

Professional Services	Price
<ul style="list-style-type: none"> Includes project manager, installation and onsite end user training. To also include all travel and per diem. 	
Professional Services Total:	\$157,680

Hardware Inclusions	Price
<ul style="list-style-type: none"> Servers – (see attached quote and details from Solutions II), Etherlite, (2) Barcode Equipment Bundles, (43) M250 DL Scanners, Cisco 891 Router, and GIS Server. 	
Hardware Total:	\$143,789

Data Conversion	Price
<ul style="list-style-type: none"> Conversion of legacy Tyler Data into Spillman – (Scope of Work Attached) 	
Data Conversion Total:	\$70,000

2 nd Year Maintenance	Price
<ul style="list-style-type: none"> The following price is for budgetary purposes only and is not included in this quote Maintenance starts 12 months after go-live 	
2nd-year Maintenance Total:	\$122,816

This Purchase Agreement ("Agreement") is made and entered into by and between the Customer and Spillman Technologies, Inc. ("Spillman"), 4625 Lake Park Blvd, Salt Lake City, UT 84120.

I have read this agreement in its entirety and hereby approve and accept the terms and conditions of this Agreement as contained herein.

City of Pflugerville, TX

Customer Name

Authorized Signature

Date

Print Name and Title

Exhibit C

Existing Interfaces – Technical Product Documents

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

- E9-1-1 Interface
- CopLogic Interface
- Texas StateLink Interface
- APS Citations Interface
- Incode Version 2 Interface

E9-1-1 Interface

Summary

Receive automatic number and location information (ANI/ALI) from a standard E911 system and transmit the information to your Spillman CAD system. Used in conjunction with the CAD and CAD Mapping modules, the interface enables you to view real-time locations of both wireless and landline calls on a digital map. Automatic field entry inserts agency-specified information from incoming calls to minimize manual data entry. The E911 Interface ensures your agency meets federal Phase I and Phase II compliance standards.

Feature List

- Automatic Field Entry
- Visual Call Locations
- Mapping ALI Data
- Cellular Location Data

Requirements

General

- The Spillman software must be loaded on a Spillman-approved hardware platform as outlined in current Spillman policies.
- Spillman technicians must have access to the server where the Spillman software is loaded.
- Installation is completed partially on site and partially over remote connection.
- The agency must provide E9-1-1 protocol documentation and ALI text format information.
- The agency must provide a static IP address and computer name for each Spillman 9-1-1 dispatch station.
- The agency must provide the ANI/ALI station number for each Spillman 9-1-1 dispatch station.

Hardware

Hardware	Model	Vendor / Company	Support	Notes
ANI/ALI				<ul style="list-style-type: none">• ANI/ALI equipment that is installed and functional• A Digi serial port server (Spillman Technologies will purchase the initial serial port server)

Hardware	Model	Vendor / Company	Support	Notes
				<ul style="list-style-type: none"> A power source for the serial port server that is within 15 feet of the ANI/ALI CAD port The agency must provide a static IP address for the serial port server
TCP/IP				A TCP/IP network connection to the Spillman server that is within 15 feet of the ANI/ALI CAD port.

Software

Software	Version	Vendor/Company	Notes
Spillman	Version 4.6 or higher	Spillman	User documentation is included in the Spillman CAD User's Guide. Administrator documentation is located in the Spillman SAA Application Setup and Maintenance Manual.
CAD module		Spillman	User documentation is included in the Spillman CAD User's Guide. Administrator documentation is located in the Spillman SAA Application Setup and Maintenance Manual.

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CopLogic Interface

Summary

Transfer your agency's Spillman records to CopLogic's DeskOfficer Online Reporting System (DORS). The DORS is designed to interface directly with records management systems and print formatted reports that are suitable for filing alongside police officer written reports.

Feature List

- Online Report Filing
- Automatic Data Export
- Easy Report Reviews
- Accountability for Online Reports

Requirements

General

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

Software

Software	Version	Vendor / Company	Notes
Spillman	Version 4.6 or higher	Spillman	To create Spillman records, the interface receives XML data from the third-party software and imports it to the designated Spillman data fields. If fields in the third-party software are not mapped to the Spillman software, then the information in the third-party fields can be included in the Comments field in the Spillman record. This is accomplished through the third-party software by including unmapped information in the comments XML tag of the XML file. The SAA will work with the Spillman Installation System Engineer to setup and configure this interface. Annual maintenance is required.
CopLogic			

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Texas StateLink Interface

Summary

StateLink for Texas. The Texas PI allows you to send transactions from the Spillman software and from Mobile.

Feature List

- State and National Database Queries
- Transaction Recall
- CAD Integration
- Multiple Response Destinations
- Mobile Integration

Texas transactions available from Mobile

State Queries Available from Mobile	
<ul style="list-style-type: none">• Boat Registration queries (not supported by the state)	<ul style="list-style-type: none">• Stolen Boat queries
<ul style="list-style-type: none">• Driver's License queries• Registration/Stolen/Driver/Wanted	<ul style="list-style-type: none">• Stolen Vehicle queries
<ul style="list-style-type: none">• Gun queries	<ul style="list-style-type: none">• Vehicle Registration queries
<ul style="list-style-type: none">• Stolen Article queries	<ul style="list-style-type: none">• Wanted Person queries

Local queries available from Mobile	
<ul style="list-style-type: none">• Boat queries	<ul style="list-style-type: none">• Property queries
<ul style="list-style-type: none">• Name queries	<ul style="list-style-type: none">• Vehicle queries

Texas transactions available from the Spillman software

Transaction type	Screen command line access	Screen name	Message key(s) sent
Administrative	AM	Administrative Message	AM
	FREE	Free Form	FREE
	YQ	Confirmation Hit Request	YQ

Transaction type	Screen command line access	Screen name	Message key(s) sent
		All agencies involved must determine to the fullest extent possible that the person/property inquired upon is identical to the person/property in the TCIC/NCIC record.	
	YR	Confirmation Hit Reply All agencies involved must determine to the fullest extent possible that the person/property inquired upon is identical to the person/property in the TCIC/NCIC record.	YR
	<p>The Administrative Message Form lets you send a free form point-to-point message that concerns law enforcement and criminal justice matters. Administrative messages may be directed to a single destination or to multiple destinations. Messages are divided into two categories, <i>FORMAL</i> and <i>INFORMAL</i>.</p> <p>The agency sending the message does not receive an indication that the message was delivered. Administrative messages can be sent to NLETS and TLETS.</p>		
Boats	CB	Clear Stolen Boat	CB
	EB	Enter Stolen Boat	EB
	LB	Locate Stolen Boat Provides up to 5 out-of-state boat registration inquiries via NLETS to a state POE.	LB
	MB	Modify Stolen Boat	MB
	QB	Query Stolen Boat	QB, QB-T, ZB, ZB-T
	XB	Cancel Stolen Boat	XB
Criminal History	QH	Criminal History/Identification Inquiry	QH
	QHC	Criminal History/Identification Inquiry	QH, QH-T

Transaction type	Screen command line access	Screen name	Message key(s) sent
	QR	NCIC Interstate Identification Index Record Request	QR
	RAP	TCIC RAP Sheet NCIC III	QR, QR=T
Driver's License	DL	Texas Driver License Inquiry Inquiry may be made by either DL number or Name and DOB, but not both.	DL
	DQ	Driver License Inquiry	DL
	DQCAD	NLETS/TEXAS Driver License Inquiry from CAD	DQCAD
	DQL	Driver License Inquiry	DL, DQ
	DWN	Driver License/Wanted Person Inquiry	CPL, QW
	KQ	Driver's History	KQ
	RSDW	Registration/Stolen/Driver/Wanted	RSDW
Gun	CG	Clear Stolen Gun	CG
	EG	Enter Stolen Gun	EG
	LG	Locate Stolen Gun	LG
	MG	Modify Stolen Gun	
	QG	Query Stolen Gun	QG
	XG	Cancel Stolen Gun	XG
Missing Persons	CM	Clear Missing Person	CM
	EM	Enter Missing Person	EM
	LM	Locate Missing Person	LM
	MM	Modify Missing Person	MM
	QM	Query Missing Person	QM
	XM	Cancel Missing Person	XM

Transaction type	Screen command line access	Screen name	Message key(s) sent
Securities	CS	Clear Stolen Security	CS
	ES	Enter Stolen Security	ES
	LS	Locate Stolen Security	LS
	MS	Modify Stolen Security	MS
	QS	Query Stolen Security	QS
	XS	Cancel Stolen Security	XS
Stolen Articles	CA	Clear Stolen Article	CA
	EA	Enter Stolen Article	EA
	LA	Locate Stolen Article	LA
	MA	Modify Stolen Article	MA
	QA	Query Stolen Article	QA
	XA	Cancel Stolen Article	XA
Stolen Vehicles	CV	Clear Stolen Vehicle	CV
	EV	Enter Stolen Vehicle	EV-A, EV-F, EV-P
	LV	Locate Stolen Vehicle	LV
	LQ	Stolen Vehicle Recovery Network Notification (custom)	LQ
	MV	Modify Stolen Vehicle	MV
	QV	Query Stolen Vehicle	QV
	XV	Cancel Stolen Vehicle	XV
Vehicle Registration	REG	MVD Registration Inquiry	REG
	RQCAD	CAD Vehicle Registration Inquiry	QV, REG, STK
	RQL	NLETS/TEXAS Vehicle Registration Inquiry	REG, RQ

Transaction type	Screen command line access	Screen name	Message key(s) sent
	RQSL	NLETS Vehicle Registration/Stolen Inquiry	RQSL
	RSL	Texas Registration/Stolen by License	QV, REG, STK
Warrants	CW	Clear Wanted Person	CW
	EW	Enter Wanted Person	EW
	LW	Locate Wanted Person	LW
	MW	Modify Wanted Person	MW
	QW	TCIC/NCIC Wanted Person Inquiry	QW
	XW	Cancel Wanted Person TCIC/NCIC	XW

Requirements

Software

Software	Version	Vendor / Company	Notes
Spillman	Version 4.5 or higher	Spillman	
O/S	Windows	Microsoft	<ul style="list-style-type: none"> AIX Linux
Other Requirements			<ul style="list-style-type: none"> StateLink Version: 1.0 Executable: texaspi.jar (Jar) Protocol: TCP/IP Delivery Package: No delivery package available at this time. Displays Images in Returns: Yes Voiced Responses: Yes Highlighting: Yes Import to Spillman: Yes Requesting Unit Auto Forward: No Hit Alerts: No

APS Citations Interface

Summary

The APS XML Interface transfers information from the APS Crash and Citation forms to the Spillman Accidents and Citations software.

Each time a user creates a Crash or a Citation record in the APS software, the interface creates the following in the Spillman software:

- A new Traffic Citation and/or an Accident record
- A new Name record if an existing Name record could not be matched. If a new Name record is created it will be linked to the Accident or Citation record. If an existing Name record is matched, a link will be created between the new Traffic Citation or Accident record and the existing Name record
- A new Vehicle record if an existing Vehicle record could not be matched. If a new Vehicle record is created it will be linked to the Accident or Citation record. If an existing Vehicle record is matched, a link will be created between the new Traffic Citation or Accident record and the existing Vehicle record

Requirements

General

- The agencies must be using APS software that has a Spillman XML Export File. Spillman cannot import a standard APS export file. Spillman has a partnership agreement with APS that has the basic following terms: 1) Allows Spillman to be a reseller of the APS Crash and Citation Forms. 2) Each APS sale has to be approved by APS and includes a custom Spillman Export. Therefore, the responsibility of putting the export file in the Spillman format is on APS.
- NOTE - APS uses their sister company, Report Beam, for some of their forms including Crash and Citations; however, this interface does not work directly with Report Beam. Spillman only has an agreement with APS for a Spillman XML formatted export file, not with Report Beam. Even though the actual export could be coming from a Report Beam product, it's APS whose developing the custom Spillman XML formatted export. Therefore, this interface will only function when a sales order from APS is involved.

Hardware

Hardware	Model	Vendor/Company	Support	Notes
Requirements				Hardware requirements for agencies using the APS interface are the same as the hardware requirements for agencies using the Spillman software.

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Incode Version 2 Interface

Summary

The Incode Interface takes citations, warnings, and warrants exported by Incode Court Case Management Software and imports the records into the Spillman Citation, Warning, and Wants tables. The interface reads and parses incoming files and creates the Citation, Warning, and Warrant data in the Spillman RMS system using Data Exchange (DEX) Web Services.

The warrant and citation export module is required on Incode side.

Requirements

General

- The Incode Interface will work with Windows, AIX, and Linux. Once set up and configured, it requires no special requirements.

Hardware

- No specialized hardware is needed aside from the server running the Spillman software.

Software

Software	Version	Vendor / Company	Notes
Spillman	Version 6.2 or later	Spillman	
Incode Court Case Management Software			<ul style="list-style-type: none">• Incode Warrant Export• Incode Citation Export

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Exhibit D

Custom Interfaces – Scope of Work

Spillman and Customer agree that Spillman will work to develop the following new or modified interfaces for use with the Software and Customer's system:

Not Applicable

Exhibit E

Data Conversion – Scope of Work

Project: Pflugerville PD Data Conversion
Customer: Spillman Technologies Inc. / Pflugerville, TX
Total Price: \$70,000

Description:

Data conversion services will be performed to extract and translate legacy Pflugerville PD records into the Spillman data model. Purpose built data translation and transformation programs will be created to handle the migration of data.

The legacy system uses a relational database to store and retrieve records. It is expected that the custom built data migration programs will be able to directly attach to the existing database server.

The target data entities to be transferred to the Spillman data model are as follows:

1. CAD Call Records
2. Person Information (including aliases)
3. Wanted Persons
4. Law Incidents
5. Law Incident Narratives
6. Law Incident Offenses
7. Vehicles
8. Citations
9. Property
10. Evidence
11. Person Images (Mug shots)

Conversion of Spillman data modules not listed above are not included in the scope of this project and are not reflected in the above quoted price.

Involvements will be created between related data entities based on a two-factor approach. The source database will first be analyzed to capture existing involvements, which will be added as data is converted. Additional involvements, which are typically present in the Spillman structure, will be added as a final step in conversion. All involvements will be bi-directional allowing for navigation between related items.

Code table translation will be added as needed through direct collaboration with the agency. For translations where only a few values need to be translated, an in-code lookup table will be constructed to perform the translation. Wherever many code values are to be translated, Accelerant Group will work with the agencies to create a procedure that will allow efficient communication of the translated values. This may include a web-based form that can be filled remotely.

Data conversion services will include population of all required fields of the target data entities. The required fields are documented in the Spillman syschema6.3.xls document, which has been provided to Accelerant Group.

Deliverables:

Three mock data conversions will be provided prior to live implementation. It is expected that the agency will provide feedback pertaining to critical changes on the mock conversion within a reasonable amount of time, generally 30 days. Accelerant Group will make adjustments according to the feedback provided. The delivery of the third conversion will be for live implementation. The agency will have 90 days from delivery date of the third conversion to provide feedback and to make Accelerant Group aware of final adjustments needed.

Timeline:

Accelerant Group will rely on Spillman to provide “go live” and other critical information pertaining to implementation time-lines.

Expectations:

The development team will rely on Spillman Project Managers to communicate critical agency “go live” dates and implementation dates. Spillman will notify Accelerant Group of agency IT personnel and other critical contacts that have access or understanding of the agency database structure. If the Accelerant Group team is unable to get access to the legacy agency data then Accelerant Group will not be obligated to meet the implementation dates that Spillman has set forth. Also, if feedback is not provided by the agency within 30 days of delivery of each mock conversion, then Accelerant Group will be at risk of meeting implementation dates.

Delivery Schedule:

Date	Description
To be determined	Delivery of first mock conversion
To be determined	Delivery of second mock conversion
90 days prior to go-live	Delivery of third mock conversion
14 days prior to go-live	Agency submit final adjustments

Exhibit F

Hardware Details from Solutions II

Qty	Part #	Description
Production Server		
1	[210-ACXU][591-BBCH]	PowerEdge R730 Server, No TPM
1	[350-BBEP]	Chassis with up to 16, 2.5" Hard Drives
1	[340-AKKB]	PowerEdge R730 Shipping
1	[338-BFFL]	Intel Xeon E5-2637 v3 3.5GHz,15M Cache,9.60GT/s QPI,Turbo,HT,4C/8T (135W) Max Mem 2133MHz
1	[374-BBGS]	Upgrade to Two Intel Xeon E5-2637 v3 3.5GHz,15M Cache,9.60GT/s QPI,Turbo,HT,4C/8T (135W)
1	[330-BBCO][330-BBCP]	Risers with up to 4, x8 PCIe Slots + 2, x16 PCIe Slots
1	[370-ABUF]	2133MT/s RDIMMs
1	[370-AAIP]	Performance Optimized
2	[370-ABUG]	16GB RDIMM, 2133MT/s, Dual Rank, x4 Data Width
6	[400-ACXV]	1TB 7.2K RPM Near-Line SAS 6Gbps 2.5in Hot-plug Hard Drive
4	[400-ADCN]	400GB Solid State Drive SAS Mixed Use MLC 12Gbps 2.5in Hot-plug Hard Drive
1	[780-BBKC]	Unconfigured RAID for H330/H730/H730P (1-16 HDDs or SSDs)
1		USB MEM KEY FOR VMWARE ESXI 5.5 UPD 2
1	[540-BBBW]	Broadcom 5720 QP 1Gb Network Daughter Card
1	[540-BBHY]	Intel X520 DP 10Gb DA/SFP+ Server Adapter, Low Profile
1	[429-AAPS]	DVD+/-RW, SATA, Internal
1	[350-BBEJ]	Bezel
1	[770-BBBR]	ReadyRails™ Sliding Rails With Cable Management Arm
1	[750-AABF]	Power Saving Dell Active Power Controller
1	[450-ADWQ]	Dual, Hot-plug, Redundant Power Supply (1+1), 495W
2	[450-AALV]	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America
1	RH00003F3	RHEL SVR PREM PHYSICAL OR VIRTUAL N
1	[631-AAJG]	Electronic System Documentation and OpenManage DVD Kit
1	[387-BBIB]	Energy Star
1	[370-ABWE][374-BBHM]	2 CPU Standard
1	[385-BBHO]	iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise
1	[951-2015][976-8706]	ProSupport Plus: 3 Year Mission Critical 4 hr Onsite Service
DR Server		
1	[210-ACXU][591-BBCH]	PowerEdge R730 Server, No TPM

1	[350-BBEP]	Chassis with up to 16, 2.5" Hard Drives
1	[340-AKKB]	PowerEdge R730 Shipping
1	[338-BFFL]	Intel Xeon E5-2637 v3 3.5GHz, 15M Cache, 9.60GT/s QPI, Turbo, HT, 4C/8T (135W) Max Mem 2133MHz
1	[374-BBGS]	Upgrade to Two Intel Xeon E5-2637 v3 3.5GHz, 15M Cache, 9.60GT/s QPI, Turbo, HT, 4C/8T (135W)
1	[330-BBCO][330-BBCP]	Risers with up to 4, x8 PCIe Slots + 2, x16 PCIe Slots
1	[370-ABUF]	2133MT/s RDIMMs
1	[370-AAIP]	Performance Optimized
2	[370-ABUG]	16GB RDIMM, 2133MT/s, Dual Rank, x4 Data Width
6	[400-ACXV]	1TB 7.2K RPM Near-Line SAS 6Gbps 2.5in Hot-plug Hard Drive
4	[400-ADCN]	400GB Solid State Drive SAS Mixed Use MLC 12Gbps 2.5in Hot-plug Hard Drive
1	[780-BBKC]	Unconfigured RAID for H330/H730/H730P (1-16 HDDs or SSDs)
1		USB MEM KEY FOR VMWARE ESXI 5.5 UPD 2
1	[540-BBBW]	Broadcom 5720 QP 1Gb Network Daughter Card
1	[540-BBHY]	Intel X520 DP 10Gb DA/SFP+ Server Adapter, Low Profile
1	[429-AAPS]	DVD+/-RW, SATA, Internal
1	[350-BBEJ]	Bezel
1	[770-BBBR]	ReadyRails™ Sliding Rails With Cable Management Arm
1	[750-AABF]	Power Saving Dell Active Power Controller
1	[450-ADWQ]	Dual, Hot-plug, Redundant Power Supply (1+1), 495W
2	[450-AALV]	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America
1	RH00003F3	RHEL SVR PREM PHYSICAL OR VIRTUAL N
1	[631-AAJG]	Electronic System Documentation and OpenManage DVD Kit
1	[387-BBIB]	Energy Star
1	[370-ABWE][374-BBHM]	2 CPU Standard
1	[385-BBHO]	iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise
1	[951-2015][976-8706]	ProSupport Plus: 3 Year Mission Critical 4 hr Onsite Service
		Software
1		ArcServe Replication Software
1		Solutions II Backup Solution
		PROFESSIONAL SERVICES
1	SII-Svcs	Solutions II - Integration Services (includes T&E)

Exhibit G
STANDARD GOVERNMENTAL CONTRACT AND PURCHASING RIDER
FOR CONTRACTS WITH THE CITY OF PFLUGERVILLE, TEXAS

(Revised 5/11/16)

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the contracting party identified below agrees that the below terms and conditions shall govern all agreements with the City unless otherwise agreed to by a specifically executed provision within the contract and if permissible by law. Absent a specifically executed provision, the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

1. Application. This Governmental Rider applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Contract (Contract) (attached hereto) of Ricoh USA., Inc., (Vendor). The Contract involved in this Rider is described as follows:

DIR Contract DIR-TSO-3370
in relation to the licensing of products and services by
the Pflugerville Police Department from Spillman Technologies, Inc. ("Contractor")

2. Payment Provisions. The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. City reserves the right to modify any amount due to Contractor presented by invoice to the City if necessary to conform the amount to the terms of the contract.

3. Multiyear Contracts. If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City's budget for the fiscal year in question. The City may execute such termination by giving contractor a written notice of termination at the end of its then current fiscal year, in accordance with Appendix A, Section 11B of DIR-TSO-3370.

4. Best Value Determination. All competitive bids or proposals received shall be evaluated based on the best value for the City. Best value shall be determined any relevant criteria specifically listed in the solicitation and by considering all or part of the criteria listed below:

- a. Bid price.
- b. Reputation of the bidder and of bidder's goods and services.
- c. The quality of the bidder's goods or services.
- d. The extent to which the goods or services meet the City's needs.
- e. Bidder's past relationship with the City. All vendors shall be evaluated on their past performance and prior dealings with the City to include, but not limited to, failure to meet specifications, poor quality, poor workmanship, and late delivery.

5. Local Preference. The City Council supports the local preference option for purchasing. In accordance with Chapter 271.9051 of the State of Texas Local Government Code, the City Council may choose to award a competitive bid to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received.

6. No Ex-Parte Communications during Competitive Bidding Period. To insure the proper and fair evaluation of a response, the City prohibits ex parte communication (e.g., unsolicited) initiated by the proposed contractor to a City official or employee evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 pm on the day specified as the deadline for questions. Any communication between responder and the City after the deadline for questions will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending responder from consideration or award of the solicitation then in evaluation, or any future solicitation.

7. Abandonment or Default. A contractor who abandons or defaults the work on the contract and causes the City to purchase the services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto and shall not be considered disqualified in any re-advertisement of the service and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

8. Disclosure of Litigation. Each contractor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the respondent or which has occurred in the past in which the respondent has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.

9. Cancellation. The City reserves the right to cancel the contract without penalty by providing 30 days prior written notice to the contracting party. Termination under this paragraph shall not relieve the contractor of any obligation or liability that has occurred prior to cancellation. **NOTE: This contract is subject to cancellation, without penalty, at any time the City deems Contractor to be non-compliant with contractual obligations, subject to 30 days prior written notice to Contractor and opportunity to cure the alleged default, in accordance with Appendix A, Section 11B.4 a) of DIR-TSO-3370.**

10. Annual Vendor Performance Review. The City reserves the right to review Contractor's performance at the end of each twelve month contract period and to cancel all or part of the agreement (without penalty) upon at least 30 days prior written notice to Contractor, or continue the contract through the next period, subject to Contractor's rights of termination.

11. Compliance with other laws and certification of eligibility to contract. Any offer to contract with the City shall be considered an executed certification that the contractor will comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. *Additionally, such offer shall indicate that the Contractor has fully read and understood the terms and conditions for eligibility to contract with the City pursuant to Chapter 38 of the City's Ordinances and certifies they are in compliance with those local requirements.* When requested, the Contractor shall furnish the City with reasonable evidence of its compliance within 10 days or any contract with the City is void.

12. Compliance with all Codes, Permitting and Licensing Requirements. The successful contractor shall comply with all applicable national, state and local standards, codes and ordinances as well as any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful bidder shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

13. Invalid Terms or Conditions. Any invalid terms or conditions contained in the Contract shall be deemed void in accordance with Appendix A, Section 4C of DIR-TSO-3370.

14. Indemnity and Independent Contractor Status of Contractor. Indemnification will be handled in accordance to Appendix A, Section 10A of DIR Contract No. DIR-TSO-3370.

15. Liens. Contractor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the resulting agreement. At the City's request the contractor or subcontractors shall provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

16. Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

17. Tax Exemption. The City represents to Contractor that it is exempt from sales tax and therefore is not liable to Contractor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Contractor shall not charge for said taxes. If billed, the City will remit payment less sales tax.

18. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

19. Sovereign Immunity. Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract.

20. Governing Law and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Travis County, Texas.

21. Certificate of Interested Parties (TEC Form 1295). The City may not accept or enter into a contract until it has received from the Contractor a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Contractor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately, but must be

provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295.

CITY OF PFLUGERVILLE, TEXAS

SPILLMAN TECHNOLOGIES, INC.

By: _____

By: _____

Authorized City Representative

Title: _____

Date: _____

Date: _____

Exhibit H

Shared Agency Computer Software End User License Agreement

This Shared Agency Purchase and License Agreement ("Shared Agency Agreement"), together with a Computer Software End User License Agreement ("License Agreement") and one or more executed Sales Quote/Purchase Agreements ("Purchase Agreement"), constitute one integrated agreement and is the complete and exclusive statement of Spillman's obligations and responsibilities with regard to licensing software. All capitalized terms used and not otherwise defined therein shall have the definitions given to such terms in the License Agreement.

Section 1: Definitions:

- 1.1 **Shared Agency** - (Pflugerville ISD) – A "Shared Agency" is an agency that has purchased the right and license to use the same copy of a Spillman Licensed Product currently licensed by another agency as Licensee (Host Agency).
- 1.2 **Host Agency** (City of Pflugerville) – The "Host Agency" is a current Spillman Licensee that has authorized and agreed to "share" the use of their Spillman Licensed product with the Shared Agency.

Section 2: License

Spillman grants to Shared Agency a non-exclusive, non-transferable license to use the same copy of the "Licensed Program" and related materials, which are presently licensed to the Host Agency, subject to the terms and conditions set forth in the License Agreement, as well as the terms and conditions specified in Section 3, below. The products being provided to Shared Agency are described in Attachment 1 to this Shared Agency Agreement. Shared Agency agrees to comply with all such terms and conditions. This license may be terminated at any time if Shared Agency breaches such terms.

Section 3: Scope of Rights

- 2.1 Shared agency understands that all assistance and support for the Licensed Program may be obtained only through the Host Agency. This Agreement does not entitle Shared Agency to any Spillman services beyond the license to use the Licensed Program.
- 2.2 The warranty term for the Licensed Program is limited to the remaining Warranty term granted through the Host Agency's License Agreement.

Accepted and Approved:

Shared Agency: Pflugerville ISD

Signature: _____

Print Name: _____

Title: _____

Date: _____

Spillman Technologies, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Host Agency: _____ City of Pflugerville, Texas

Attachment 1 to Exhibit H Purchased Products and Services

Pflugerville ISD, TX

Price Estimate Date: May 17, 2016

Estimate Number: QUO-06411-N1L5H5

Expiration Date: June 30, 2016

Prepared By: Todd Jorgensen

Spillman Advantages and Long-Term Return on Investment

- Spillman's site license eliminates the frustrations of limited licensing and allows for agency growth by providing access to all desktop modules without individual license fees
- Each Spillman system includes first-year maintenance, a comprehensive warranty, unlimited standard business hour support, and enhancements
- Professional services include onsite administration training and setup assistance as well as thorough end user training (all onsite services include travel and per diem)

Software, Services, and Hardware	
Inclusions	Price
Total Software	Included
Total Professional Services	Included
Hardware	N/A
Data Conversion	N/A
Included Taxes	Exempt
Grand Total	\$0

Purchased Products and Services

Software & DIR Modules

DIR Modules

- Spillman Integrated HUB
- Sentryx GIS Geobase
- Evidence Barcode
- Evidence Management
- Law Records
- Personnel
- Premise & Hazmat
- Sex Offender Tracking
- Mobile Law Form
- Mobile AVL/Mapping
- Mobile State & National Queries
- Police Jail
- Texas Statelink

Other Modules

- Alarm Tracking & Billing
- Traffic
- Inventory Management
- License & Permits
- Pin Mapping
- Spillman Touch
- Imaging
- Insight
- Texas IBR
- DL Scanning
- Quickest Route
- Mobile Records
- Integrated Texas CRASH Form
- CopLogic Interface
- CompStat
- Spillman Analytics
- Crime Monitor
- Officer Productivity
- Incode Courts Interface (TPD attached)
- APS Mobile Citation Interface (TPD attached)

This Purchase Agreement ("Agreement") is made and entered into by and between the Customer and Spillman Technologies, Inc. ("Spillman"), 4625 Lake Park Blvd, Salt Lake City, UT 84120.

I have read this agreement in its entirety and hereby approve and accept the terms and conditions of this Agreement as contained herein.

Pflugerville ISD, TX

Customer Name

Authorized Signature

Date

Print Name and Title
