

AGREEMENT

BETWEEN

THE COUNTY OF SAN MATEO AND KNOWLEDGE COMPUTING CORPORATION

THIS AGREEMENT, entered into this ____ day of _____, 2010, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and KNOWLEDGE COMPUTING CORPORATION, hereinafter called "Contractor;"

WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of designing and installing an integrated regional law enforcement information sharing system; and

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS
FOLLOWS:**

1. EXHIBITS AND ATTACHMENTS.

The following exhibits and attachments are included hereto and incorporated by reference herein:

- Exhibit 1(a) - Product Description
- Exhibit 1(b) - Software Installation Description
- Exhibit 1(c) - Data Integration Description
- Exhibit 1(d) - List of Agencies with Data Sets
- Exhibit 1(e) - Data Set Inclusion & Exclusion
- Exhibit 1(f) - List of Agencies for Enterprise License
- Exhibit 1(g) - Project Cost Summary
 - Schedule A - Integration Services Costs
 - Schedule B - Third Party Hardware & Software
 - Schedule C - Payment Schedule
- Exhibit 1(h) - Project Hardware Specifications

- Exhibit 2(a) - Statement of Work
- Exhibit 2(b) - Statement of Work – Project Management
- Exhibit 2(c) - Statement of Work – Software Installation Schedule
- Exhibit 2(d) - Statement of Work – Data Source Integration Schedule

- Exhibit 3 - Training

- Exhibit 4 - Maintenance Services Agreement

- Exhibit 5(a) - Data Validation Test Plan
- Exhibit 5(b) - Data Acceptance Letter

- Exhibit 6(a) - Data Refresh Test Procedure
- Exhibit 6(b) - Data Refresh Validation Form
- Exhibit 6(c) - Refresh Acceptance Letter

- Exhibit 7 - End-User License Agreement (EULA)

- Attachment I - §504 Compliance

2. SERVICES TO BE PERFORMED BY CONTRACTOR.

In consideration of the payments set forth herein and in Exhibit 1(g), Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in the Exhibits and Attachments described above.

3. PAYMENTS.

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in the Exhibits and Attachments described above, County shall make payment to Contractor based on the rates and in the manner specified in Exhibits 1(g) and Schedules A through C. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **THREE HUNDRED THIRTY-TWO THOUSAND SIX HUNDRED SIXTY-NINE DOLLARS AND FIFTY CENTS (\$332,669.50)**.

4. TERM AND TERMINATION.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **MARCH 1, 2010** through **JUNE 30, 2011**.

This Agreement may be terminated by Contractor, the Sheriff or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. AVAILABILITY OF FUNDS.

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. RELATIONSHIP OF PARTIES.

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. HOLD HARMLESS.

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. ASSIGNABILITY AND SUBCONTRACTING.

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. INSURANCE.

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

A. Worker's Compensation and Employer's Liability Insurance The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. Liability Insurance The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall

be not less than the amount specified below.

Such insurance shall include:

- | | |
|---------------------------------------|-------------|
| 1.) Comprehensive General Liability | \$1,000,000 |
| 2.) Motor Vehicle Liability Insurance | \$1,000,000 |
| 3.) Professional Liability | \$1,000,000 |

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. COMPLIANCE WITH LAWS; PAYMENT OF PERMITS/LICENSES.

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. NON-DISCRIMINATION AND OTHER REQUIREMENTS.

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion,

compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.

- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:
- 1.) termination of this Agreement;
 - 2.) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - 3.) liquidated damages of \$2,500 per violation;
 - 4.) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. COMPLIANCE WITH CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE.

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. RETENTION OF RECORDS, RIGHT TO MONITOR AND AUDIT.

Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

- A. Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.
- B. Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. MERGER CLAUSE.

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. CONTROLLING LAW AND VENUE.

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. NOTICES.

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

IN THE CASE OF CONTRACTOR:
Knowledge Computing Corporation
Rollin Roos, Director of Operations
7750 East Broadway Blvd., Suite 100
Tucson, AZ 85710

IN THE CASE OF COUNTY:
San Mateo County Sheriff's Office
Attn: Sheriff
400 County Center, 3rd Floor
Redwood City, CA 94063

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

SAN MATEO COUNTY SHERIFF'S OFFICE

BY: _____
SHERIFF GREG MUNKS

DATE: _____

KNOWLEDGE COMPUTING CORPORATION

BY: _____
(SIGNATURE)

(PRINTED NAME)

DATE: _____

EXHIBIT 1(a) PRODUCT DESCRIPTION

DEFINITIONS.

- A. Terms used in this Agreement and not otherwise defined within the Agreement have the following meanings:
- 1.) "KCC" is the Contractor; and
 - 2.) "Customer" or "Client" is the County of San Mateo.
-

COPLINK Base Program: This is the basic installation for the COPLINK System. It includes the COPLINK Migration Engine, the COPLINK Administration Program, the COPLINK Detect standard module, COPLINK data set, and the graphical user interface. A training session is included, as described in Exhibit 3.

COPLINK Detect module provides analysis and decision support for rapidly identifying criminal suspects, relationships and patterns that help solve crimes and thwart terrorism. It allows vast quantities of seemingly unrelated data, including data from incompatible database and records management systems, to be consolidated and instantly analyzed. COPLINK Detect allows users to search for associations between individuals and between suspects and vehicles, organizations, geographic locations and weapons. Data is protected with advanced systems administration controls, which are automated for user authentication, permission, privacy and security, ensuring the system is only being used in accordance with agency policies.

COPLINK Modules:

COPLINK Active Agent: COPLINK Active Agent allows an investigator to monitor and collaborate on specific COPLINK queries and receive notification when another investigator runs a query on the same object. A COPLINK Active Agent query is set up by investigators when they are seeking additional data about the object of a query. The duration of the Active Agent query is determined by the individual investigators, who can keep it active until the set time expires or until the investigator cancels the query. Notification of new information is provided through e-mail, HTML within COPLINK, pager and/or cellular telephone.

COPLINK Mobile: COPLINK Mobile is designed to offer the features of the COPLINK system on limited bandwidth mobile devices, such as in-vehicle computers and handheld wireless devices. The interface is greatly simplified, yet still provides the ability for a user to access multiple data sources with a single query. COPLINK Mobile will function on any TCP/IP network.

COPLINK CBT: This is a self-paced computer-based training program, provided on CD-ROM and on the network, that allows an end user to learn about COPLINK Detect. It is described fully with examples on how to use the capabilities of the program.

COPLINK Visualizer: COPLINK Visualizer employs network graphics to display the relationships, links and associations among database objects. Relationships up to eight levels deep, among people, places and things, are graphically displayed, aiding in investigations involving multiple suspects, locations and incident reports.

COPLINK CompStat Analyzer: Crime trend analysis and decision support is provided by this module. COPLINK CompStat aggregates data and filters by location, time, day, document type, agency, division, beat, vehicle, weapon, entity, crime type, race or gender and any combination of those categories. Results are available GIS-based mapping, graphing, charting and temporal/spatial display and analysis.

COPLINK Adaptive Analytical Architecture: COPLINK Adaptive Analytical Architecture is a module that allows temporary consolidation of data from sources that are not part of an individual COPLINK node. This feature permits analysis of data from multiple COPLINK nodes or other data sources, such as motor vehicle records, driver license records or even private databases. The consolidation is temporary and lasts only for

the duration of the individual query.

COPLINK IntelLEAD: Intelligence information that is subject to 28 CFR Part 23 can be combined with criminal history records to provide as much information as possible regarding individuals suspected of criminal or terrorist activity. Moving beyond the basic design of the COPLINK Solution Suite, which relies on migration of data from underlying data sources, COPLINK IntelLEAD allows an agency to enter intelligence data and manage that data in compliance with the law. Features include user-configurable retention period, restricted individual and group access privileges and system administrator alert for records nearing the five-year retention deadline.

COPLINK Incident Analyzer: COPLINK Incident Analyzer and Mapping is a module that provides both GIS-based mapping functions and a range of graphing and charting tools for analytical functions. The mapping program employs ESRI MapObjects JAVA and commonly available SHAPE files. COPLINK also supports ESRI ArcGIS Server 9.3. The geo-coding of the COPLINK database occurs during migration if the underlying data source does not have geo-coordinates in the location data. Users will need to acquire a third-party license from ESRI for MapObjects JAVA to use the program.

COPLINK NII (National Identity Indexing): This module allows for secure sharing of information on queried objects without releasing any underlying identifying information. COPLINK NII allows an agency's COPLINK node to send encrypted consolidated string information to a centralized database server, where the COPLINK system automatically determines if the same individuals, vehicles or other submitted search category exists on any other node. Since the actual object data is never sent, only SHA-256 hashed data elements, the data transferred is completely secure.

COPLINK ACT (Activity Correlation Technology): Law enforcement agencies can monitor suspicious activities around critical infrastructure, and other areas and patterns that may require monitoring, with this module. COPLINK ACT reviews reports from multiple data sources and sends a suspicious activity report if a person, vehicle or another associated object is found within a set perimeter of an identified location or classification of infrastructure.

COPLINK Dashboard: COPLINK Dashboard module is a real-time management and notification tool that allows a user to view current data as it is migrated into agency databases, such as computer aided dispatch systems. Law enforcement agencies can then analyze the data, using GIS based mapping functions and a range of dynamically configurable graphing and charting tools.

COPLINK ILP (Intelligence Led Policing): COPLINK ILP module employs digital asset management and workflow management to store, query and analyze law enforcement criminal intelligence information, including narrative information, where objects in the narrative can be tagged for further reference or redacted, at a later date. Digital asset management allows users the capability to upload video, audio and digital pictures and link the digital media with objects and reports. Workflow management schema presents supervisors with a list of intelligence documents that need to be reviewed for acceptance or revision. Accepted documents are immediately available for use with the COPLINK Suite. It is fully 28 CFR Part 23 compliant.

EXHIBIT 1(b) SOFTWARE INSTALLATION DESCRIPTION

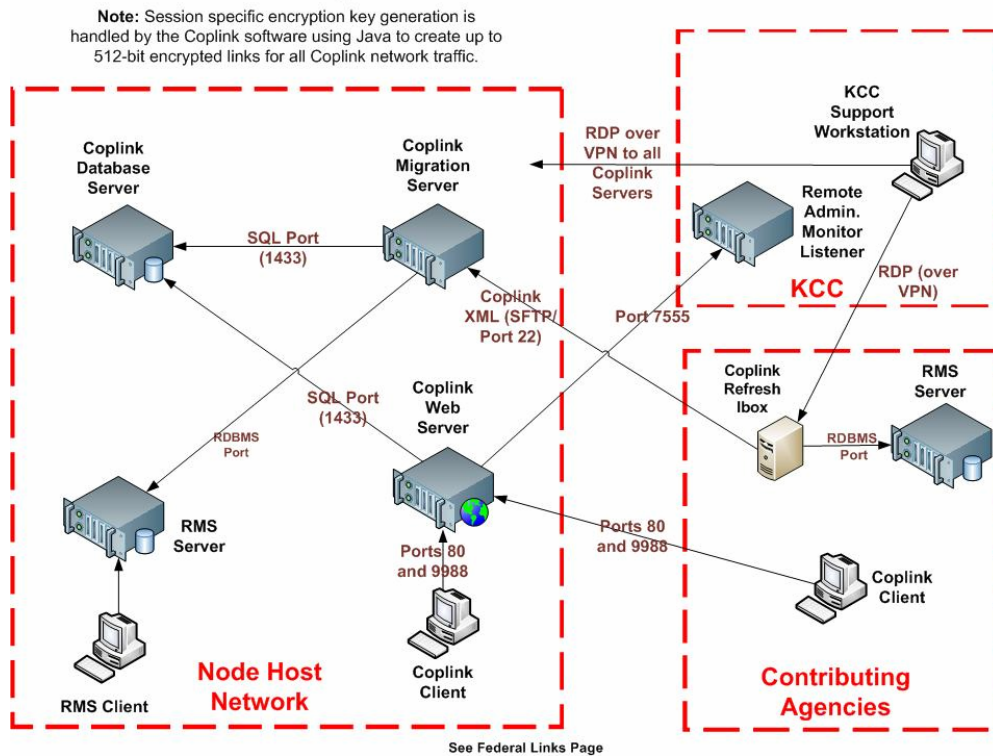
COPLINK Solution Suite is JAVA based software that organizes and rapidly analyzes vast quantities of structured and seemingly unrelated data, currently housed in various incompatible records management systems, over a highly secure intranet-based platform. By using web-browser technology, user training, system maintenance and program updates are simplified. New modules or updates are simply installed on the Web Server and are immediately available to all users without the time-consuming and cumbersome process of updating each user workstation.

Initial **Software Installation** involves establishing a **COPLINK Node**. This is the core application suite combining a COPLINK data warehouse, used to consolidate multiple law enforcement databases, with a web and a migration server used to coordinate data from the contributing agencies.

COPLINK Node installation has four components:

- **Application (Web) Server:** The purpose of the Application Server is to house the COPLINK application, and is typically located in the host agency.
- **Migration Server:** The purpose of the Migration Server is to accept refresh streams (feeds), of data-files from contributing agencies and to process and merge this data via the migration software into the COPLINK data set.
- **Database Server:** The purpose of the Database Server is to store the COPLINK data set and the database management software.

Coplink Architecture



COPLINK Solution Suite requires the following program components to operate:

- **Operating System:** COPLINK runs under Windows 2000/2003 Server variants.
- **Web Browser:** COPLINK requires a Web Browser, such as Microsoft Internet Explorer, Netscape, Opera, and Firefox. All known browsers are supported.
- **Web Server software:** The Web Server software supplied with COPLINK is Microsoft IIS.

Software to be initially installed is listed in Sub-schedule A. It will include a standard refresh and synchronization mechanism, and the initial **COPLINK Solution Suite** modules (including COPLINK Detect and COPLINK Admin). Customization is possible, but cannot be accomplished as part of the standard price schedule. Additional development costs will be assessed, as required.

Network infrastructure and user workstation hardware and software are not included in the initial installation of the **COPLINK Solution Suite** and are the responsibility of participating agencies to install and maintain. The software installation, specified in Section 1(h), requires five hardware components:

- **COPLINK Database Server.** Since this server houses the COPLINK database and the proprietary programs that migrate information from disparate sources, storage estimates for initial node configuration depend on the particular data sources selected and years of data to be migrated to the COPLINK data set. Changes in data sources may change storage requirements.
- **COPLINK Web Server.** The Web Server houses the COPLINK user interface, the administration tools and the ESRI MapObjects JAVA software, if the Customer has purchased the GIS-mapping software component of COPLINK.
- **COPLINK Migration Server.** The Migration Server houses the COPLINK extract, transfer and load tools (COPLINK Migrator). This server processes incoming data from external data sources and prepares it for consolidation and insertion into the COPLINK database.
- **Network Infrastructure.** COPLINK installation presupposes an existing TCP/IP network to allow communication between all contributing and querying agencies. High speed networks and robust user workstations provide superior performance.
- **User Workstations.** COPLINK Detect has been tested and approved for workstations operating under Windows XP, using an Intel Celeron processor with 512MB of RAM, 80Gigabyte HDD and monitor with a display resolution of 1024x768.
- **I-box.** An intermediary machine, or i-box, is located within the contributing agency's network. It performs functions required for refreshing an agency's data in the COPLINK data warehouse, and retrieving the most recent data changes and sending them via encrypted XML to the COPLINK Migration Server. I-boxes run KCC migration software and typically also utilize a free version of a DBMS software package (such as MSSQL Server Express) for data access and processing.

In addition to initial installation hardware, node administrators are responsible for all operating system patches, upgrades and updates. To avoid unforeseen issues with the Data Server, changes in data source or operating system must be coordinated with KCC.

EXHIBIT 1(c) DATA INTEGRATION DESCRIPTION

COPLINK Solution Suite uses a proprietary data application, **COPLINK Migrator**, to extract information from Customer RMS (records management systems), CAD (computer aided dispatch) and related data sources. The data migration process standardizes and consolidates this disparate source data into a standardized data set, ready for the **COPLINK Consolidation Algorithm** to sort and store, for use in crime and incident investigation and analysis.

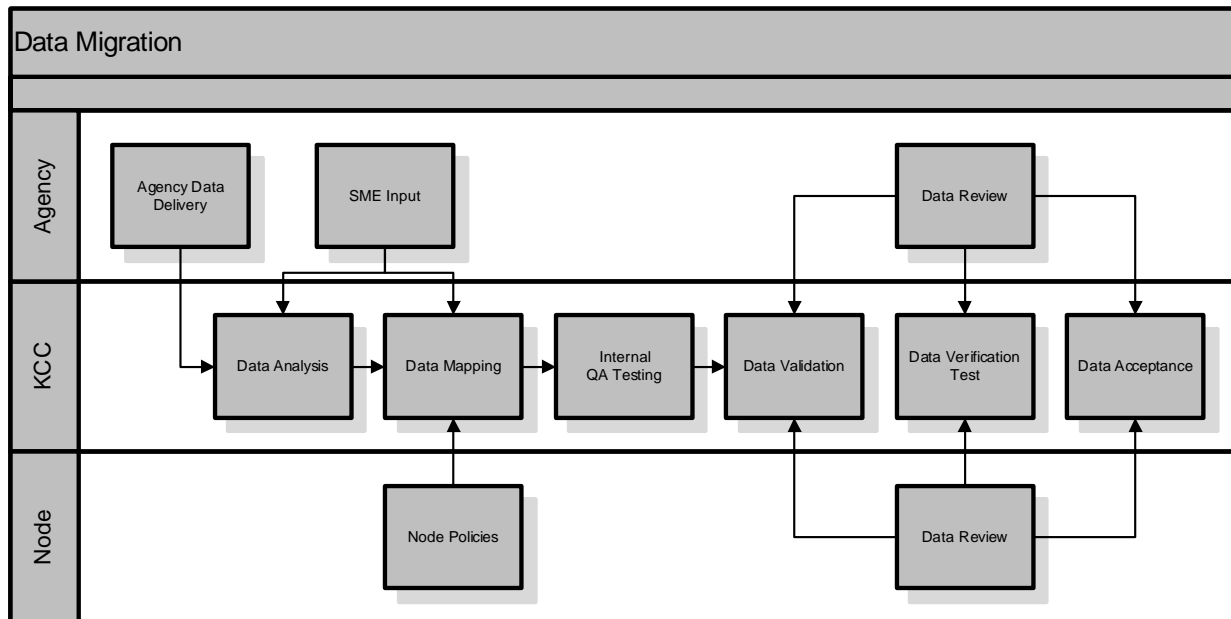
For the **COPLINK Migrator** to function, it is necessary for the data sources to be integrated. This is the manual process that permits the ongoing automated process of data migration and consolidation to function, within a single agency or across jurisdictions, combining several data sources into a single source.

Data Integration is a two step process:

1. *Analysis* of Customer data sources and source database structures.
2. *Mapping* of source data structures to the COPLINK data set.

Data Integration, during COPLINK installation, will incorporate all data sources listed in **Sub-section B**. Similar database objects from disparate sources (or the same source) are mapped to common records, where they will be migrated and consolidated on a scheduled basis for use by the Customer.

Example of a standard Data Integration



To enable better storage and analysis, through use of the **COPLINK Consolidation Algorithm**, data sources must have common characteristics. In the *Analysis* and *Mapping* process those characteristics are identified and grouped with other objects associated with a given object, to be associated with all instances of that object. This reduces the number of times the same object is displayed, and gives the user a better view of the activity associated with that object.

To insure that data objects are consistently migrated and consolidated, source data mapped from data provided by participating agencies must be structured and relational. Unstructured data cannot be structured and records, such as arrest reports, cannot be managed without relational links to associated incidents, crime reports and warrants.

Because actual examples of Customer data records are required for the *Analysis* and *Mapping* process,

Data Integration for COPLINK installation can begin only after agency RMS data is delivered to KCC and verified as loadable and readable, and data sharing criteria is provided by all participating agencies. Remote analysis and mapping, analysis and mapping of data older than seven (7) years, as well as analysis and mapping of data sources that include additional agencies other than the hosting agency, will be assessed separately, based on the additional cost for completion. Alteration of hardware or software, including third party changes to RMS and JMS systems, during the deployment process can disrupt the data migration process. Notify KCC prior to starting of any contemplated upgrades or other change to systems to verify that those changes will not cause significant delay in deployment.

Data Cleaning, prior to integration in the COPLINK data set, routinely includes only those changes necessary to insure the functionality of the source data provided. Common “cleaning” functions include standardizing record styles for names, addresses, criminal code and crime types. Data Cleaning does not include more intensive data restoration, to correct incomplete or incorrect records in source data, or to standardize name, address or other data included in narrative reports. Intensive data restoration may be undertaken at the Customer’s request as an extra cost option, but will not be included in the standard Data Integration process. Further detail of what is included and not included in this process is provided in Exhibit 1(e).

Data migration and integration also requires prior receipt of printed documents and a signed **Scope Of Work (SOW)** document. Approval should be provided by the contributing agency also assigned the duty of data mapping acceptance, unless otherwise accepted by KCC. A signed **Memorandum Of Understanding (MOU)** is not required for delivery and integration activities, but it will be necessary before data goes into production for sharing with other agencies participating in the Customer’s **COPLINK Solution Suite**.

The **Scope Of Work (SOW)** will specify KCC-recommended computer hardware configuration to support the installation. Additionally, for regional law enforcement agency administrations and consortiums, such as fusion centers, the Customer will be asked to establish a priority list for participating agency data source migration and system installation. KCC must be notified in advance of any changes to this priority list, to avoid delays in project completion.

EXHIBIT 1(d)
LIST OF AGENCIES WITH DATA SETS

Agency Name	Number of Sworn Officers	Vendor Name	Name	Product Platform
Sonoma County Sheriff's Office	202	Intergraph	I/LEADS	
Sonoma County IJS	202	Custom	Integrated Justice System	
Marin County Sheriff's Office	210	Tiburon	LawRecords/RMS	
Marin County Sheriff's Office	210	Sunridge	RIMS	
San Mateo County	395	Custom	Parking Citations	
San Mateo County	395	Custom	Traffic Citations	

EXHIBIT 1(e)

DATA SET INCLUSION & EXCLUSION

Records to be included in **COPLINK Solution Suite** data mapping and migration are a critical component for the scope of the project. They are intended to enhance the capability of the search and analysis function.

Data is mapped and migrated using standard enumerations (e.g. "Grandparents" in RMS data source will be mapped into COPLINK data set as "relative"). Historical data must be provided unaltered in Database Management System (DBMS) "backup" or "export" formats to qualify for standard contract price. These vary for each database management system (BAK for SQL Server, Data Pump for Oracle, etc.).

Export formats are subject to approval by KCC. Any source data sets must reside on a Relational Database Management System (RDBMS) that is under a maintenance contract with the host's data set vendor. Unsupported data sources and source data with data source alterations, including masked values, date range sub-selection and table/column exclusions, will result in additional cost.

Also, records included in the COPLINK data set are a subset of all available source data. Records not originally created by the application associated with the data source are considered "alien" and will not be mapped and migrated for inclusion in the COPLINK data set. For example, if incidents from an old RMS product were migrated into the database for a new RMS product that replaced it, those migrated incidents are considered to be "alien data."

Additionally, any data records not consistent, relational or incorporated into categories mapped for inclusion in the COPLINK data set are also considered alien and will not be included. Unstructured data cannot be structured (An example is a single field containing Social Security numbers intermixed with operator license numbers). These records cannot be mapped and will not be included in the standard COPLINK data set.

KCC will, at the agency's request, convert alien data along with the rest of the data using the standard maps developed for the product. If the conversion is deemed acceptable by the agency, the data can be included in the production system as part of the standard process at the quoted price. If additional analysis and custom mapping would be required to address issues discovered in the alien data, KCC will provide cost and time estimates for the additional work. Agencies may elect, at their sole discretion, to acquire the custom mapping at their own cost.

Prior to mapping and migrating any data source, KCC needs the date the current system went live, and the oldest document date, if it is different from when the current system went live. KCC will also require the earliest date of records scheduled for mapping and migration, since a project consortium will usually provide a recommended number of years to be included, but an Agency in the consortium may be requesting a different start date.

Data provided for mapping and migration must be delivered unmodified in order to qualify for standard data source prices. Prohibited modifications include, but are not limited to: Filtering of Juveniles and/or sex crime victims, data obfuscation, and date range sub-setting. If any filtering of source data is required, KCC will implement it at the Agency's request as part of the integration process and will be approved by the contributing Agency prior to the data being shared with other agencies. KCC cannot convert Proprietary Binary File Formats

Converted Data per Data Source Type

Record Management Systems (RMS) data converted into COPLINK includes:

- Departmental Reports
- Supplemental Reports
- Citations
- Field Interviews
- Supervisions (That are typically managed by a sheriff's office or police department, such as registered sex offenders, but does not include probations)
- Traffic Collisions
- Permits

Record Management System (RMS) data *not* converted into COPLINK includes:

- JMS Data copied to RMS, including booking documents and mug shots
- CAD Data copied to RMS
- AFIS Data
- Probation Data
- Court Data
- CJIS Data
- Intelligence Documents
- Crime Analysis Documents
- Civil Process Documents
- Arraignments
- Watch Lists
- Evidence
- Digital Files (including mugs, evidence photos and person images)

Jail Management System (JMS) data converted into COPLINK includes:

- Bookings
- Mug Shots

Jail Management System (JMS) data *not* converted into COPLINK includes:

- Jail Operations
 - Jail Financial Management
 - Commissary Records
 - Internal Jail Communications
 - Jail Resource Management
 - Background Checks
 - Employee Personnel Files and Applications
 - Internal Jail Activity
- General Inmate Management
 - Inmate Cell Information
 - Inmate Transport Records
 - Inmate Schedules
 - Inmate Grievances
 - Inmate Mail, e-Mail and Telephone Calls
 - Inmate Escape Records
 - Inmate Court Activity
 - Inmate Work Programs and Related Skills
 - Inmate Medical Data
 - Inmate Behavior Records
 - Inmate Handling Instructions
 - Inmate Visit Authorizations
 - Inmate Privileges
 - Inmate Property Tracking
 - Inmate Next of Kin
 - Inmate Holds

- Inmate Sentence and Release Management
 - Earliest Possible Release Data
 - Anticipated Release Date
 - Sentence Start and End Date
 - Inmate Probation and Release Schedules
 - Sentence Adjustments
 - Conditions of Bail
 - Released to Information
 - Inmate Address and Phone after Release
- Miscellaneous
 - Lineups
 - Inmate Vehicles
 - Inmate Vehicle Storage

Computer Aided Dispatch (CAD) data converted into COPLINK includes:

- Occurrence
- Dispatches

Court Systems data converted into COPLINK includes:

- Citations
- Warrants
- Supervisions (i.e. Restraining Orders, Probations)

Gang Systems Data converted into COPLINK includes:

- FIs
- DRs
- Intel Docs (Tips)

Additional data converted into COPLINK includes:

- **Probation Systems** Supervisions
- **Automated Fingerprints Identification System (AFIS)** Identification Documents
- **Criminal Justice Inform System** Warrants
- **Pawn Systems** Pawn Tickets
- **DMV Registration Systems** Permits
- **DMV License Systems** Permits
- **Ballistics Systems** Reports
- **License Plate Reader Systems (LPR)** Reports

COPLINK Documents Specified

General Document Rules

- Charges are indirectly tied to persons in COPLINK via Arrest, Booking, Citation or Warrant documents. If these documents are not present in the data source, it is an option to convert the charges to crime types and associate them with the Departmental Reports.
- If narratives are present in unformatted ANSI text format in a data source, they will be converted, unless otherwise requested.
- With the exception of Master Records, all documents will be converted with document date and time.
- A COPLINK Case is a folder and not a document. A COPLINK Case will consist of related documents that have been combined into a case. The case folder is identified by a Case Number, converted from source data into the COPLINK database.

Additional Document Rules

The following data for documents will be included as header data for each document type:

Document Type	Data Elements
Departmental	Incident Begin Date/Time, Incident End Date/Time, Report Number, Beat, Grid, Crime Type(s)
Supplemental	Incident Begin Date/Time, Incident End Date/Time, Report Number, Beat, Grid, Crime Type(s)
Arrest	Type, Number, Charge
Booking	Charge, Date/Time, Release Date/Time, Anticipated Release Date/Time, Release Agency, Release Location, Release Reason, Release Officer
Citation	Type, Number, Status, Beat, Grid, Charge
Warrant	Type, Category, Number, Court Docket Number, Status, Charge
Field Interview	Type, Number, Beat, Grid
Pawn Ticket	Number, Shop Name, Pawner, Pawned Item
Permit	Type, Number, Status
Traffic Collision	Incident Begin Date/Time, Incident End Date/Time, Number, Beat, Grid, Crime Type(s)
Dispatch	Type, Number, Arrival Date/Time, Clear Date/Time, Beat, Grid
Occurrence	Number, Priority Code, Out Type (indication of how the call was routed to the field), Call Source Type, Beat, Grid
Supervision	Type, Reference Number, End Date, Status
Identification Document	Document Number
Arraignment	Document Number
Court Docket	Docket Number, Court Code, Original Court Code, Date/Time of Next Court Date
Ballistics	Report Date/Time, Destroyed Date/Time, Report Number, Criminalist (examiner)
License Plate Reader (LPR)	Date/Time, Read ID Number

The following table outlines the object types mapped for each document type:

Document Type \ Object type	Persons	Organizations	Officers	Vehicles	Weapons	Properties	Securities	Phones	Locations
Departmental	X	X	X	X	X	X	X	X	X
Supplemental	X	X	X	X	X	X	X	X	X
Arrests	X		X						X
Bookings	X		X					X	
Citations	X	X	X	X	X	X	X	X	X
Warrants	X	X	X	X	X	X	X	X	X
Field Interview	X		X	X				X	X
Pawn	X	X		X	X	X		X	X
Permit	X			X	X			X	X
Traffic Collision (Crash)	X	X	X	X		X		X	X
Occurrence	X	X	X	X	X	X	X	X	X
Dispatch			X						X
Supervision	X	X	X					X	X
Identification	X	X						X	X
Arraignment	X	X	X	X	X	X	X	X	X
Ballistics	X	X	X		X	X		X	X
LPR*				X					X

*When available in source system

The following table outlines the data elements included/excluded per object type:

Object Type	Data Elements	
	Included	Excluded
Person	Name, Alias(s), Gender, DOB, Height, Weight, Eye Color, Hair Color, Race, Ethnicity, Marks, MO, Appearances, Caution Flags (Gang Member, Registered Offender), Employer, IDs (OLN, SSN, SID, FBI, Local)	Religion, Education Level, Skill Set, Dependent/Custody, Financial Need Status, Fingerprints, Citizenship Status, Marital Status, Sexual Orientation, Languages Spoken
Organization	Name, Type	
Officers	Name, Badge Number	Personal Information
Vehicles	Class, Make, Model, Style, Year, Color, License Plate	Impounds
Weapons	Type, Manufacturer, Serial Number, Color, Lands/Grooves, Twists, Housing, Action, Casing, Head Stamp (Ballistic Data Sets only)	
Properties	Category, Type, Size, Make, Model, Color, Serial Number, Quantity	
Securities	Type, Issuer, Serial Number, Denomination, Quantity, Value	
Phones	Phone Number	
Locations	Address	

DATA QUALITY PROCESSING

Since **COPLINK Solution Suite** is designed to integrate and analyze data from different law enforcement agencies, there are certain attributes of the source data that are important to how the data can be handled as part of the data mapping and migration process. In many cases, there are variances in how personnel use law enforcement systems which is often reflected in the data entry performed. Providing consistency through data “cleaning” is that process.

An example of variances is the measurement of someone’s height, which can be entered in different ways by different officers (61 inches vs 5-foot 1-inch) or “over 6 feet” if the RMS system allows free text entry). Other examples of typical field variances include vehicle make/model, property brand, hair/eye color codes, locations, amongst others.

Most law enforcement systems will try to maximize the officer’s intent, sometimes by providing choices, but not necessarily limiting the types of data that are entered. Hair color codes, for example, have standard values derived from FBI’s NCIC code list. If an officer encounters someone with rainbow colored hair and feels that the NCIC code for “other” is not sufficiently descriptive, barring the presence of other fields, the officer may be compelled to enter this information into the hair color field. A law enforcement system designed to be the system of record usually allows this type of entry to insure the officer’s description matches as closely as possible to their observation.

Unlike a system of record, a shared crime analysis system, where information across multiple agency boundaries will need to be searched, places greater emphasis on data consistency, since these applications have unique requirements regarding data standards. To insure optimal function, there is a probability that imported data will need to be modified in a variety of ways to comply with the target application.

To preserve both purposes for data, as a record and as an investigative tool, the **COPLINK Solution Suite** leaves the source law enforcement systems in use by agencies as the system of record during and after the completion of any data sharing initiative. In other words, the master copy of all data will reside in the CAD, RMS, and/or JMS system present at each agency. The data sharing system, on the other hand, will contain a copy of this data but in modified form to insure maximum standardization across the areas being served.

Data standardization for this initiative is a two step process. The first step seeks to standardize data from agency systems to the National Information Exchange Model (NIEM) and the Department of Justice Law Enforcement Information Sharing Program Exchange Standard (LEXS). The second step seeks to standardize data from these standards to the target application’s needs. The items listed below specifically outline the first step in the process. It is anticipated that the details regarding the second standardization step (COPLINK) are highlighted in a separate document.

Officer Information

NIEM-oriented fields	Cleansing Description	Exceptions
Badge	If badge numbers are not explicitly defined, a unique value for the officer will be used (person ID if defined by source system).	If badge numbers are not used and unique officer identifier is not available at an officer level, agency will need to modify source records if they want this information in the target application

Other Information

NIEM-oriented fields	Cleansing Description	Exceptions
<p>Location Information</p> <p>Streetnum Streetdir Streetname Streettype Unit City State Zipcode County</p>	<p>COPLINK supports:</p> <ul style="list-style-type: none"> • Addresses as a single text field. • Addresses as street address components, and city, state, zip, and country. <p>COPLINK will map the agency data to the most suitable format.</p>	<p>COPLINK will not parse full text addresses into their individual components.</p>
<p>Geoy Geox Beat Gridx, Gridy</p>	<p>COPLINK will ignore location coordinates found in source RMS. Beat and grid information will be copied over if present. Cleansing of grid information will be performed at the source system level.</p>	<p>COPLINK will not assign beat/grid numbers if they are not present. If these will need to be standardized, they should be standardized at the source system level.</p>
<p>Date/Time Information</p> <p>Document date/time Report begin/end date/time Arrest/release date/time Person DOB Vehicle year</p>	<p>Some source systems include non-standard date and time fields which COPLINK will work with the developer, database administrator or agency to determine the epoch date to use with the standard transformation date/time rule.</p>	<p>Missing date/times and free-text entered dates will not be copied to COPLINK.</p>
<p>Numeric Information</p> <p>Quantity Value</p>	<p>Numeric values will be copied over as necessary. For those fields that allow free-text entry, only those fields that can deterministically be identified as numeric values will be converted.</p>	<p>COPLINK will not attempt to convert quantities or amounts that cannot be determined.</p>

Other Information

NIEM-oriented fields	Cleansing Description	Exceptions
<p>Phone Information PhoneComponents Fullphone</p>	<p>NIEM supports:</p> <ul style="list-style-type: none"> • Phone #s as a single text field. • Phone #s as a separate component (area code, exchange, line) <p>COPLINK will map the agency data to the most suitable format.</p>	<p>COPLINK will not parse full phone numbers into their individual components.</p>
<p>Person Information Fullname CompositePersonName</p>	<p>NIEM allows person names to be reported as components or as full text names. COPLINK will map the agency data into a suitable format.</p>	<p>COPLINK will not attempt to parse full text names into their components.</p>
<p>Gender Race Build Complexion Ethnicity Age Eyecolor Haircolor Caution Maxage Minage Height Maxheight Minheight Weight Minweight Maxweight</p>	<p>COPLINK defines standard measurement units for dimensions, weight, volume, age, etc. Agencies will be responsible for providing the measurement units for applicable fields. COPLINK will provide a single transformation for a given field.</p>	<p>Values outside of the acceptable range for a given field will be omitted from the upload process and reported as a data error.</p>

CODE HANDLING

The COPLINK standard allows for the capture of coded values, text values, or both for certain data fields (hair color, eye color, etc). If coded values are present in the originating system, these values will be copied into the equivalent COPLINK coded field. Likewise, if the originating system only captures textual values for these fields, this information will be copied to the COPLINK Original Value attribute on the appropriate element.

The data mapping and migration process will make a best effort to translate free text fields by using the COPLINK tables, but the mapping and migration process will not translate free text fields into coded equivalents beyond what is in the tables. A list of all values in the originating system that COPLINK does not have values for in the tables will be compiled and KCC will determine whether or not to add these values.

KCC will inform the Agency of any updated tables. Where practical, KCC will supply mapping tables to convert Agency supplied values into their COPLINK coded value equivalent.

Binary Data Handling: KCC will move only the images provided and will not perform any image processing (format conversion, resizing, etc.) on binary image data. COPLINK supports embedded (base 64 encoded) images and URI links to externally hosted graphics. Either type of image is supported, but in the case of the external Web graphics, it is the responsibility of the agency to host the graphic images. No special software should be required to access the images. It is not possible for KCC to guarantee the performance of the image move process based upon the undetermined size and number of source images.

Required Fields: In the event of a missing required field, some or all of an upload record may be omitted. A message will be generated for the data quality report.

Relationships & Roles: KCC will make an attempt to map relationships and roles where applicable. We are limited by the relationships available in the source database (i.e. if there is no owner relationships for a vehicle in the source database, we will not be able to generate such relationships).

Field Mappings: KCC will make every effort to map important data fields. Minor fields, particularly those not found in the core NIEM/LEXS standard may be omitted from upload records.

Data field splitting: Data field splitting will be performed if the text fields are well formed (separators are present at all split points). Parsing of free text fields into coded values where separators are not clearly defined will not be performed. These fields will be passed along in description fields as necessary.

Formatting Characters and Invalid data: KCC will attempt to preserve data the way it was entered, including any special punctuation that may have been included in the data entry. This includes parenthesis and dashes for phone numbers as well as other formatting characters entered for different fields. If the target application requires these to be presented in a single format, this step is assumed to be performed at the time of import into the target application. Format correction will not be performed at the NIEM standardization level.

Orphaned Records: In some cases, the source RMS database may contain dangling references or orphaned records. This can occur, when items are deleted in an RMS system that does not support referential integrity. Since the extraction and upload processes are activity based, this will not present a problem for the upload to the central repository. However, agencies should be aware that orphaned records will not be uploaded, and hence the raw number of records (for instance addresses) in the central repository may differ from the number in the source system.

EXHIBIT 1(f)

List of Agencies for Enterprise License
San Mateo County Sheriff's Office
Marin County Sheriff's Office
Sonoma County Sheriff's Office

EXHIBIT 1(g) PROJECT COST SUMMARY

Project Cost Summary			
Description	Qty	Price	Subtotal
COPLINK Software Licensing (Enterprise)*			\$0.00
Data Source Integration Services**			\$249,230.00
Services:			
<i>Node Installation Fee</i>		\$0.00	
<i>Project Management (on-site 6 months)</i>		\$0.00	
<i>Additional Training Services (16 hours for 15 persons)</i>	4	\$38,000.00	
<i>WEB Training Services (per hour)</i>	12	\$3,000.00	
Subtotal Services			\$41,000.00
Subtotal 3rd Party Hardware****			\$6,555.00
Subtotal 3rd Party Software****			\$0.00
Year One Integration Services maintenance and support			\$35,884.50
TOTAL PROJECT COST			\$332,669.50
* See Schedule A for detailed Licensing Value			
** See Schedule B for detailed Integration Services Cost			
***See Exhibit 1(h) for detailed Hardware Specifications			
****See Schedule C for detailed 3rd party expense			

SCHEDULE A INTEGRATION SERVICES COSTS

Data Sets	Data Sets	Cost of First Dataset	Cost of Subsequent Dataset	Vendor Interface(s)	Multi-Agency System	Total Cost for All Datasets
RMS						
Intergraph I/LEADS	1	\$46,410.00	\$0.00	\$5,000.00		\$51,410.00
Tiburon Law Records/RMS	1	\$46,410.00	\$0.00	\$5,000.00		\$51,410.00
SunRidge RIMS	1	\$46,410.00	\$0.00			\$46,410.00
SUBTOTAL	3					\$149,230.00
Additional						
Tiburon Law Records/JMS	1	\$25,000.00	\$0.00	\$0.00		\$25,000.00
Sonoma JS	1	\$25,000.00	\$0.00	\$0.00		\$25,000.00
San Mateo Parking Citations	1	\$25,000.00	\$0.00	\$0.00		\$25,000.00
San Mateo Traffic Citations	1	\$25,000.00	\$0.00	\$0.00		\$25,000.00
SUBTOTAL	4					\$100,000.00
Total for IS without Vendor Interface						\$239,230.00
Total for Integration Services	7			\$10,000.00		\$249,230.00
Year One Maintenance						\$35,884.50

**SCHEDULE B
THIRD PARTY HARDWARE & SOFTWARE**

Third Party Hardware & Software (Schedule C)			
Description	Qty	Price	Subtotal
Web/App Server	0	\$0.00	\$0.00
Migration Server	0	\$0.00	\$0.00
Database Server	0	\$0.00	\$0.00
Face Match Server	0	\$0.00	\$0.00
Storage	0	\$0.00	\$0.00
Intermediary Servers (per agency)	6	\$1,000.00	\$6,000.00
TOTAL 3rd Party Hardware			\$6,000.00
Hardware Sales Tax		9.25%	\$555.00
TOTAL 3rd Party Hardware with sales tax			\$6,555.00
Description	Qty	Price	Subtotal
Database Server: MS SQL Server Standard Edition (2 CPUs)	0	\$0.00	\$0.00
ESRI Java MapObjects	0	\$0.00	\$0.00
Face Match Server: MS SQL Server Standard Edition (2 CPUs)	0	\$0.00	\$0.00
TOTAL 3rd Party Software			\$0.00
Software Sales Tax		\$0.00	\$0.00
TOTAL 3rd Party Software with sales tax			\$0.00

SCHEDULE C PAYMENT SCHEDULE

Deliverable Number	Deliverable Description	Due Date	Total Payment
1	Hardware (Integration Boxes)		\$6,555.00
2	Integration Services - Data Acceptance for I/LEADS		\$38,557.50
3	Integration Services - Data Acceptance for LawRECORDS/RMS		\$38,557.50
4	Integration Services - Data Acceptance for RIMS		\$34,807.50
5	Integration Services - Data Acceptance for LawRECORDS/JMS		\$18,750.00
6	Integration Services - Data Acceptance for IJS		\$18,750.00
7	Integration Services - Data Acceptance for Parking Citations		\$18,750.00
8	Integration Services - Data Acceptance for Traffic Citations		\$18,750.00
9	Integration Services - Refresh Acceptance for I/LEADS		\$12,852.50
10	Integration Services - Refresh Acceptance for LawRECORDS/RMS		\$12,852.50
11	Integration Services - Refresh Acceptance for RIMS		\$11,602.50
12	Integration Services - Refresh Acceptance for LawRECORDS/JMS		\$6,250.00
13	Integration Services - Refresh Acceptance for IJS		\$6,250.00
14	Integration Services - Refresh Acceptance for Parking Citations		\$6,250.00
15	Integration Services - Refresh Acceptance for Traffic Citations		\$6,250.00
16	Year One Integration Services maintenance and support		\$35,884.50
17	Additional Training Services		\$38,000.00
18	WEB Training Services		\$3,000.00
Total			\$332,669.50

EXHIBIT 1(h) PROJECT HARDWARE SPECIFICATIONS

	Integration Box (Desktop)
Item	Dell OptiPlex 960 Small Form Factor
Quantity	1
Processor	Intel Core 2 Duo E8400
Clock Speed	3Ghz, 6M, 1333Mhz FSB
Memory	4GB DDR2 Non-ECC SDRAM, 800Mhz
Memory Configuration	2 DIMM
Hard Drive	2x160GB 7200 RPM SATA 3.0Gb/s & 8MB DataBurst Cache
HDD Configuration	RAID-1
Operating System	Windows 7 Professional (64-bit)
Maintenance	2U Shelf, 19" Rack Shelf, 13Inches deep

EXHIBIT 2(a) STATEMENT OF WORK

Description
Hardware Installation (responsibility of the Customer)*
MOU (responsibility of the Customer)
Preliminary Discussions with agency
Create MOU Document
Project Management (See Schedule 2b)
Create Preliminary Project Plan
Kick-off Meetings
Create Working Plan (based on information from kick-off meetings)
Software Installation (See Schedule 2c)
Maintenance Services
Integration Services (See Schedule 2d)
Training
Final System Acceptance

** Timeframe for COPLINK installation and integration is dependent on availability of essential onsite hardware and software, as well as access to data sources to be migrated. Within three weeks from the date KCC receives all data, a project schedule will be provided to the Customer.*

**EXHIBIT 2(b)
STATEMENT OF WORK
PROJECT MANAGEMENT**

Tasks	Effort (days)	Agency Assistance (hours)
Plan and Conduct Kick-off Meetings	0	0
Create Progress Reports	0	0
Create Project Plan	0	0
Assigned Task	0	0

Deliverables	Frequency
Plan and Conduct Kick-off Meetings	Bi-weekly
Project Plan	Monthly

**EXHIBIT 2(c)
STATEMENT OF WORK
SOFTWARE INSTALLATION SCHEDULE**

Task Description	Effort (days)	Agency Assistance (hours)
Installation begins ONLY after the hardware (Web, migration and database servers) has been installed		
Software Installation	0	0
KCC Access to servers established (VPN & Remote Desktop)	0	0
Install COPLINK application software with demo database	0	0
Install Remote Access Monitors (RAM)**	0	0
Perform software acceptance test with demo data	0	0
Install Initial Production COPLINK database*	0	0
Established refresh for initial production COPLINK database	0	0
Software Acceptance	0	0

Deliverables	Frequency
Software Acceptance test plan	Twice

**Initial Production COPLINK database has one or more of the first data sets listed in Exhibits 1(d) or 1(e).*

***RAM will send messages to servers at KCC offices in Tucson, AZ.*

EXHIBIT 2(d)
STATEMENT OF WORK
DATA SOURCE INTEGRATION SCHEDULE

Task Description	Effort (days)	Agency Assistance (hours)
Work begins on a data source ONLY when a historical backup of the data and sample documents from the system are received at KCC facilities (database schemas and data dictionaries are not sufficient to map the data).		
Data Source Integration	50	
Load/restore/input data source from historical backup	2	
Analyze data source	6	4
Map data source to COPLINK	26	
Design/create/review maps and design refresh mechanism	21	
Map lookup values	5	
<i>Migrate data (computer processing time, possibly a subset)</i>		
Internal QA	6	
KCC SME's review the data in COPLINK	1	
Fix issues from QA review	5	
<i>Migrate data (possibly a subset)</i>		
Data Validation	3.5	
Perform DV test with the agency	0.5	3 (x4 persons)
Fix issues from DV test	3	
<i>Migrate data (full data set)</i>		
Data Acceptance	0.5	2 (x4 persons)
Load data into production COPLINK database	1	
Establish data refresh	5	8
Refresh acceptance	0.5	8

Deliverables	Frequency
Data validation form	Each system
Data acceptance letter	Each system
Refresh acceptance letter	Each system

Notes:

1. *Effort is the amount of labor time not elapsed time.*
2. *Migrate Data is the step of converting the historical data from the source backup into the COPLINK database. The estimation of the migration time will be determined after analyzing the data source to determine size and complexity. Based on previous data sources, the data will load at a rate between 15,000 to 20,000 records per day.*
3. *Both Data Validation and Data Acceptance forms are in Exhibits 4(a) and 4(b), respectively.*
4. *All testing with the agency will be done via conference call bridge and Webex software.*

If agencies of like source systems (i.e. Visionair, Tiburon, etc...) can be done- analyzed and mapped-at the same time, the duration of each data source could be reduced by approximately 10 days.

EXHIBIT 3 TRAINING

KCC will provide standard training for 15 authorized users. Since the COPLINK Solution Suite is intended for use by officers, deputies, troopers, detectives, investigators, agents, and analysts, this training is designed to assist them in acquiring a working familiarity with the Solution Suite function in relation to their duties.

The following will be covered in the two days of training:

- History, overview, and design of the COPLINK system.
- Discussion and demonstration of program functions and modules to include explanation of the Graphical User Interface, Detect, Incident Analyzer, Active Agent, and Visualizer.
- Familiarization with Graphical User Interface.
- How to maneuver the application.
- Familiarization and use of query tools.
- Creating and conducting queries.
- Reducing result sets through filtering.
- Creating and conducting Basic and Refined Searches.
- Function of Visualizer and Incident Analyzer within Detect.
- Hands-on program use on real world police scenarios.

COPLINK user training program provides KCC training staff, onsite with fifteen (15) laptop computers installed with the COPLINK training environment for use during first day training. To support this training, the Customer must provide a class room suitable for fifteen (15) trainees, plus two KCC Training Specialists, as well as connection to the Internet and connections to a large screen monitor or overhead projector. Facilities such as restroom and break room are also required.

Standard First Day Training consists of:

- Eight hours on the KCC environment. The training is interactive with the class. There will also be a PowerPoint presentation to assist the students with each step as well as hands-on assistance from COPLINK Training Specialists.
- To support first day training, the Customer will receive one electronic copy of COPLINK User Manuals, Fast Track Guide, Student User Guide and FAQ list. Also, hard copies of the User Manual will be provided to all students.

Standard Second Day Training for users is six hours. The second day is a workshop session that will consist of:

- Working scenarios created by COPLINK Training Specialists using the COPLINK database created for the Customer.
- After training in the working scenarios, students are invited to examine actual cases they are invited to bring with them, assisted by the COPLINK training specialists all of whom are retired Tucson Police Investigative Personnel.

This second day of training requires that students have access to fifteen (15) computers operating the COPLINK application with access to the Customer's COPLINK database. Therefore, training is not scheduled until the deployment project has reached Data Acceptance.

Following the second day training for users will be two-hour Admin Module training for system administrators. This training consists of:

- Learning how to access the Admin Module.
- Learning how to add, update and delete users and user groups.

Additional module training is provided by Web-X in two-hour increments at a rate of \$250 per hour for each of the modules in this contract. This training is not included in the standard training program and will be assessed as an additional service. In this contract the modules included for training are:

1. Module
2. Module
3. Module

Additional Training consists of: Any on-site or web-x sessions not already listed in Exhibit 3. This will be

provided at an additional charge.

EXHIBIT 4 MAINTENANCE SERVICES AGREEMENT

KCC will provide the following maintenance and support services during the term of this Agreement:

MAINTENANCE SERVICES: KCC will provide the Customer the following under the Maintenance Program:

- (a) No-cost telephone support for technical issues. Standard support is available from 8:00 am to 5:00 pm (Mountain Standard Time) on regular business days (holidays and weekends excepted). Enhanced support is available at anytime.
- (b) No-cost e-mail support for technical issues.
- (c) No-cost for all published patches and system-wide bug fixes.
- (e) No-cost updated COPLINK self-paced learning program whenever an update is issued. This assumes that Customer has licensed the self-paced learning module.
- (d) Non-warranty related program errors (once the initial warranty period has elapsed.)

SERVICE LEVEL: KCC support staff will assign a KCC issue number and a tentative schedule for resolving any technical support issue:

Standard support: within one business day of receipt.

Enhanced support: within two hours of receipt.

UPDATES: Minor version product updates and software patches to purchased system components will be provided as part of the Annual Maintenance Agreement.

ONGOING MAINTENANCE: All maintenance costs are based on the assumption that KCC will have VPN and Remote Desktop access to the COPLINK servers and that KCC's proprietary remote access monitoring (RAM) system will be installed on the servers and have the ability to send data to the listening service at the KCC Tucson offices. For license fee maintenance, Customer agrees to assume ongoing maintenance fees 90 days from Purchase Order date. For integration services, Customer agrees to assume ongoing maintenance fees after the data acceptance test when the data source is in production.

SPECIFIC INCLUSIONS

The Maintenance and Support Services provided hereunder shall specifically include the following:

1. Correction of defects in the maps that are not caused by changes to the underlying source such as missing contracted mapping elements
2. Refresh monitoring services
3. 10 hours of effort (annually) per data source to correct existing maps to documents due to changes in the underlying source (ie. version changes or customizations)

SPECIFIC EXCLUSIONS:

The Maintenance and Support Services provided hereunder shall specifically exclude the following:

1. All major version upgrades of Coplink software.
2. Modifications in or to the underlying data sources that provide information to the COPLINK system via the migration program without prior written notification of:
 - a. All changes and upgrades such as any change to the database platform such as a switch from AS/400 to SQL Server, any additional modules to the underlying source such as a Citation module, and any modifications that would require a redesign of the refresh mechanism.
 - b. Bulk operations on data sources
 - c. Scheduled downtime
3. Any hardware or third-party software not under the direct control of KCC.
4. Additions or enhancements to the original maps that passed Data Acceptance

TECHNICAL SUPPORT PROCEDURES:

- **Hours of Technical Support:** Ordinary Technical support for the Coplink system is available on regular business days (Monday through Friday, excluding holidays) from 8:00 am to 5:00 pm, Mountain Standard Time. Please note that Arizona does not switch to Daylight Savings Time.
- **Method of contacting Knowledge Computing Corporation:** The Customer will identify not more than three (3) staff members from each organization participating in the project who have the authority to make requests for technical support. One alternate person may be appointed who shall

have the authority to contact technical support in the absence of or unavailability of the regular contact persons.

- **Methods of Reporting Technical Support Issues:** Customer may report technical support issues via:
 - Telephone call to the KCC offices: (520)-574-1519 or (877)-522-9599
 - Email sent to support@coplink.com
- **Problem Description:** KCC technical support personnel will log the technical support call and request sufficient information to determine exactly what type of problem is being reported.
- **Problem Determination:** KCC will respond within one business day to all requests for technical support with a plan outlining the process KCC intends to follow to resolve the problem. KCC classifies reported problems as one of four levels. Severity Levels are detailed below:
 - **Severity Level 1 (Critical Problem)** The System is unavailable, resulting in a critical impact to operations that require fast resolution.
 - **Severity Level 2 (Major Problem)** Designated users can access the System; however material functions are not available.
 - **Severity Level 3 (Minor Problem)** Designated users can access the System, and one or more of the less important functions are not available resulting in a minor impact.
 - **Severity Level 4 (Minor Problem/Enhancement Request)** The impact is insignificant to users, and the Parties agree that problem resolution will require new functionality or an enhancement to be made at a mutually agreed upon date.
- The description of the Problem Severity Level is found in the following table, along with the mitigation procedure.

Severity Level	Target Response Time (Normal Business Hours)	Frequency of Report on Issue Status	Target Issue Resolution Time
1	1 hour	Hourly	24 hours
2	1 hour	Daily	48 hours
3	1 day	Every 2 days	5 days
4	2 days	Monthly	As scheduled

- **Program Code Error (“Bug”) Determination:** KCC will attempt to replicate the problem described in the technical support request following the steps used by the Customer. Non-reproducible problems will not be considered bugs.
- **Problem Resolution:** Upon determination that the technical support issue is a program code error, KCC will so report to the Customer and present a KCC issue number and a mitigation strategy to resolve the problem along with a tentative time line for problem resolution.
- **Report to Customer:** Upon resolution of the technical support issue KCC will provide the Customer with a synopsis of the issue, the findings of the KCC technical support staff and the final resolution of the problem.
- **Program Patches and Updates:** Customer will receive any applicable program patches and updates as they become available.

Updated: September 2009

EXHIBIT 5(a)

DATA VALIDATION TEST PLAN

At the end of the Agency Data Review, a Data Validation session is arranged with the Agency. This session is to verify that the information displayed in the COPLINK application correctly corresponds with the content of the agency's dataset(s). This is a side-by-side comparison of source data records and the COPLINK conversion.

Agency representatives requested to attend the Data Validation session are:

- A Records Department representative
- An end user representative - such as a Crime Analyst or Investigator
- An IT representative
- Optional is a Command representative - i.e., a representative who has the authority to make command-level decisions about data conversion

Agency representatives are expected to have access to all relevant data systems during the Data Validation session in order to accurately compare the COPLINK converted data and the data contained in the agency's system(s).

This validation process is typically handled using a conference call and meeting software such as Go2Meeting in order to demonstrate and evaluate the conversion of the agency's dataset(s). Five (5) documents from the Agency system are compared with five (5) documents in COPLINK, for each document type that KCC will convert. This is considered sufficient to ensure the conversion has accurately migrated the data between the Agency and COPLINK systems. For example, if KCC will convert Reports, Traffic Collisions and Pawns from the agency's system, then compare five (5) Reports, five (5) Traffic Collisions and five (5) Pawn Tickets.

This is a very thorough process, usually taking up between one and three hours, but no longer than four hours. All stakeholders should be present, since no subsequent testing sessions will be scheduled. Once this has been completed, KCC engineers evaluate any inconsistencies revealed by the test. These inconsistencies are documented on a Data Validation form as potential issues and are categorized as "production blockers" and "non-production blockers".

Data Validation / Types and Sets						
Data Type/Set	In Scope	Analysis Findings				Notes
RMS/Pawns	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK	<input type="checkbox"/> DNE	<input type="checkbox"/> Empty	<input type="checkbox"/> Alien	
RMS/Registered Offenders	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK	<input type="checkbox"/> DNE	<input type="checkbox"/> Empty	<input type="checkbox"/> Alien	
RMS/Field Interviews	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK	<input type="checkbox"/> DNE	<input type="checkbox"/> Empty	<input type="checkbox"/> Alien	
RMS/Gangs	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK	<input type="checkbox"/> DNE	<input type="checkbox"/> Empty	<input type="checkbox"/> Alien	
RMS/Crash	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK	<input type="checkbox"/> DNE	<input type="checkbox"/> Empty	<input type="checkbox"/> Alien	
RMS/Crime Reports	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK	<input type="checkbox"/> DNE	<input type="checkbox"/> Empty	<input type="checkbox"/> Alien	
JMS/Bookings	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK	<input type="checkbox"/> DNE	<input type="checkbox"/> Empty	<input type="checkbox"/> Alien	
JMS/Visitors	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK	<input type="checkbox"/> DNE	<input type="checkbox"/> Empty	<input type="checkbox"/> Alien	
JMS/Mugs	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK	<input type="checkbox"/> DNE	<input type="checkbox"/> Empty	<input type="checkbox"/> Alien	
CAD/Dispatches	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK	<input type="checkbox"/> DNE	<input type="checkbox"/> Empty	<input type="checkbox"/> Alien	
Court/Citations	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK	<input type="checkbox"/> DNE	<input type="checkbox"/> Empty	<input type="checkbox"/> Alien	
Court/Injunctions	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK	<input type="checkbox"/> DNE	<input type="checkbox"/> Empty	<input type="checkbox"/> Alien	
Court/Warrants	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK	<input type="checkbox"/> DNE	<input type="checkbox"/> Empty	<input type="checkbox"/> Alien	
DMV/Drivers License	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK	<input type="checkbox"/> DNE	<input type="checkbox"/> Empty	<input type="checkbox"/> Alien	
DMV/Vehicle Registrations	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK	<input type="checkbox"/> DNE	<input type="checkbox"/> Empty	<input type="checkbox"/> Alien	
AFIS/Identity Records	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK	<input type="checkbox"/> DNE	<input type="checkbox"/> Empty	<input type="checkbox"/> Alien	
Ballistics/Ballistics Records	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK	<input type="checkbox"/> DNE	<input type="checkbox"/> Empty	<input type="checkbox"/> Alien	
LPR/Plate Reading	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK	<input type="checkbox"/> DNE	<input type="checkbox"/> Empty	<input type="checkbox"/> Alien	
Stand-Alone Arrest Records	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK	<input type="checkbox"/> DNE	<input type="checkbox"/> Empty	<input type="checkbox"/> Alien	
Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK	<input type="checkbox"/> DNE	<input type="checkbox"/> Empty	<input type="checkbox"/> Alien	

Data Validation Form

Project Name: _____

Agency Name: _____

Data Source Name: _____

1. The Agency and KCC have conducted a Data Validation session consisting of side-by-side comparisons of actual documents as they appear in the source system and in COPLINK. The accuracy of this process is proportional to the number of documents examined. The Agency agrees that the sample size examined was sufficiently large to satisfy their particular quality requirement.
2. The accuracy of the Data Validation session also depends on the participants involved. The Agency has involved sufficient representation from some or all of their records, data entry, IT, command and end-user communities.
3. The Agency understands that any additional data mapping issues not identified during the Data Validation session will require change orders, could incur time and material costs to resolve and might not be resolved until after the data source is in production and the project has entered the maintenance phase.
4. Issues identified as **blocking defects** during this Data Validation session will be resolved by KCC and demonstrated as fixed during a subsequent Data Acceptance session. The data being examined during this Data Validation session will not be moved into the production COPLINK database before Data Acceptance.
5. Issues identified as **acceptable defects** during this Data Validation are to be resolved after this data source has been merged into the production database.

Blocking Defect #s: _____
(see attached issue report forms for details)

Acceptable Defect #: _____
(see attached issue report forms for details)

Agency Signature: _____

Agency Name: _____

Date: _____

Data Validation Issue Report

Reported by: _____

Steps to reproduce issue: *(Include document number, person name/DOB/identifiers which illustrate a specific example, when possible.)*

Explain what you *expected* to see:

Explain what you *actually* saw:

This issue represents: *(choose one)*

- A Blocking Defect (data should not be merged into production COPLINK and shared with other agencies until the issue is resolved.)
- An Acceptable Defect (data can be merged into production before the issue is corrected, but the issue should be resolved at the earliest opportunity.)

KCC Issue Tracking Number: _____
(May be assigned during or after data validation session)

EXHIBIT 5(b)
DATA ACCEPTANCE LETTER

NOTE: Data Acceptance Letter must be received from Agency by KCC within seven (7) calendar days of Data Acceptance Session. Failure to submit this letter within the prescribed period will be interpreted as Agency acceptance, and migration to the COPLINK database will proceed accordingly.

Project Name: _____

Agency Name: _____

Data Source Name: _____

Data Acceptance Session (mm/dd/yyyy): _____ / _____ / _____

1. The Agency agrees that the Data Acceptance Session has demonstrated that all **blocking defects** identified during the Data Validation Session have been resolved, and authorizes moving this data source into the production COPLINK database for sharing with other agencies.
2. The Agency understands that issues identified as **acceptable defects** during Data Validation are to be resolved after this data source has been merged into the production database.

Please choose only one:

There are no defects identified for this data source.

Acceptable Defect Tracking Numbers:

Agency Signature: _____

Agency Name: _____

Date (mm/dd/yyyy): _____ / _____ / _____

EXHIBIT 6(a) DATA REFRESH TEST PROCEDURE

#	Test Action	Expected Result	Pass/Fail
Add New Documents			
1	Create a test document in source system	Document will flow into COPLINK after next refresh cycle.	
Changes to Existing Documents			
2	Add objects to test document. Add a new person to the test document created in step 1.	New person will appear in COPLINK'S copy of the document after the next refresh cycle.	
3	Modify objects in test document. Modify some attribute of a person in the test document.	Modification will be reflected in COPLINK'S copy of the document after the next refresh cycle.	
4	Delete objects in test document. Delete some person from the test document.	The person will no longer appear in COPLINK'S copy of the document after the next refresh cycle.	
Delete Documents			
5	Delete the test document.	The test document will no longer appear in COPLINK after the next refresh.	

EXHIBIT 6(b)
DATA REFRESH VALIDATION FORM

Project Name: _____

Agency Name: _____

Data Source Name: _____

1. The Agency and KCC have conducted a Data Refresh session consisting of a test plan (schedule 6a) that compares documents as they appear and are modified in the source system and then are refreshed in COPLINK. The accuracy of this process is proportional to the number of documents examined. The Agency agrees that the sample size examined was sufficiently large to satisfy their particular quality requirement.
2. The accuracy of the Data Refresh session also depends on the participants involved. The Agency has involved sufficient representation from some or all of their records, data entry, IT, command and end-user communities.
3. The Agency understands that any additional data refresh issues not identified during the Data Refresh session will require change orders, could incur time and material costs to resolve and might not be resolved until after the data source is in production and the project has entered the maintenance phase.
4. Issues identified as **blocking defects** during this Data Refresh session will be resolved by KCC and demonstrated as fixed during a subsequent Data Refresh session. The data being examined during this Data Refresh session will not be moved into the production COPLINK database before Data Refresh Acceptance.
5. Issues identified as **acceptable defects** during this Data Refresh are to be resolved after this data source has been merged into the production database.

Blocking Defect #s: _____
(see attached issue report forms for details)

Acceptable Defect #: _____
(see attached issue report forms for details)

Agency Signature: _____

Agency Name: _____

Date: _____

**EXHIBIT 6(c)
REFRESH ACCEPTANCE LETTER**

Project Name: _____

Agency Name: _____

1. The Agency and KCC have conducted the Refresh Test Procedure consisting of a test plan (schedule 6a) that compares documents as they appear and are modified in the source system and then are refreshed in COPLINK. The accuracy of this process is proportional to the number of documents examined. The Agency agrees that the sample size examined was sufficiently large to satisfy their particular quality requirement.
2. The accuracy of the Refresh Test Procedure also depends on the participants involved. The Agency has involved sufficient representation from some or all of their records, data entry, IT, command and end-user communities.
3. The Agency understands that any additional refresh issues not identified during the Refresh Test Procedure will require change orders, could incur time and material costs to resolve and might not be resolved until after the data source is in production and the project has entered the maintenance phase.
4. The Agency agrees that the Refresh Test Procedure has demonstrated that all, if any, issues identified during the Refresh Test Procedure have been resolved, and authorizes moving this data source into the production COPLINK database for sharing with other agencies.

Agency Signature: _____

Agency Name: _____

Date: _____

EXHIBIT 7

COPLINK SOFTWARE END-USER LICENSE AGREEMENT (EULA)

The term "Software" includes and these terms and conditions also apply to any updates, modifications and upgrades to the Software that County may receive from time to time. By installing the Software County accepts and agrees to the terms of this License. If County does not agree to the terms of this Software End-User License Agreement County is not authorized to use the Software. This License constitutes the entire agreement concerning the Software between County and KCC and it supersedes any prior proposal or representation.

1. RIGHTS AND LIMITATIONS.

- a) General.** The Software is licensed, not sold. KCC hereby grants to County a perpetual, non-exclusive and non-transferable license to use any and all COPLINK Software provided to County under this License in accordance with the terms and conditions set forth herein. The Software is protected by copyright laws as well as by other intellectual property laws. The Software and any copies that County are authorized by KCC to make are the intellectual property of and are owned by KCC. The structure, organization and code of the Software are the valuable trade secrets and confidential information of KCC. This License grants County no rights to use such content.
- b) Restricted Rights Notice.** The Software provided under this License is provided with RESTRICTED RIGHTS. Use, duplication or disclosure is subject to restrictions set forth in this License.
1. County agree that County will not sublicense, assign, transfer, pledge, lease, rent or share County's rights under this License other than to allow use of the Software by authorized individuals accessing the COPLINK system node on which the Software is installed.
 2. County agrees that County will not modify, adapt, disassemble, decompile, reverse engineer, translate or otherwise attempt to discover the source code of the Software.
 3. County may not modify the Software or create derivative works based upon the Software. The Software is licensed as a single product. Its component parts may not be separated for use on more than one computer.
 4. County must maintain all copyright notices on all copies of the Software.
 5. County may not distribute copies of the Software to third parties.
 6. County may not export the Software to any country, entity or person to which export would be illegal.
 7. All rights not expressly granted are reserved by KCC.
- c) KCC's Rights.** County acknowledges and agrees that the Software and Documentation are proprietary products of Knowledge Computing Corporation under copyright law and disclosed to County by KCC in confidence. County shall take all reasonable steps to safeguard the Software. KCC owns and will retain all copyright, trademark, trade secret and other proprietary rights in and to Software. This License conveys to County only a nonexclusive and limited right of use, revocable in accordance with the terms and conditions of this License. In the event that County fails to comply with any terms and/or conditions hereof, this License shall terminate automatically and KCC shall be entitled to all remedies in accordance with applicable law.

d) Other Limitations. This license is further limited as follows:

1. The Software may not be used by County for any other purpose than that set forth herein, including without limitation, designing or developing any products to be sublicensed or distributed by or on behalf of County or the National Institute of Justice.
2. The License granted to County hereunder shall be a license to use the machine readable object code only, and shall specifically exclude source code; County shall allow only authorized users to access the COPLINK System software and use the services of the Software.

2. WARRANTIES.

a) Material Errors. KCC warrants that if during the ninety (90) day period after installation and/or the duration of any extended warranty, County notifies KCC that the Software contains an error that materially and adversely affects County's law enforcement activities, KCC will at no cost to County use its best efforts to either correct the error or provide a reasonable workaround for such error. KCC does not warrant that the functions contained in the Software will meet County requirements, nor that the operation of the Software will be uninterrupted or error-free. The warranties set forth in this Section do not cover any copy of the Software that has been altered or changed in any way by County or any authorized user.

During the warranty period KCC will provide changes to the software mutually agreed upon by the parties for software troubleshooting and program code debugging only. No customization of the COPLINK System products will occur beyond that stated unless otherwise noted in a separate agreement. The warranty does not include any updates to the software that are not the result of errors.

b) Exclusions. KCC is not responsible for problems caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which Customer has authorized KCC to install the KCC Software, nor is KCC responsible for problems that occur as a result of the use of the KCC Software in conjunction with software of third parties or with hardware that is incompatible with the operating system for which the KCC Software is being installed.

c) Limitations. ANY IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. The warranties contained in this section are made in lieu of all other warranties whether oral or written. Only an authorized officer of KCC may make modifications to this warranty or additional warranties binding KCC, and any such modifications or additional warranties must be in writing and must be approved by County. Approval shall not be unreasonably withheld.

d) Java™ Support. The software product may contain support for programs written in Java™. Java™ technology is not fault tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of Java™ technology could lead directly to death, personal injury, or severe physical or environmental damage.

3. INDEMNIFICATIONS.

- a) **Claim and Action.** In the event of any such claim or action for copyright infringement against the County, KCC shall have the option to either:
1. Modify the software so as to render it non-infringing so long as it continues to conform to the specifications and warranties herein; or
 2. Procure for County the right to continue using the software.
- b) **Contingencies.** Any such indemnification under this Section shall be contingent upon:
1. County promptly notifying KCC in writing of any claim or action of which indemnification is sought;
 2. Immediately ceasing use of the software upon notice of any such claim or action; and
 3. Affording to KCC sole control of the defense or settlement of any such control or action.

4. MISCELLANEOUS PROVISIONS.

- a) **Applicable Law.** If County acquired the Software in the United States, this EULA is governed by the laws of the State of California.
- b) **Modifications.** This License may only be modified by a written amendment signed by persons duly authorized to enter into contracts on County's behalf and KCC.
- c) **Waiver.** The failure of either party of this License to take affirmative action with respect to any conduct of the other, which is in violation of the terms of this contract, shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.
- d) **Withdrawal by Individual Agency.** Should one or more agencies contributing to a COPLINK Node information sharing system withdraw, KCC will modify the existing migration and mapping from those agencies to the COPLINK node or data warehouse to exclude future refresh of data from those agencies. Such modification will be covered as part of the annual maintenance so long as the remaining agencies' data remains in the COPLINK node. If an agency wishes to remove data previously migrated to the COPLINK node or data warehouse, KCC will bill the fiscal agent for the COPLINK node for time and materials related to this activity.
- e) **Use of Names and Trademarks.** County shall have the right to use the trademarks and name of KCC, but shall not have the right to use the names of the inventors of the Software without the written consent of the party whose name is desired to be used. COPLINK and other trademarks contained in the Software are trademarks or registered trademarks of KCC. Third party trademarks, trade names, product names and logos may be the trademarks or registered trademarks of their respective owners. County may not remove or alter any trademark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels in the Software. This EULA does not authorize County to use the COPLINK trademark or its licensors' names or any of their respective trademarks.
- f) **Entire Software End-User License Agreement.** No COPLINK reseller, agent or KCC employee is authorized to make any amendment to this License.

All questions concerning this EULA shall be directed to: Knowledge Computing Corporation, 7750 E. Broadway Blvd. Suite 100, Tucson, AZ 85710, Attention: Support Services.