Purchase of Services Agreement

Number of Pages, including schedules: _____

Agreement No. _____

Expiration Date: _____

Authority: Res. _____, 2013-2014

Department: Sheriff's Office_____

Maximum Cost: _____

Registered Agent: _____

Address: _____

_____

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter

referred to as "COUNTY") and Spillman Technologies Inc. (hereafter, "PROVIDER"),

W I T N E S S E T H :

WHEREAS COUNTY, whose address is 115 W. Doty Street, Madison, WI 53703,

desires to purchase services from PROVIDER for the purpose of providing a law enforcement records

management system, related products and maintenance of same; and

WHEREAS PROVIDER, whose address is 4625 Lake Park Blvd., Salt Lake City, UT 84120,

is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

I.   TERM. The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE, provided that PROVIDER is not liable or responsible to the extent delays are caused by COUNTY or by events outside of PROVIDER's reasonable control. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

II.   SERVICES.

      A.   PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.

B.   PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

C.   PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

D.   All software delivered to COUNTY by PROVIDER in connection with the services provided under this Agreement will be licensed under and governed by the terms of the Purchase and License Agreement attached as Exhibit A (the "License Agreement"). Support and maintenance services for such software are governed by the terms of the support agreement between the parties (the "Support Agreement"). In the event of any conflict between the terms of such agreements and this Agreement, the terms of this Agreement will have priority with respect to its subject matter, except that (1) the limitations of liability previously agreed by the parties in the License Agreement will apply to this Agreement, and (2) the indemnity in Section VIII.A below will not apply to any claims related to the functionality or use of, or bugs or errors in, the software provided by PROVIDER, which shall be governed solely by the terms of the License Agreement.

III.   ASSIGNMENT/TRANSFER: PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV.   TERMINATION.

A.   Failure of either party to fulfill any of its obligations under this Agreement in a timely manner, or violation by a party of any of the covenants or stipulations of this Agreement, shall constitute grounds for the other party to terminate this Agreement by giving a thirty (30) day written notice to the breaching party, subject to the breaching party's opportunity to cure the breach during the thirty day notice period.

B.   The following shall constitute grounds for termination, subject to thirty (30) days prior written notice and opportunity to cure the default:

1.   violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.

2.   failure by PROVIDER to carry applicable licenses or certifications as required by law.

3.   failure of PROVIDER to comply with reporting requirements contained herein.

4.   inability of PROVIDER to perform the work provided for herein.

C.   Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in

automatic termination of this Agreement as of the date funds are no longer available, upon written notice to CONTRACTOR.

D.   In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like (excluding PROVIDER's software and related user documentation, including any training materials) prepared, produced or made by PROVIDER during the term of this Agreement solely for benefit of COUNTY under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of set-off.

V.   PAYMENT.   COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference.   Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI.   Reserved.

VII.   DELIVERY OF NOTICE. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered three (3) business days after the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII.   INSURANCE.

A.   PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all third party claims arising from any personal injuries, death, or damages to tangible property caused by the negligence or willful misconduct of PROVIDER, its agents or employees, and PROVIDER will pay any final judgment or amounts agreed in settlement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses to the extent caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The foregoing excludes any claims related to the functionality or use of, or bugs or errors in, the software provided by PROVIDER, which shall be governed solely by the terms of the License Agreement. COUNTY shall notify PROVIDER as soon as reasonably possible if it becomes aware of any claim for which it may be entitled to indemnification under this section, and COUNTY hereby gives PROVIDER full and complete authority and control over the defense of the claim, and shall provide such information and assistance as is necessary to enable PROVIDER to defend, compromise or settle such claim. PROVIDER will pay all costs and attorney's fees incurred in connection with the claim. COUNTY may, at its option and expense, participate in the defense of the claim with separate legal counsel. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

B.   In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's

subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

Commercial General Liability.
PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than $1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

Commercial/Business Automobile Liability.
PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than $1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation.
PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

Umbrella or Excess Liability.
PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

C.   Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in

force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.

D.   The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

IX.   <u>NO WAIVER BY PAYMENT OR ACCEPTANCE</u>. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

X.   <u>NON-DISCRIMINATION</u>. During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth non-discrimination policies as required by law. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI.   <u>CIVIL RIGHTS COMPLIANCE</u>.

A.   If PROVIDER has 20 or more employees and receives $20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than $20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.

B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports reasonably required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.

C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.

D. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. LIVING WAGE.

A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, who will be performing services on-site at COUNTY's facilities, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane County Ordinances. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services on or under this Agreement or subcontract.

B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.

C. PROVIDER agrees to submit to COUNTY a certification as required in section 25.015(7) of the Dane County Code of Ordinances.

D. PROVIDER agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.

E. PROVIDER shall ensure that any subcontractors comply with the provisions of this section.

F. The following are exemptions from the requirements of this section:

1. When the Maximum Cost of the Agreement is less than $5,000;
2. When the provider is a school district, a municipality, or other unit of government;
3. When the County is purchasing residential services at an established per bed rate;
4. When employees are persons with disabilities working in employment programs and the provider holds a current sub-minimum wage certificate issued by the

U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;

5. When an individual receives compensation for providing services to a family member;

6. When employees are student interns;

7. When the provider meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane County Code of Ordinances; and

8. Where the contract is funded or co-funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.

XIII. DOMESTIC PARTNER EQUAL BENEFITS. The PROVIDER agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The PROVIDER agrees to make available for County inspection the PROVIDER's payroll records relating to employees providing services on or under this contract or subcontract. If any payroll records of a PROVIDER contain any false, misleading or fraudulent information, or if a PROVIDER fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

XIV. COMPLIANCE WITH FAIR LABOR STANDARDS.

A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).

XV. MISCELLANEOUS.

A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

D.   Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

E.   Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

F.   Interpretation of Agreement, its Schedules, Exhibits and Attachments. If there is a conflict between the provisions of this Agreement and any of its exhibits and/or attachments and/or supporting documents, including license agreements, the terms of this Agreement shall supersede all others, and the terms of Schedule A of this Agreement shall have second priority and supersede all terms except those of this Agreement.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

Date Signed: 5/1/14 _____

_____
Chris Kellett, CFO

* * *

FOR COUNTY:

Date Signed: _____

_____
JOSEPH PARISI, County Executive

Date Signed: _____

_____
SCOTT MCDONELL, County Clerk

* [print name and title, below signature line of any person signing this document]

rev. 11/08

Schedule A

1. Spillman Technologies (PROVIDER) shall provide an upgrade to the County's current licensed version of the Summit Records Management System from version 4.6 to version 6.3.   The upgrade will be for all of the modules currently licensed to the COUNTY and will be done with no additional cost to the COUNTY.

2. COUNTY shall purchase additional Summit 6.3 modules including: Geobase, Pin Mapping, Sex Offender, Spillman Touch, DL Scanning, Inmate Tracking, Spillman Mobile, & Spillman Dashboard. A "Purchasing and License Agreement" is attached hereto as Attachment A. COUNTY agrees to terms of the licensing agreement except where the terms of the Agreement are in conflict. Terms of the Agreement supersede, and Terms of Schedule A to the Agreement have second priority in supersession.

3. In addition to the added modules, COUNTY shall purchase interfaces between Spillman 6.3 and WIJIS and DA Protect.

4. PROVIDER shall configure and install new interfaces (WIJIS and DA Protect) and update any existing interfaces to function properly with Summit 6.3. Provider will work closely with third party vendors who interface with Spillman and provide documentation and support as existing interfaces are updated.

5. COUNTY shall purchase a Server based on PROVIDER Specifications in order to deploy Spillman 6.3 on a Linux Server.

6. PROVIDER shall be responsible for server/data migration as described in Exhibit D.

7. PROVIDER shall assign a Project Manager to the Dane County/Spillman Implementation.

    a. The Project Manager will be assigned to the project through final acceptance.
    b. Project manager shall meet with the County Project manager on a mutually agreed upon schedule either by telephone or in person throughout the duration of the project.
    c. COUNTY may seek removal of PROVIDER's Project Manager and PROVIDER will comply with any such request. Provider and COUNTY shall mutually agree on any replacement of the project manager.
    d. COUNTY may withhold payment to PROVIDER for failure to provide a project manager for the entire term of the project.

8. PROVIDER shall timely complete all activities detailed in the Statement of Work Plan, attached hereto as Exhibit C.

9. No changes shall be made to the terms of the Agreement or any of its attachments or exhibits except by written addendum to this contract.

10. PROVIDER shall conduct on-site training for COUNTY personnel based on the agreed upon training plan as set forth herein Exhibit G. Training will be for approximately 25 weeks which equates to at least 75 days of training. No changes shall be made in the training schedule except as set forth writing upon mutual agreement of the COUNTY and PROVIDER project managers.

11. An implementation schedule is attached hereto as Exhibit E. Final dates will be determined during meetings with the COUNTY and PROVIDER's assigned project managers during the kickoff meeting. No changes shall be made in the implementation schedule except as agreed to in writing and mutual agreement by both the COUNTY and the PROVIDER.

12. PROVIDER and COUNTY agree to the terms of the Maintenance and Support Agreement, attached hereto as Exhibit B, except as superseded as provided herein. No changes shall be made to the Maintenance and Support Agreement except as agreed to in writing and mutual agreement by both the COUNTY and the PROVIDER.

13. COUNTY plans to install Spillman Server software on a VMWare Virtual Server running an instance of the Linux Operating System, and publish the Spillman Client software in a Citrix environment on a virtual desktop using application virtualization. In order to facilitate a proof of concept, Spillman shall remotely install the Server software in a COUNTY test server environment and provide COUNTY with the latest release of the Spillman Client within 45 days of COUNTY's request to allow COUNTY to test the preferred method of installation.

Schedule B

Software and Services

Spillman Modules	Cost
Geobase	$84,811
Pin Mapping	$45,177
Sex Offender	$35,222
Spillman Touch	$50,352
Driver's License Scanning	$44,942
Inmate Tracking (if during implementation County does not find Inmate tracking functional for their needs, Provider will credit County cost of this module.)	$42,156
Total:	**$302,660**

Spillman Mobile	Cost
Mobile Records –Site License	$102,304
Mobile State & National Queries – Site License	$49,537
Mobile Law and Field Interview Forms – Site License	$75,804
Spillman Mobile Total:	**$227,645**

Spillman Dashboard	Cost
CompStat Dashboard	$80,631
Community Dashboard	$35,406
Spillman Dashboard Total:	**$116,037**

Interfaces (see exhibit C for TPD)	Cost
WIJIS Interface	$16,145
DA Protect	$14,550
Interfaces Total:	**$30,695**

Software Total: $677,037

Professional and Implementation Services

- Spillman kickoff meeting to allow end users to see the new enhancements and products
- Spillman install team to train and assist with the Geobase setup
- Estimated 25 weeks of on-site end user training for the entire department, which equates to at least 75 full days
- 3 weeks of Go-live assistance from Spillman trainers and project manager
- Follow-up training provided approximately 3-6 months after Go-live

Services Total:	$238,226

Server Migration

- See Exhibit D for Server Migration details
- Spillman personnel on-site to perform cutover
- Spillman Engineer verifies with users that functionality is as expected

Server Migration Total:	$24,455

Pricing – Summary

Inclusions	Price
Total Software Cost	$677,037
Total Professional Services Cost	$238,226
Total Server /Data Migration Cost	$24,455
Total Support (first year for additional modules)	Included
Grand Total	$939,718

Optional Items (not included in the total)	Cost
Second Server Support	$8,000/year
BAIR Analytics Interface	$4,200/year
BAIR Analytics Setup (1 time cost)	$2,800/once
BAIR Analytics license	$12,000/Year
Cost of escrow of Beneficiary (Exhibit F)	$800/year

Payment Terms
Dane County agrees to pay the following items based upon the payment terms found below.
- New Spillman modules: Geobase, Pin Mapping, Sex Offender, Spillman Touch, Driver's License Scanning and Inmate Tracking
- Spillman mobile: Mobile Records, Mobile State & National Queries and Mobile Law and Field Interview Forms
- Spillman Dashboard: CompStat Dashboard and Community Dashboard
- WIJIS Interface, DA Protect interface
- Server Migration

Professional and implementation services may be billed upon the completion of the following milestones and will not to exceed $238,226.

Software Payment Milestone		Professional & Implementation Services		Server Migration		Total
Pre-Installation	$203,111	Installation	$40,000	Completion of server migration	$24,455	
Installation	$135,406	Project Team Training	$45,000			
Acceptance	$169,260	End -User Training	$120,226			
Go-live	$169,260	Go-live	$33,000			
Total	$677,037		$238,226		$24,455	**$939,718**

System Acceptance

At Dane County, Spillman and County will conduct acceptance tests on the installed system. Spillman will provide County with its standard acceptance tests for each Spillman application module prior to installation.

With Spillman's assistance, County will conduct functional tests to verify that commands work as intended within mutually developed test scenarios, and that each module and all interfaces, function according to the Acceptance Documents.

In the process of testing the requirements, County will also test specific commands to determine whether the command executes the intended function in the manner expected, the command generates the appropriate acknowledgement message, information transfers correctly, and the commands generate the appropriate error messages when input incorrectly.

During module testing, Spillman and County will track whether requirements pass or fail a test, classifying requirements that test as a "Failure." If a material Failure is identified, it will be documented and Spillman will begin work to correct the Failure. Once a correction is established, Spillman and County will conduct additional testing of that requirement to verify it passes the test. County has the final decision regarding system acceptance, based on User Documentation. System acceptance will not be unreasonably withheld by County

Annual maintenance

Annual maintenance invoices shall include line item detail for maintenance costs by module and a total.

Annual maintenance for the modules owned by Dane County at the time of contract execution will be due in January each subsequent year. A 3% annual increase will apply to the maintenance rates for each of the four years of the contract following the 2015 start date. See table #1.

Annual maintenance for modules purchased via this contract will begin 12 months after go-live of the new modules by the County. Initial term maintenance payments for new modules will be prorated for the remaining 6 months of the year 2016 dependent upon a July 2015 Go-live. See table #2. The prorated portion with then have a coterminous date with the annual maintenance January maintenance payment. See table #3. Pricing listed for initial term will include 12 months plus any months prorated to make the term coterminous. Once the initial term is over, the maintenance for new modules is subject to a 3% annual increase.

Maintenance also includes:
- Two weeks of refresher training 3-6 months after system Go-live.
- Two weeks of refresher training every year included with standard support.
- 24x7x365 support starting from Go-live for the next 12 month period of time. Following this 12 month period, support will then adjust to regular business hours. Regular business hours are Monday through Friday, 9:00 a.m. – 6:00 p.m. CST.

Table #1 - Existing Modules Maintenance

Modules	2014 Maintenance paid January 2014	2015 Maintenance payable January 2015	2016 Maintenance payable January 2016	2017 Maintenance payable January 2017	2018 Maintenance payable January 2018	2019 Maintenance payable January 2019
Hub	$91,231	$39,529	$40,714.87	$41,936.32	$43,194.41	$44,490.24
Civil	$9,319	$3,554	$3,660.62	$3,770.44	$3,883.55	$4,000.06
Evidence barcode	$6,214	$2,132	$2,195.96	$2,261.84	$2,329.69	$2,399.58
Evidence management	$1,862	$4,275	$4,403.25	$4,535.35	$4,671.41	$4,811.55
Inventory	$1,552	$2,132	$2,195.96	$2,261.84	$2,329.69	$2,399.58
Law Records	$3,106	$14,224	$14,650.72	$15,090.24	$15,542.95	$16,009.24
Personnel	$4,659	$4,275	$4,403.25	$4,535.35	$4,671.41	$4,811.55
Traffic	$3,294	$4,275	$4,403.25	$4,535.35	$4,671.41	$4,811.55
TraCS Citations	$9,818	$4,275	$4,403.25	$4,535.35	$4,671.41	$4,811.55
Jail Management	$18,640	$14,224	$14,650.72	$15,090.24	$15,542.95	$16,009.24
Imaging	$5,495	$7,117	$7,330.51	$7,550.43	$7,776.94	$8,010.25
WIBR	$6,214	$8,539	$8,795.17	$9,059.03	$9,330.80	$9,610.72
Statelink	$7,766	$8,539	$8,795.17	$9,059.03	$9,330.80	$9,610.72
TriTech CAD interface	$13,070	$14,270	$14,698.10	$15,139.04	$15,593.21	$16,061.01
Users conference fees	$14,245	$0	$0	$0	$0	$0
Sub Total	**$196,485**	**$131,360**	**$135,300.80**	**$139,359.82**	**$143,540.62**	**$147,846.84**

Table #2 - New Modules Maintenance

Modules	2015 Maintenance paid January 2015	2016 Maintenance paid January 2016	2017 Maintenance paid January 2017	2018 Maintenance paid January 2018	2019 Maintenance paid January 2019
Pin Mapping	$0	$2,137.50	$4,275	$4,403.25	$4,535.35
Sex Offender	$0	$2,137.50	$4,275	$4,403.25	$4,535.35
DL Scanning	$0	$1,066	$2,132	$2,196.96	$2,261.84
Mobile	$0	0	$0	$0	$0
Mobile Law forms	$0	$3,558.50	$7,117	$7,330.51	$7,550.43
Mobile records	$0	$2,719	$5,438	$5,601.14	$5,769.17
Mobile Statelink	$0	$2,719	$5,438	$5,601.14	$5,769.17
Touch	$0	$3,558.50	$7,117	$7,330.51	$7,550.43
Inmate tracking	$0	$3,558.50	$7,117	$7,330.51	$7,550.43
CompStat	$0	$6,180	$12,360	$12,730.80	$13,112.72
Community dashboard	$0	$2,317.50	$4,635	$4,774.05	$4,917.27
WIJIS interface	$0	$1,066	$2,132	$2,195.96	$2,261.84
DA Protect	$0	$680	$1,360	$1,400.80	$1,442.82
Sub Total	**$0**	**$31,698**	**$63,396**	**$65,297.88**	**$67,256.82**

Table #3 - Maintenance Payment Schedule to include both Existing and New Modules

	2015 Maintenance paid January 2015	2016 Maintenance paid January/July 2016	2017 Maintenance paid January 2017	2018 Maintenance paid January 2018	2019 Maintenance paid January 2019
Existing Modules	$131,360.00	$135,300.80 – January	$139,359.82	$143,540.62	$147,846.84
New Modules	$0.00	$31,698.00 - July	$63,396.00	$65,297.88	$67,256.82
TOTAL	**$131,360.00**	**$166,998.80**	**$202,755.82**	**$208,838.50**	**$215,103.66**

Schedule C

See the implementation schedule included as Exhibit E. This includes estimated timelines based on preliminary project milestones as long as contracts are executed by May 15, 2014. Final dates will be determined during meetings with the COUNTY and PROVIDER's assigned project managers during the kickoff meeting.

Any changes in the implementation schedule will be done in writing and by mutual agreement by both the COUNTY and the PROVIDER.

Exhibit A
Spillman®
Purchase and License Agreement

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Purchase and License Agreement

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

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

and

Dane County ("Customer")
115 W Doty St
Madison, WI 53703

Customer desires to purchase from Spillman licenses for certain Spillman software, professional services, maintenance services, and third party hardware, software and services, as set forth in Exhibit B (Purchased Products and Services), and Spillman desires to sell such licenses, services and products to Customer, pursuant to the terms and conditions of this Agreement.

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

Section 1: Definitions

1.1 **"Confidential Information"** means any non-public information provided by either party to the other in connection with this Agreement, including the Software, Spillman's pricing, future product plans, trade secrets; know-how; a party's non-public business and financial information; Customer lists; and any written materials marked as confidential and any other information, including visual or oral information, which reasonably should be understood to be confidential. Confidential Information does not include information that a party can prove: (a) is now or later becomes generally available to the public without fault of the party who received such information; (b) was rightfully in the receiving party's possession prior to its disclosure by the disclosing party; (c) is independently developed by the receiving party without the use of any Confidential Information of the disclosing party; or (d) is obtained by the receiving party without obligation of confidentiality from a third party who has the right to disclose it. Additionally, the receiving party may disclose Confidential Information to the extent required by a judicial or legislative order or proceeding, or by any applicable federal or state open records act or freedom of information act requirements provided that it gives the disclosing party prompt prior notice of the intended disclosure and an opportunity to respond or object to the disclosure, if permissible.

1.2 **"Documentation"** means all written or electronic user documentation for the Software provided by Spillman to Customer.

1.3 **"Software"** means the package of Spillman computer program(s), interfaces and/or data, in machine-readable form only, as well as related materials, including Documentation, identified in Exhibit B (Purchased Products and Services) and Exhibit C (Existing Interfaces – Technical Product Documents) or subsequently licensed by Customer pursuant to the terms of this Agreement. Software also includes all Utilities, modifications, new Releases and Enhancements (as defined in Exhibit A (Maintenance and Support Agreement)). Software specifically excludes Third Party Software not developed by Spillman, but that might be used in conjunction with the Spillman software, such as word processors, spreadsheets, terminal emulators, etc.

1.4 "**Spillman Application Administrator"** means an agent of Customer appointed by Customer, who has been certified on the Software by Spillman, pursuant to the procedures set forth in Section 6 of Exhibit A (Maintenance and Support Agreement), and is able to communicate effectively with Spillman support personnel in the description and resolution of problems associated with the Software.

1.5 **"Utilities"** means the software utilities and tools provided by Spillman as part of the Software, including Spillman's XML Query, ODBC interface and implementation code, ctperl, dbdump, and dbload, as well as any other software utilities provided by Spillman in connection with the Software.

Section 2: Purchases of Professional Services and Third Party Products

2.1 **Professional Services.** Customer agrees to purchase the Spillman professional services listed in Exhibit B (Purchased Products and Services).

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

Section 3: License

3.1 **Grant of License**. In consideration of the payment of the license fees set forth in Exhibit B (Purchased Products and Services), Spillman grants Customer a nonexclusive, non-transferable license to use the Software, subject to the terms of

this Agreement (including the restrictions with respect to Utilities set forth in Section 10).

3.2 **Ownership.** Spillman's Software and all related documentation and materials provided by Spillman are licensed (not sold) to Customer. Spillman retains sole and exclusive ownership of all rights, title, and interest in and to the Software, all related materials, and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights and other intellectual property rights pertaining thereto), subject only to the licenses expressly granted to Customer herein by Spillman, regardless of whether Customer, its employees, or contractors may have contributed to the conception or development of any part of the Software, including enhancements or customized Software. The Software may also include third party software separately licensed to Spillman from third party licensors. Such third party software is sublicensed to Customer and protected pursuant to the terms of this Agreement, and may be used only in conjunction with Spillman's Software. This Agreement does not provide Customer with title or ownership of the Software or any component thereof, but only a limited license. Spillman and its licensors specifically reserve all rights not expressly granted to Customer in this Agreement. Customer must keep the Software free and clear of all claims, liens, and encumbrances.

Section 4: Scope of Rights

4.1 **Location of Software**. Customer may install and use the Software only in Customer's own facilities, including any authorized mobile sites. Customer shall give Spillman two (2) weeks prior written notice of any change in the location of Customer's primary facility where the server-based Software is installed; provided that if an immediate change in location is required due to an emergency or disaster recovery, Customer will notify.

4.2 **Customer Use Only**. Customer may use and execute the Software only for purposes of serving the internal needs of Customer's business, except as specifically set forth in this Agreement.

4.3 **Copies**. Customer may make one copy of the Software in machine-readable, object code form, for backup and archival purposes only, provided that Spillman's copyright notice is included. Such backup copies shall not be used for productive use, except to the extent required if the primary Software installation is not functioning. Customer may reproduce (photocopy or electronic copy) Software Documentation according to Customer's needs for the authorized use of the Software. Customer may not distribute any of the Documentation for use outside of Customer's primary place of business. Any non-county agencies requesting view-only access to Spillman through the County shall sign a non-disclosure agreement with Spillman prior to obtaining any software documentation unless authorized by Spillman

4.4 **Shared Agency Arrangements**. If Customer and another agency (the "Shared Agency") desire to enter into an arrangement whereby Customer will act as a "Host Agency" and permit the Shared Agency to access the Software through Customer, the Shared Agency and Spillman will execute a Shared Agency Agreement for such arrangement and attach it to this Agreement as an additional Exhibit. Spillman will bill Customer directly for the applicable license fees, and Customer agrees to be responsible for timely payment of such invoices. Customer shall require the Shared Agency to comply with the terms of this Agreement and shall notify Spillman and cooperate as reasonably requested by Spillman in the event of any non-compliance by the Shared Agency.

Section 5: Fees and Payments

5.1 **Fees**. The license fee for the Software and the price for all services and third party products purchased by Customer from Spillman are specified in Exhibit B (Purchased Products and Services). All invoices are payable within thirty (30) days of the date of the invoice. Customer must pay such fees directly to Spillman according to the agreed payment terms set forth in Exhibit B (Purchased Products and Services).

5.2 **Taxes**. Customer is solely responsible for any and all taxes resulting from this Agreement and its purchase of the products and services described herein (excluding taxes on Spillman's net income). It shall be the responsibility of Spillman to collect and remit applicable taxes. If Customer is a tax-exempt organization, Customer will provide Spillman with documentation required by the taxing authority to support such exemption.

5.3 **Late Payments**. If Customer fails to pay any amounts owed when due, Spillman may assess interest at one-and-one-half percent (1.5%) per month on all overdue amounts, or the highest rate permitted by law, whichever is less. Customer shall also be liable for all costs of collection, including reasonable attorney's fees, whether or not a suit is instituted.

Section 6: Support

6.1 Spillman will provide maintenance and support services to Customer with respect to the Software, pursuant to the terms of the Support Agreement attached as Exhibit A (Maintenance and Support Agreement) hereto.

Section 7: Customer Responsibilities

7.1 **Spillman Application Administrator**. Customer is responsible for designating a Spillman Application Administrator who is qualified to operate the Software on Customer's own equipment, has been certified as set forth in Exhibit A (Maintenance and Support Agreement), and is familiar with the information, calculations, and reports that serve as input and output of the Software.

7.2 **Spillman Support Contact**. Agency personnel who are authorized to contact Spillman support are listed in Appendix 1, as referenced in Section 6 of Exhibit B (Maintenance and Support Agreement). Spillman reserves the right to refuse assistance or to charge additional fees if the agency representative seeks assistance with respect to such basic background information or any other matters not directly relating to the operation of the Software.

7.3 **Additional Components**. Other components (hardware and/or software) may be required for the use of the Software. Spillman assumes no responsibility under this Agreement for obtaining and/or supporting such components except as expressly agreed in writing.

7.4 **Proper Environment**. Customer is responsible for ensuring a proper environment and proper utilities for the computer system on which the Software will operate, including housing and operating the server equipment in an environment and according to the specifications for the equipment as specified by its manufacturer.

7.5 **Data Conversion Services.** Spillman assumes no responsibility under this Agreement for converting Customer's data files for use with the Software, except as listed in Exhibit B (Purchased Products and Services) and detailed in a data conversion scope of work.

7.6 **Improper Use.** Customer shall use reasonable efforts to prevent its employees and independent contractors from making unauthorized copies of the Software or improperly using the Software. If Customer discovers any such problems, it will promptly notify Spillman and take commercially reasonable actions to resolve the problem as soon as reasonably possible.

Section 8: Proprietary Protection and Restrictions

8.1 **Third Party Access and Queries.** Customer may not allow any other agency, entity, or individual to use or have access to the Software in any manner other than inquire-only unless expressly authorized by Spillman. Except as specifically authorized by Spillman, queries may be conducted solely for Customer's internal business purposes, and Customer may not query the Software, or permit any third party to query the Software, for a third party's business purposes.

8.2 **Restrictions.** Customer may not use, copy, modify, rent, share, or distribute the Software (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized in writing by Spillman. Customer may not translate, modify, reverse assemble, reverse compile, or otherwise reverse engineer the Software.

8.3 **Competitive Use.** Customer may not utilize or permit a third party to access or utilize any part of the Software (including the Utilities) in any manner that competes, directly or indirectly, with any product or service provided by Spillman. This includes, without limitation, using the Software (or its Utilities) to develop any software, interfaces, or other products that compete with Spillman's products or services, or using interfaces or other products connecting to the database of the Software in connection with a third party's competing product.

8.4 **No Service Bureau, Etc.** No service bureau work, multiple-user license, or time-sharing arrangement is permitted, except as expressly authorized in writing by Spillman. Customer may not install the Software in any other computer system or use it at any other location without Spillman's express authorization obtained in advance (which will not be unreasonably withheld).

8.5 **Inspection.** Customer hereby authorizes Spillman to enter Customer's premises in order to inspect the Software in any reasonable manner during regular business

hours, with or without prior notice, to verify Customer's compliance with the terms of this Agreement.

Section 9: Confidential Information

9.1 **Confidentiality Terms.** Each party shall keep confidential all Confidential Information provided to it by the other party, and shall not use such Confidential Information for any purpose other than the proper purposes of this Agreement. Except as provided by law, a party may disclose Confidential Information only to its employees and contractors who need to know such information, and who are bound to keep such information confidential. Each party shall give the other party's Confidential Information at least the same level of protection as it gives its own confidential information of similar nature, but not less than a reasonable level of protection.

9.2 **Restrictions on Disclosure.** Customer must not disclose the Software, its Documentation, or any other Spillman documentation, (i) to any competitor of Spillman, or (ii) to any other third party unless it has a need to know such information for the proper purposes of this Agreement.

Section 10: Utilities; Restrictions on Usage

10.1 **Utilities.** Spillman provides certain software Utilities as part of the Software. Spillman may add, modify, or remove Utilities from the Software during the term of this Agreement. The Utilities contain material that is proprietary to Spillman and/or its licensors, and may be used only as permitted by this Agreement.

10.2 **Use of Utilities.** Customer is permitted to use the Utilities for read-only operations in connection with the authorized use of the Software, but may not allow third parties to use the Utilities unless an authorized official of Spillman consents in writing. With the exception of ODBC, customer is NOT permitted to utilize the Utilities or any other software tools to write to Spillman's database in any manner, due to the potential for data corruption and system slowdown or damage. Due to the potential for data corruption and system slowdown or damage, Customer agrees that it does so solely at its own risk.

10.3 **Disclaimer.** Spillman is NOT responsible for any breach of warranty, damages to the Software or its database, data corruption, support issues, security issues or performance issues arising out of Customer's or a third party's use of the Utilities (even if permitted by Spillman) or use of any other software not specifically licensed in this Agreement (including any third party querying or writing to the database).

Section 11: Limited Warranty and Limitation of Liability; Indemnification

11.1 **Functionality.** Spillman warrants for a period of 12 months (the "Warranty Period"), and for Customer's benefit alone, that the Software conforms in all material respects to the specifications for the current version of the Software provided by Spillman. The Warranty Period will begin upon the date of Customer's cutover to live operation of the Software (Go-live). This warranty is expressly conditioned on Customer's observance of the operation, security, and data-control procedures set forth in the Documentation included with the Software.

11.2 **Limitations.** Spillman is not responsible for obsolescence of the Software that may result from changes in Customer's requirements. The warranty in Section 11.1 shall apply only to the most current version of the Software issued by Spillman from time to time. Customer must notify Spillman of any warranty issues or breaches within the Warranty Period; after the end of the Warranty Period, Software errors and defects will be handled under Exhibit A (Maintenance and Support Agreement). Issuance of updates does not result in a renewal or extension of the Warranty Period. Spillman assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Software. Such warranty also excludes non-performance issues that result from third party hardware or software malfunction or defect; modification of the Software by any person other than Spillman, or defects or problems that are outside the reasonable control of Spillman. Customer will reimburse Spillman for its reasonable time and expenses for any services provided at Customer's request to remedy excluded non-performance issues. Additionally, Spillman is not responsible for any problems or errors with the Software or Customer's system resulting from use of the ctperl or dbload Utilities in any manner other than read-only. Customer expressly acknowledges that any use of the "write" or "update" features of these Utilities may damage Customer's database or cause other problems with its system.

11.3 **Remedies.** As Customer's exclusive remedy for any material defect in the Software for which Spillman is responsible, Spillman shall use reasonable efforts to correct or cure any reproducible defect by issuing corrected instructions, a fix or a workaround. In the event Spillman does not correct or cure such nonconformity or defect after Spillman has had a reasonable opportunity to do so, Spillman's liability shall be limited to the amount paid as the license fee for the defective or non-conforming module of the Software. Spillman shall not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the Software if Customer has made any changes whatsoever to the Software, if the Software has been misused or damaged in any respect, or if Customer has not reported to Spillman the existence and nature of such nonconformity or defect promptly upon discovery thereof.

11.4 **Limitation of Warranties**. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SPILLMAN AND ITS LICENSORS DISCLAIM ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE SOFTWARE, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, TITLE, NON-INFRINGEMENT, AND ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

11.5 **Limitation of Liability.** THE CUMULATIVE LIABILITY OF SPILLMAN AND ITS LICENSORS TO CUSTOMER FOR ALL CLAIMS RELATING TO THE SOFTWARE AND THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL LICENSE FEES PAID TO SPILLMAN HEREUNDER. This limitation of liability is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective. Spillman shall have no liability for the loss of data or documentation, it being understood that Customer is responsible for reasonable backup precautions.

11.6 **Limitation of Damages**. Except in the case of gross negligence or willful misconduct by SPILLMAN, it's employees and /or agent or representatives, IN NO EVENT SHALL SPILLMAN AND ITS LICENSORS BE LIABLE FOR ANY LOSS OF PROFITS; ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST CUSTOMER BY THIRD PARTIES, EVEN IF SPILLMAN OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. This limitation upon damages and claims is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.

11.7 **Indemnification**. Spillman agrees to defend Customer against any and all third party claims, demands, lawsuits or legal actions arising out of any actual or alleged infringement of any trademark, copyright, trade secret, or U.S. patent by the Software, and Spillman will pay any damages, costs and expenses (including reasonable attorneys' fees) finally awarded in such action or paid to settle the action. Spillman will not be required to indemnify Customer unless (i) Customer promptly notifies Spillman of any such claim; (ii) Customer gives Spillman sole control of the defense and all settlement negotiations, and the authority to represent Customer in defending the claim; and (iii) Customer provides Spillman with any information and assistance that Spillman reasonably requests in defending against the claim. Customer may, at its option and expense, be represented by separate counsel in any such action. If a court or other legal authority finds that any part of the Software infringes on a third party's intellectual property rights, or if Spillman believes that it infringes, Spillman will

use reasonable efforts to obtain a license under the rights that have been infringed, to modify the Software so it is no longer infringing, or to provide to Customer substitute software that is non-infringing; provided that if in Spillman's judgment such options are not commercially reasonable, Spillman may terminate the license for the Software or the infringing portion thereof upon written notice to Customer. Spillman will have no liability for infringement arising out of modification of the Software by any party other than Spillman, use of an outdated version of the Software, or the combination or use of the Software with any other software, hardware, equipment, product, or process not furnished by Spillman, if use of the Software alone and in its current, unmodified form would not have been an infringement. Spillman is not liable for any infringement claims based upon third party software or hardware. This Section 11.7 states Spillman's entire obligation with respect to any claim for infringement or misappropriation of any third party intellectual property rights.

Section 12: Term of Agreement; Termination

12.1 **Term of Agreement.** Customer's license of the Software shall become effective upon the execution of this Agreement and shall continue perpetually unless otherwise terminated as provided herein.

12.2 **Support Required.** Customer is required to continue purchasing support and maintenance services from Spillman throughout the term of this Agreement, as a condition to the license of the Software under this Agreement. This Agreement shall automatically terminate if Customer ceases paying the required fees for maintenance and support of the Software, except as expressly provided herein.

12.3 **Termination without Cause.** Customer may terminate this Agreement at any time upon ninety (90) days' prior written notice to Spillman, without cause, subject to any outstanding obligations and financial commitments of Customer under this Agreement (e.g., Customer's obligation to pay license fees is not rescinded by such termination).

12.4 **Termination for Cause.** Either party may terminate this Agreement, in addition to seeking any other available remedies, if the other party breaches any material term of this Agreement – including the Maintenance and Support Agreement (Exhibit A) – and does not correct such breach within thirty (30) days following written notice of the breach from the other party. Repudiation or failure to accept the Software without cause constitutes a material breach of this Agreement. In addition to or in lieu of termination, a party may seek any other remedies that may be available at law or in equity.

12.5 **Effect of Termination.** Upon termination of this Agreement, all rights granted to Customer will terminate and revert to Spillman and/or its licensors. Promptly

upon termination of this Agreement for any reason or upon discontinuance or abandonment of Customer's possession or use of the Software, Customer must return or destroy, as requested by Spillman, all copies of the Software in Customer's possession (whether modified or unmodified), and all related Documentation, Confidential Information and other materials pertaining to the Software (including all copies thereof). Customer agrees to certify Customer's compliance with such obligation upon Spillman's request. Customer will permit Spillman to repossess the Software and any products sold hereunder for which Customer has not fully paid the purchase price. If Customer has any outstanding payment obligations under this Agreement, Spillman may accelerate and declare all such obligations of Customer immediately due and payable by Customer as a liquidated sum and proceed against Customer in any lawful way for satisfaction of such sum. The terms of Sections 2.2, 3.2, 5.2, 5.3, 9, 10.3, 11.4, 11.5, 11.6, 11.7, 12.5 and 13 shall survive termination or expiration of this Agreement.

Section 13: Miscellaneous

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

13.2 **Assignment.** Customer may not assign or transfer this Agreement or any of its rights or duties hereunder to any third party without Spillman's prior written consent.

13.3 **Governing Law.** This Agreement will be governed by the laws of the state of Wisconsin, not including conflicts of laws provisions. The parties hereby submit to the exclusive jurisdiction and venue of Wisconsin state and federal courts with respect to any action between the parties relating to this Agreement. In any such action, the prevailing party shall be entitled to an award of its reasonable costs and attorneys' fees from the other party.

13.4 **No Waiver.** Any waiver by either party of a default or obligation under this Agreement will be effective only if in writing. Such a waiver does not constitute a waiver of any subsequent breach or default. No failure to exercise any right or power under this Agreement or to insist on strict compliance by the other party will constitute a waiver of the right in the future to exercise such right or power or to insist on strict compliance.

13.5 **Injunctive Relief.** Customer acknowledges that, in the event of Customer's breach of any of the confidentiality terms or scope of use restrictions in this Agreement, Spillman will not have an adequate remedy in money or damages.

Spillman shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request, without the necessity of posting bond, in addition to any other remedies that may be available at law or in equity.

13.6 **Limitation of Actions**. No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by either party more than three (3) years after such cause of action occurred. However, action for nonpayment may be brought within three (3) years the date of the last payment was received by Spillman.

13.7 **Notices**. Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, or sent by commercial overnight delivery service with provisions for a receipt.

13.8 **Severability.** If any term of this Agreement is held to be invalid or void by any court or tribunal of competent jurisdiction, it shall be modified by such court or tribunal to the minimum extent necessary to make it valid and enforceable. If it cannot be so modified, it shall be severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.

13.9 **Force Majeure**. A party shall be excused from delays or failure to perform its duties, other than payment obligations, to the extent such delays or failures result from acts of nature, riots, war, acts of public enemies, fires, epidemics, labor disputes, or any other causes beyond its reasonable control. The parties will promptly inform and consult with each other as to any of the above causes that in their judgment may or could be the cause of a substantial delay in the performance of this Agreement. Either party may, in its discretion, terminate this Agreement if a delay in performance by the other party exceeds or is reasonably expected to exceed six (6) months.

13.10 **Export**. In the event export of the Software is expressly permitted in writing by Spillman, Customer may only export the Software (including any related materials) as authorized by U.S. law and any other applicable jurisdiction. In particular, the Software may not be exported into any country where such export is prohibited by law, regulation, or governmental order.

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

investigate Customer's computer and Software needs and that based on its examination of the Software, Customer finds the Software to be satisfactory.

EXHIBIT B

Maintenance and Support Agreement

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

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

Section 1: Definitions

1.1 **Coverage Hours.** The hours between 8:00 a.m. and 5:00 p.m., Mountain Time, Monday through Friday, excluding regularly scheduled holidays of Spillman. Per the purchase agreement, Dane county will get 24x7 support for 12 months after Go-live.

1.2 **Enhancement.** Any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Spillman may designate Enhancements as minor or major, depending on Spillman's assessment of their value and of the function added to the preexisting Software.

1.3 **Error.** Any failure of the Software to conform in all material respects to its functional specifications as published from time to time by Spillman, subject to the exceptions set forth in Section 4.

1.4 **Error Correction.** Either a software modification or addition that, when made or added to the Software, establishes material conformity of the Software to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect on Customer of such nonconformity. Error Correction services are subject to the exceptions set forth in Section 4.

1.5 **Releases.** New versions of the Software, including all Error Corrections and Enhancements.

1.6 **Response Time.** Six (6) or less Coverage Hours, from the time Customer first notifies Spillman of an Error until Spillman initiates work toward development of an Error Correction.

1.7 **Support Term.** The Initial Support Term together with all renewal terms of this Agreement. The Initial Support Term will be for the twelve (12) month period of the Warranty Period, as defined in Section 11.1 of the License Agreement. Thereafter, the Support Term shall automatically renew for successive periods of one year each, unless

and until terminated pursuant to Section 8 hereof. In no event, however, shall the Support Term extend beyond the term of the License Agreement.

Section 2: Eligibility For Support

2.1 Spillman's obligation to provide the support and maintenance services described in this Support Agreement with respect to the Software may be terminated pursuant to Section 8.2.2 or suspended, at Spillman's discretion, if at any time during the term of this Support Agreement any of the following requirements are not met:

   2.1.1 The License Agreement must remain valid and in effect at all times;

   2.1.2 The Software must be operated on a hardware platform approved by Spillman; and

   2.1.3 Customer must be current on payment of maintenance and support fees except as set forth herein.

2.2 Spillman may require Customer to appoint a new Spillman Application Administrator in order to continue receiving support services or increase Customer's support fees, if Spillman reasonably determines that the acting Spillman Application Administrator does not have the training or experience necessary to communicate effectively with Spillman support personnel.

Section 3: Scope of Services

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

3.1 Spillman shall maintain a Support Services Control Center capable of receiving from the Spillman Application Administer or other COUNTY authorized employees by telephone, reports of any software irregularities, and requests for assistance in use of the Software.

3.2 Spillman shall maintain a trained staff capable of rendering support services set forth in this Support Agreement.

3.3 Spillman shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Spillman in accordance with Spillman's standard reporting procedures. Spillman shall, after verifying that such an Error is present, initiate work within the Response Time in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Spillman shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and Spillman shall include the Error Correction in all subsequent Releases of the Software. Spillman supports two (2) versions

back from the most recent release version. However, Spillman shall not be responsible for correcting Errors in any version of the Software other than the most recent release.

3.4 Spillman may, from time to time, issue new Releases of the Software to its Customers generally, containing Error Corrections, minor Enhancements, and, in certain instances, if Spillman so elects, major Enhancements. Spillman shall not require additional license fees for major enhancements for the duration of this Five year agreement. Spillman shall provide Customer with one copy of each new Release, without additional charge. Spillman shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in Spillman's current Fee Schedule.

3.5 Spillman shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Software (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to in writing by Spillman and Customer.

Section 4: Services Not Covered by this Support Agreement

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

4.1 Support for any third party products including hardware, or support for hardware failure due to the use of any third party vendor products. Spillman may in its discretion provide first-line support for third party software; if not, Spillman will refer Customer to the vendor of such software for resolution of support issues.

4.2 Any network failures or problems including, but not limited to, cabling, communication lines, routers, connectors, and network software.

4.3 Restoration and/or recovery of data files and/or the operating system. Spillman will, upon request of Customer and subject to its then-current fees for such services, use reasonable efforts to assist Customer in recovering lost data.

4.4 Any breach of warranty, damages to the Software or its database, data corruption, or support issues, security issues, or performance issues arising out of Customer's or a third party's use of the Utilities or any software not specifically licensed by Spillman to Customer for use in connection with the Software. Any assistance provided by Spillman in resolving such problems shall be charged to Customer on a time and materials basis. Additionally, any unauthorized use of the Utilities or other software in connection with the Software by Customer (or by a third party with Customer's knowledge) may result, at Spillman's sole option, in voidance of warranties, an increase in the annual maintenance

and support fees under this Support Agreement, and/or loss of rights to upgrades under this Support Agreement.

4.5 Any damages to or problems with the Software or its database, data corruption, support issues, security issues, or performance issues arising from Customer's utilization of the "write" feature of the ODBC interface to write to or modify the database in any way.

4.6 Support for Software problems caused by Customer misuse, alteration or damage to the Software or Customer's combining or merging the Software with any hardware or software not supplied by or identified as compatible by Spillman, customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), or third party software or hardware malfunction.

4.7 Supporting, configuring, maintaining, or upgrading the operating system, including, but not limited to, backups, restores, fixes, and patches.

4.8 Assistance with problems caused by operating system installation, configuration, errors, maintenance or repair, or using incorrect versions of the operating system.

4.9 Onsite service visits to Customer's facility.

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

Section 5: Obligations of Customer

5.1 Customer must maintain and provide, at no cost to Spillman, access to broadband internet connectivity for VPN connection purposes and a Cisco 1811 integrated services router and data set, or equivalent, connected directly to customer's network, with full access to the server (24 hours per day, 7 days per week) that is used with the Licensed Program.

5.2 A representative of Customer's IT department must be present when any onsite support is provided. Customer agrees that if such representative is not present when the Spillman representative arrives on site, the Spillman representative shall notify an appropriate representative of Customer, if feasible, that there is no Customer IT representative present. If Customer's IT representative does not arrive within a reasonable time, no work will be performed and Customer will be charged for all expenses incurred and relating to the visit.

5.3 All communications between Customer and Spillman must be in the English language.

5.4 Customer is responsible for providing one or more qualified Spillman Application Administrators as described in Section 6. At least one authorized representative, as

specified in Appendix 1, must be available at all times; however, after-hours availability is required only when and if Customer is requesting after-hours support from Spillman.

5.5 Customer is responsible for providing all network and server security.

5.6 Customer must provide Spillman with information sufficient for Spillman to duplicate the circumstances under which an Error in the Software became apparent.

Section 6: Spillman Application Administrator Requirements

6.1 The designated Spillman Application Administrator must be certified by Spillman within one year of the date of Customer's cutover to live operation of the Software ("Go-live"). The designated administrator must meet the following requirements in order to certify at the basic level:

6.1.1 Attend and participate in, and successfully pass the final written and practical examinations from the following courses within one hundred twenty (120) days of installation of the Software:

  i.   System Introduction – Inquiry,
  ii. System Introduction – Data Entry & Modification,
  iii. If applicable, Linux Fundamentals Training
  iv. Basic System Administration, and
  v.   Spillman training applicable for the Spillman applications used by Customer.

6.1.2 Pass the Basic SAA exam within one year after the agency's Go-live date.

6.2 Customer will be responsible for the costs of, travel, and lodging expenses. Spillman will waive the course fee for two individuals for Basic SAA certification training, CSAC or RAC certification training if attended at Spillman's facility outside of the User's conference.

6.3 Contact information for the Spillman Application Administrator(s) must be recorded in Appendix 1 of this Support Agreement. Appendix 1 must be signed by an authorized representative of Customer. Changes to the information recorded in Appendix 1 will require that a new Appendix 1 be completed, signed and filed with Spillman.

6.4 Requests for support services received by anyone other than an authorized agency representative as identified in the current Appendix 1 on file with Spillman, will be refused.

6.5 Each designated agency representative must be qualified to address, or have other support resources to address, without the aid of Spillman, all problems relating to hardware, software, or operating system not directly associated with the Software.

Section 7: Fees and Charges

7.1 Customer shall pay Spillman the Support Fee, as set forth in Exhibit B: Purchased Products and Services, and any other charges or fees described herein. Spillman reserves the right to change its Support Fee, effective upon no less than 90 days prior written notice to Customer. Second-year level support fees, as referenced in Exhibit B: Purchased Products and Services, are charged beginning the day after the end of the Initial Support Term, as defined in Section 1.7. Additionally, adjustments to Support Fees may result from changes in (1) software prices, (2) number of software modules used, (3) an increase in Customer's size (as further described in Section 7.6) , (4) computer hardware, (5) Coverage Hours selected by Customer, or (6) violation of the restrictions set forth in Section 4.4 of this Support Agreement.

7.2 Spillman shall invoice Customer for annual Support Fees at the beginning of each contract year. In the event that additional billable work is performed, all billable charges and expenses will be invoiced to Customer at the beginning of the month following the month in which they accrued or were incurred. Customer shall pay the invoiced amounts immediately upon receipt of such invoices. Any amount not paid within thirty (30) days after the invoice date shall bear interest at the rate of eighteen (18) percent per year or the highest rate allowed by applicable law, whichever is less.

7.3 Customer shall be responsible for and agrees to pay the fees and charges incurred for procuring, installing, and maintaining all equipment, telephone lines, modems, communications interfaces, networks, and other products necessary to operate the Licensed Software.

7.4 Customer agrees to pay additional charges according to the Spillman Fee Schedule for all work required by Customer and performed outside of Coverage Hours. These charges are applicable for any work performed outside of the Coverage Hours, REGARDLESS OF THE CAUSE, even if the requested work was reported and/or initiated during normal Coverage Hours.

7.5 Should Customer request onsite support services, Customer shall reimburse Spillman for all labor, travel, and related expenses incurred by Spillman in providing such support services.

7.6 Additional Support Fees may be required by Spillman if there is a significant increase in Customer's size with respect to use of the Software. An increase in size may arise either out of Customer's internal growth or out of a Host Agency/Shared Agency arrangement as described in Section 4.4 of the License Agreement, if applicable. Relevant factors include number of employees, number of dispatchers and/or number of jail beds. Payment of such additional Support Fees is due within thirty (30) days of the date of the invoice for such fees. Such fees will be prorated, based upon the date during the contract year the increase in Customer's size occurred.

Section 8: Termination

8.1 This Support Agreement shall automatically terminate immediately upon termination of the License Agreement for any reason.

8.2 Either party may terminate this Support Agreement as follows:

    8.2.1 If either Spillman or Customer provides a written notice to the other party, at least 90 days prior to the end of the then-current Support Term, of its intent to terminate this Support Agreement at the end of such Support Term; or

    8.2.2 Upon 30 days prior written notice, if the other party has materially breached any provision of this Support Agreement and the offending party has not cured such breach within the 30-day notice period.

8.3 Following termination of this Support Agreement, Spillman shall immediately invoice Customer for all accrued fees, charges, and reimbursable expenses; and Customer shall pay the invoiced amount immediately upon receipt of such invoice.

Section 9: General

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

EXHIBIT C

**Public Safety Software Implementation
Statement of Work ("SOW")**

Between

**Spillman Technologies, Inc.
("Spillman")**

And

**<u>Dane County Sheriff's Office</u>
("Customer")**

Prepared

March 20, 2014

By

Spillman Technologies, Inc.

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Introduction and Purpose

Spillman provides comprehensive public safety software for police departments, sheriff's offices, fire departments, communication centers and correctional facilities. Under the guidance and participation of Customer, Spillman will facilitate the delivery and implementation of its integrated software solutions, which includes all purchased products and services in the Purchase and License Agreement.

Together, the integrated software solutions are referred to as the "System."

Spillman is committed to building a lifelong partnership with Customer by providing professional project management assistance through implementation, account management, technical support, and both initial and ongoing training. Spillman will provide Customer with the software tools and services to implement a system that provides for the storage, retrieval, retention, manipulation, and viewing of data, documents, and other files pertaining to Customer operations.

This SOW guides the primary activities and responsibilities for the System's implementation. It documents project implementation requirements, identifies each major task within the implementation process, sets expectations for each party, and identifies the criteria by which Spillman and Customer will consider a task complete.

Project Objectives
Ongoing objectives of the Public Safety Software Implementation project:
- Provide a comprehensive public safety software solution to facilitate data management
- Provide the software and services necessary to enable interoperability and real-time data sharing
- Provide initial and ongoing system and application administration training to ensure proper setup and the efficient use of software modules
- Facilitate the implementation of data entry standards

Specific SOW objectives:
- Complete the project implementation plan
- Configure, set up, and install the server
- Install and configure core Spillman software modules
- Install and configure the external interfaces

- Provide onsite system setup consultation and application administration training
- Provide comprehensive end user training and assistance with code table set up
- Provide Go-live assistance

Change Management Procedures

In the event it is necessary to change this SOW or, if applicable, a Scope of Work document, the following procedure will be used:

- The party requesting the change will issue a Change Request document ("Change Request"). The Change Request will describe the nature of the change, the reason for the change, and the effect of the change, which may include changes to the work product. The Change Request will also include any changes in pricing.
- Either party may initiate a Change Request for any material changes to this SOW and any applicable Scope of Work. The requesting party will review the proposed change with the other party and the parties will negotiate reasonably and in good faith to agree upon the requested change and any changes to the fees or schedule that may result therefrom. Upon the parties' agreement, the appropriate authorized representatives of the parties will sign the Change Request, indicating acceptance of the changes by the parties.
- Upon execution of the Change Request, the Spillman and Customer Project Managers will incorporate the change into the SOW or Scope of Work.

Project Assumptions and General Responsibilities
Project Assumptions

- The Spillman System will be implemented in a virtualized Linux OS server and virtualized Windows client environment.
- Customer network is available and appropriately configured.
- Hardware is available that meets or exceeds Spillman's current hardware recommendations, is patched per Spillman's recommendations, and is appropriately configured.
- A TCP/IP-capable network is available for Spillman Mobile; specifically, a broadband wireless data network (3G or greater) or a similar high speed private network. At a minimum, wireless networks should accommodate average bi-directional data rates of 256 kbit/s (kilobits per second) between the mobile client and the Spillman server.
- Customer obtains State user and terminal ORIs in a timely fashion.

State/NCIC (StateLink) interface may not be ready for end user training; a live connection is not necessary for training exercises.

- Third party vendors provide required information for interface configuration.

- This engagement will begin on a mutually acceptable date after Spillman is in receipt of a signed contract from Customer that covers the fees and expenses described therein.

- Customer will provide appropriate technical and management resources to participate in the implementation as identified in the project tasks and responsibilities.

Customer Responsibilities

- Maintain effective communications with the Spillman Project Manager

- Participate in onsite project status meetings

- Respond to issues and concerns as communicated by the Spillman Project Manager

- Provide Spillman with Customer-approved project change requests

- Coordinate required Customer tasks and responsibilities with the Spillman Project Manager

- Manage all third party vendors for which Customer contracts facilitate project activities

- Ensure Customer project team members have the knowledge and expertise to meet required project responsibilities

- Provide onsite and dedicated VPN remote access as required to facilitate installation and Spillman's continued system support

- Install Spillman application client on all computers

- Install Mobile application client on mobile computers

- Provide physical training facilities and supplies (e.g., projector, screen, whiteboard or equivalent) as well as personal computers required for training end users

- Ensure management and end user personnel are scheduled and available for training

Spillman Project Team Responsibilities

- Function as the liaisons with Customer's designated project manager

- Provide Customer with a project management plan, including a cut-over plan for Go-live

- Supply system test plans, setup, administration and configuration documentation, student manuals (training plans), and end user Documentation
- Manage all aspects of the implementation, including project communications
- Participate in the project planning and system setup
- Coordinate and schedule the delivery of all products and services provided by Spillman
- Conduct onsite project status meetings at Customer facility and attend all major project events including project kickoff meeting, project team training, and Go-live activities
- Facilitate the submission and approval of Customer change requests
- Provide responses and recommend resolutions to Customer issues
- Facilitate the server configuration and core system installation, and coordinate external interface installation
- Manage all third party vendors contracted by Spillman

This section outlines all project phases, individual tasks, and responsible parties required to meet the goals and objectives of this SOW. Spillman and Customer will perform their respective tasks through a combination of onsite collaboration, coordination via telephone, email communications, and other remote means, as appropriate

Overview of Milestones

- Conduct pre-implementation conference call
- Order hardware
- Order third party products
- Project analysis and planning
- Finalize project schedule
- Hold project kickoff meeting
- Dane County kickoff (Openhouse)
- Develop data entry standards
- Conduct first onsite map training
- Install and configure hardware and operating system
- Install Sentryx application
- Data Migration
- Configure proposed interfaces
- Conduct project team training
- Conduct system administration training
- Conduct follow up map training and final map setup training
- Conduct end user training
- Cutover to live operations
- Perform site audit and analysis

Conduct Pre-Implementation Conference Call

Task Description

The Spillman project team will hold a pre-implementation conference call with Customer project team. During this meeting, Spillman will accomplish several objectives:

- Introduce the Spillman project team
- Exchange contact information with Customer project team
- Review list of purchased products and services of the project contract as well as the Scope of Work, if applicable
- Review hardware specifications with Customer

Deliverables

- Not applicable

Prerequisites

- Not applicable

Completion Criteria

This task will be complete after Spillman has conducted the pre-implementation conference call.

Spillman	Customer
Responsibilities • Conduct pre-implementation conference call	**Responsibilities** • Ensure Customer's project manager and project team participate in the pre-implementation conference call
Required Staff • Project manager • Salesperson • Systems engineer	**Required Staff** • Project manager • Project team as assigned by Customer

Order Hardware

Task Description

The purpose of this task is to order the hardware required for the Spillman system. Customer or Spillman (as specified in the Agreement) will be responsible for procuring the server needed to meet Spillman's hardware specifications, as well as dedicating/procuring a server for the solution's GIS component. Together, Spillman and Customer will review the purchase order to verify the purchased hardware meets system specifications. Hardware will then be shipped to Customer's location.

If Customer desires a disaster recovery solution, Customer (or a mutually agreed upon third party, as specified in the Agreement) will be responsible for procuring a second server and facilitating the setup of that solution. All costs associated with the setup and testing of the disaster recovery solution will be borne by Customer.

Deliverables

- Hardware recommendations

Prerequisites

- Pre-implementation conference call

Completion Criteria

This task will be complete once the hardware has been ordered.

Spillman	Customer
Responsibilities • Verify hardware order • Order hardware (per Contract) • Provide minimum and recommended hardware requirements for all workstations	**Responsibilities** • Order hardware (per Contract) • Ensure hardware (workstation) upgrades, as needed
Required Staff • Project manager • Installation manager • Systems engineer	**Required Staff** • Project manager • IT personnel (as needed) • System administrator

Order Third Party Products

Task Description

Spillman will order third party products as specified in the Agreement. Customer will be responsible for any third party requirements not listed in the Agreement.

Deliverables

- Not applicable

Prerequisites

- Pre-implementation conference call

Completion Criteria

This task will be complete once Spillman and Customer have placed all orders for third party products.

Spillman	Customer
Responsibilities • Order third party products as specified in the Agreement	**Responsibilities** • Order third party products for which Customer is responsible
Required Staff • Project manager • Systems engineer	**Required Staff** • Project manager • System administrator • IT personnel (as needed)

Project Analysis and Planning

Task Description

Spillman's account trainer will assess the agency's communications, reporting methods, and general operations in order to understand how Customer currently conducts business. The purpose is to identify processes the software configuration must accommodate as well as processes that will likely change in order for the Spillman software to operate most effectively. Spillman's account trainer will also work with Customer staff to review current forms and identify possible changes for streamlining documents, forms, and daily operations in preparation for new system installation.

Spillman's account trainer will conduct a pre-installation training program including product demonstrations on core system applications, changes to modules currently owned by the customer, and all newly purchased modules and interfaces. This training will give Customer's project team an opportunity to develop an understanding of the Spillman application and better understand tasks and responsibilities required for system Go-live. This process will also facilitate the work of Spillman and Customer's project team during final acceptance, and prepare Customer system administrator(s) for tasks such as building the code tables and configuring system applications and parameters.

Deliverables

- Spillman shall provide a written report identifying any deficiencies, changes, upgrades, etc. that it deems necessary for Customer to adequately prepare for the successful installation and use of the system.

Prerequisites

- Pre-implementation conference call

Completion Criteria

This task will be complete after Spillman concludes its observation of communications and general operations, conducts workflow and network analysis, and provides written report to Customer.

Spillman	Customer
Responsibilities	**Responsibilities**
• Conduct pre-install training program. • Observe communications, reporting methods, and general operations	• Allow Spillman's account trainer to observe operations • Make necessary changes to forms and documents

Project Analysis and Planning	
• Review current forms, identify changes, and assist in the design process • Conduct workflow and network analysis to identify any pre-existing conditions that may impede the ability to successfully install the system • Provide written report identifying deficiencies following network analysis • Review necessary functional requirements for all required project interfaces	• Participate in workflow and network analysis, verify/validate any recommendations and make adjustments/upgrades as needed • Submit change request(s) if necessary
Required Staff • Project manager • Systems engineer • Account trainer	**Required Staff** • Project manager • Project team (as assigned) • IT personnel • System administrator • End users (as needed for observation activities)

Finalize Project Schedule

Task Description

Prior to signing the Agreement, Spillman and Customer may have developed a preliminary project schedule. During this task, the project managers from Spillman and Customer, as well as Customer personnel who make decisions regarding resource allocations or scheduling, will meet face-to-face and review the project schedule. These individuals will make any necessary adjustments based on known changes in resource availability. Spillman's project manager will then update the schedule.

The project schedule will be further updated as necessary over the course of the project. All changes to the schedule will be mutually agreed upon and, if required, documented via the mutually agreed upon change order process. Any schedule changes that occur will be a part of the project status reports provided by Spillman's project manager.

Deliverables

- Final project schedule

Prerequisites

- Not applicable

Completion Criteria

This task will be complete when the parties agree upon the final project schedule; approval shall not be unreasonably withheld or delayed.

Spillman	Customer
Responsibilities • Lead Customer through a review of the project schedule • Update the project schedule	**Responsibilities** • Ensure personnel who can make resource allocation and scheduling decisions attend Project Schedule review
Required Staff • Project manager • Training coordinator	**Required Staff** • Project manager • System administrator • Department supervisors (as needed, for approving the schedule)

Hold Project Kickoff Meeting

Task Description

Spillman will conduct an onsite project kickoff meeting with Customer's project team. This meeting is held to meet several objectives:

- Review the Agreement and all project deliverables
- Present Spillman's project management methodology and approach
- Review data entry standards and provide an example for Customer to use in developing its own set of data entry standards
- Review the project schedule, focusing on the training schedule

Deliverables

- Onsite project kickoff meeting
- Project management plan (guide)
- Data entry standards

Prerequisites

- Signed Agreement

Completion Criteria

This task will be complete after Spillman conducts the project kickoff meeting.

Spillman	Customer
Responsibilities • Conduct project kickoff meeting • Provide materials	**Responsibilities** • Provide location for the project kickoff meeting • Provide information requested in checklists and completed needs analysis surveys • Ensure project team attends project kickoff meeting • Develop data entry standards before user training begins
Required Staff • Project manager	**Required Staff** • Project team

Dane County Kickoff (Openhouse)

Task Description

The Dane County kickoff will include a full public relations campaign shaped by both the County and Spillman to include internal marketing for the new system. The steps in this campaign would include an Open House at the Sheriff's Office supported by onsite Spillman representatives providing product demonstrations, literature, and other informative supplements to answer any questions and generate excitement for the system upgrade. Working with the County, Spillman will also draft an email announcement and other product announcements to be used onsite at the Sheriff's Office. We will to be onsite as much as necessary during this process to aid in the Dane County kickoff.

Deliverables

- Spillman brochures and literature detailing new modules that will be implemented
- Spillman demo tech, trainer and project manager on-site to facilitate the Openhouse
- Email campaign to garner excitement about the project

Prerequisites

- Not Applicable

Completion Criteria

This task will be complete after Spillman concludes the onsite Openhouse.

Spillman	Customer
Responsibilities • Conduct Openhouse @ Dane County • Provide materials • Provide light foods for participants • Provide giveaways to those who attend	**Responsibilities** • Provide location for the Openhouse • Ensure applicable employees attend specific times for the Openhouse
Required Staff • Trainer, demo tech & project manger	**Required Staff** • Administration • Applicable employees that Sheriff office determines

Develop Data Entry Standards

Task Description

Customer is responsible for developing data entry standards and policies to ensure users enter data correctly and in conformity with quality assurance expectations. At the kickoff meeting, Spillman will provide and explain sample data entry standards as a starting point for Customer. Customer will need to revise the sample standards to meet its specific needs. Once standards have been established, Customer will be expected to formalize the policy as standard operating procedure for data entry tasks. Spillman will incorporate the data entry standards into end user training. Therefore, Customer must complete this task prior to end user training. Spillman is not responsible for project delays due to Customer not completing this task in a timely manner.

Deliverables

- Spillman-supplied sample data entry standard
- Final, Customer-defined data entry standards

Completion Criteria

This task will be complete after Customer develops formal data entry standards that Spillman can incorporate into end user training.

Spillman	Customer
Responsibilities • Provide sample data entry standards • Explain data entry standards	**Responsibilities** • Revise sample standards form to meet Customer's needs • Create formal policies and standard operating procedures to guide data entry tasks
Required Staff • Project manager • Account trainer	**Required Staff** • Project team

Conduct First Onsite Map Training

Task Description

Customer must prepare its GIS data for the Spillman geofile and then build the Spillman geofile database. Prior to Spillman arriving onsite for this task, Customer will collect current map data for assessment. Spillman will send Customer a document to guide Customer in the collection of this data. At Customer's location, a Spillman GIS trainer will assess the current map data and provide feedback on ways to improve the quality of the data for use in the Spillman geofile.

During this time, Spillman's GIS trainer will also instruct Customer's personnel responsible for building the geofile on how to build and update the maps for use in the Spillman applications. After training, Customer is responsible for building the geofile. Spillman will remotely provide additional assistance, as needed.

Deliverables

- Map data collection guide
- GIS modification recommendations
- One to three days of onsite map training (per the Agreement)
- Remote assistance as needed

Prerequisites

- Existing customer map files

Completion Criteria

This task will be complete after Spillman concludes the onsite map build training.

Spillman	Customer
Responsibilities • Provide map data collection guide • Assess current map data • Provide feedback on ways to improve quality of map data • Provide map build training • Provide remote assistance during Customer's map build activities	**Responsibilities** • Collect current available map data • Attend map training • Build geofile per Spillman's specifications

Conduct First Onsite Map Training

Required Staff	Required Staff
• Trainer (GIS)	• System Administrator • GIS Department

Install and Configure Hardware and Operating System

Task Description

After Customer receives the server hardware, Spillman's systems engineer will assist with the configuration of the operating system. The systems engineer will also help Customer configure the GIS server, and the server supporting the Compstat and Community Dashboard.

Deliverables

• Servers installed and configured

Prerequisites

• Addresses for servers and VPN identified
• Server location, equipment, and supply of power provided

Completion Criteria

This task will be complete when Spillman has configured the Linux server and operating system, conducted initial tests of the equipment, corrected any material problems or deficiencies, and established connectivity to Spillman headquarters.

Spillman	Customer
Responsibilities • Configure Linux server and operating system at Customer site • Configure database storage space allocation • Guide Customer through network configuration • Conduct initial tests of the equipment and correct any problems or deficiencies • Establish connectivity to Spillman headquarters	**Responsibilities** • Facilitate installation of Linux server • Set up disaster recovery solution • Configure network • Assist with establishing connectivity to Spillman headquarters

Install and Configure Hardware and Operating System	
Required Staff	**Required Staff**
• Project manager • Systems engineer	• System administrator • IT department

Install Sentryx Application

Task Description

After configuring the servers and the operating system and database storage, Spillman's systems engineer will install the Spillman Sentryx application and the Spillman side of interfaces. The systems engineer will configure the database environments and create the initial administrative user accounts.

Spillman will provide Customer with Mobile and Spillman client applications. Customer is responsible for installing the client application on the mobile and desktop computers.

Deliverables

- Installation of Spillman applications, as specified in the Agreement
- Installation of Spillman components of external interfaces
- Installation of Spillman Mobile client application

Prerequisites

- Hardware installed

Completion Criteria

This task will be complete when Spillman has installed the core Spillman applications, created the training user accounts and administrative accounts, initiated the installation of external interfaces, and performed the tests required for end user training and Go-live.

Spillman	Customer
Responsibilities - Install Spillman Sentryx applications - Configure databases (live and training) - Create administrative user accounts - Create training user accounts - Initiate installation of external interfaces	**Responsibilities** - Install Spillman client application on PCs - Install Spillman Mobile client application on mobile computers

Install Sentryx Application	
Required Staff	**Required Staff**
• Systems engineer	• IT personnel
	• System administrator

Data Migration	
Task Description	

A Linux migration is the process of moving the Spillman system from an AIX, SUN, or Windows hardware platform to a Linux server. This conversion dumps data from the current production server, manipulates it from 4.6/6.1/6.2 up to 6.3, and then loads it into the new Linux Spillman 6.3 server

Deliverables

• Data conversion from current Spillman system to Sentryx system

Prerequisites

• Hardware installed

Completion Criteria

This task will be complete when Spillman has converted the Dane county current data onto the new Linux hardware running Sentryx.

Spillman	Customer
Responsibilities	**Responsibilities**
• See Exhibit D	• See Exhibit D
Required Staff	**Required Staff**
• Systems engineer	• IT personnel
	• System administrator

Configure Proposed Interfaces

Task Description

Spillman will install and test all other proposed interfaces specified in the Agreement. The development process for other interfaces will include programming, testing, and demonstrating to Customer the successful completion of all included interfaces and software modifications, as set forth in the Agreement.

Deliverables

- Installation, configuration, and testing of proposed interfaces

Prerequisites

- Methods of connectivity defined
- Contact information for all third party vendors

Completion Criteria

This task will be complete when Spillman and Customer have tested the proposed interfaces included in the Agreement and they are installed and working correctly in all material respects.

Spillman	Customer

Responsibilities
• Proposed Interfaces
   – Serve as prime contractor to develop interfaces
   – Test and successfully demonstrate completion to Customer
• Update interface and system documentation, as necessary
	Responsibilities
	• Customer will help facilitate communication with any existing third party vendor

Required Staff • Project manager • Systems engineer • Development (programmers)	**Required Staff** • IT department • Any applicable third party vendors • System administrator

Conduct Project Team Training

Task Description

Spillman will conduct a three-day training course for Customer's project team. Part of this training includes an overview of the purchased application. During the overview, Spillman will demonstrate the functionality of the various modules.

Deliverables

- Project team training

Prerequisites

- Server installation complete
- Training room set up with server connectivity

Completion Criteria

This task will be complete when the Project Team Training is completed.

Spillman	Customer
Responsibilities • Project team training (system overview) • Demonstrate Spillman application	**Responsibilities** • Provide appropriately equipped location for training • Ensure appropriate personnel attend project team training per the training plan
Required Staff • Project manger • Trainer	**Required Staff** • Project team • Trainer

Conduct System Administration Training

Task Description

Spillman will conduct the following system administration training courses:

- Specialist Spillman application administration (3 days)
- Module-specific training, as appropriate

System administration training includes training in how to set up, enter, and administer the operational and administrative code tables. Following training, Customer will be responsible for entering the code tables. Customer must enter data into the code tables before user training begins. Spillman will also provide training on setting up users and groups including the granting of system privileges.

Additionally, by this time, Customer should have a good draft of its data entry standards. During this training, Spillman will work with Customer to review and finalize the data entry standards. Following training, Customer will be responsible for formalizing policies regarding the data entry standards. This task must be complete before user training begins.

Deliverables

- System administration training per the training plan

Prerequisites

- Spillman application installation
- Project team training
- Customer completion of data entry standards

Completion Criteria

This task will be complete when Spillman has provided the system administration training per the training plan.

Spillman	Customer
Responsibilities - System administrator training - Module administration training - Code table setup training	**Responsibilities** - Provide properly equipped location for training - Ensure appropriate personnel attend training per the training plan

Conduct System Administration Training	
	• Finalize data entry standards • Enter code tables
Required Staff • Trainer	**Required Staff** • Project manager (as needed) • Project team • System administrator • IT personnel • Department managers (as needed for code tables decisions)

Conduct Follow Up Map Training and Final Map Setup Training

Task Description

Spillman GIS trainers will conduct a follow up onsite training session to review the geofile map build and direct the necessary GIS modifications. These trainers will identify areas where the maps could be improved and assist Customer with any issues or problems it is experiencing.

Prior to Go-live, Spillman will conduct a final onsite training session to assist Customer in loading the map into the Spillman application.

Deliverables

- Onsite follow up map training
- Final onsite map load training

Prerequisites

- Spillman application installation
- System administration training
- Significant progress on Customer map build

Completion Criteria

This task will be complete when the final map build has been loaded into the Spillman application.

Spillman	Customer
Responsibilities • Provide onsite map build assistance to Customer • Assist with final map load	**Responsibilities** • Map build and GIS modifications • Perform final map load
Required Staff • Trainer (GIS)	**Required Staff** • GIS department • System administrator

Conduct End User Training

Task Description

Spillman will conduct end user training per the mutually agreed upon training plan.

Deliverables

- End user training

Prerequisites

- Functional testing completed
- Interfaces installed and configured

Completion Criteria

This task will be complete when Spillman has provided all end user training per the training plan.

Spillman	Customer
Responsibilities • Provide end user training per the training plan	**Responsibilities** • Provide training facilities and equipment • Ensure appropriate personnel attend each training class
Required Staff • Trainers	**Required Staff** • All employees (end users)

Cutover to Live Operation

Task Description

Spillman trainers will be onsite to assist Customer with cutover to live operation (Go-live).

On the day of cutover to live operation, Spillman will facilitate a Go-live kickoff meeting to ensure that all tasks are completed and involved Customer personnel are prepared for their roles during and post-cutover.

After cutover, Spillman's trainers will assist Customer personnel with the initial live database entry, providing guidance and training as needed. The trainers will troubleshoot live database problems that may occur and make minor configuration modifications as Customer makes initial database entries and enacts entire work processes in the live environment.

Spillman's trainers will hold meetings at the beginning and end of each workday to discuss concerns and issues that arise.

Customer's system administrators, project team, and other "supervisory users" shall also be present to provide guidance to Customer personnel who need additional assistance. Customer personnel are free to ask questions. The system administrators, project team, and other supervisory users should report issues and concerns they encounter to Spillman's trainers and project manager, who will incorporate the issues and concerns into daily meetings and one-on-one training.

Deliverables

- Trainers onsite for Go-live

Prerequisites

- Completion of all previous tasks

Completion Criteria

This task will be complete once live operations of the entire system have commenced and the other tasks described above been completed.

Spillman	Customer
Responsibilities	**Responsibilities**
• Facilitate Go-live kickoff meeting (first day of Go-live)	• Ensure appropriate personnel attend Go-live kickoff meeting

Cutover to Live Operation	
• Assist with initial live database entry • Observe operations and troubleshoot live database problems • Make minor modifications as needed • Work one-on-one with individuals needing extra assistance	• Provide guidance to individuals who need extra assistance • Relay issues and concerns to Spillman
Required Staff • Project manager • Systems engineer • Trainers	**Required Staff** • Project manager • All employees (end users)

Perform Site Audit and Analysis

Task Description

Approximately 3-6 months after cutover to live operation, a Spillman trainer will be onsite to observe how Customer personnel are using the System. The trainer will be available to answer any follow up questions and provide additional training to enhance user capabilities, showing the users alternative ways to use the System.

Deliverables

- Onsite analysis and training for up to three days

Prerequisites

- Go-live operations

Completion Criteria

This task will be complete after the Spillman trainer has conducted site audit and analysis.

Spillman	Customer
Responsibilities • Answer follow up questions • Show users alternative ways to use the system	**Responsibilities** • Communicate questions or concerns
Required Staff • Account trainer	**Required Staff** • Applicable staff

Major Milestones

- Hold project kickoff meeting
- Dane County Kickoff (Openhouse)
- Install and Configure hardware and operating system
- Install core Spillman application
- Data Migration
- Configure proposed interfaces as specified in the contract
- Conduct project team training
- Conduct system administration training
- Conduct end user training
- Cutover to live operations

Exhibit D

Data Migration

This exhibit includes a detailed checklist for the migration the Spillman system from an AIX, SUN, or Windows hardware platform to a Linux server.

Migration to Linux Checklist

Description

A Linux migration is the process of moving the Spillman system from an AIX, SUN, or Windows hardware platform to a Linux server. This conversion dumps data from the current production server, manipulates it from 4.6/6.1/6.2 up to 6.3, and then loads it into the new Linux Spillman 6.3 server.

Note: Red Hat Linux requires external network connectivity and a Red Hat Network subscription to receive required updates to the software.

Linux Migration Checklist	Y	N
Ensure new server meets the Spillman Hardware Recommendations.		
Ensure Red Hat Network Account is setup		
Schedule migration with the Spillman Installation Department		
Review how disk partitions need to be set up prior to the migration.		
Make free disk space available to allow for the database dump. The required amount depends on the size of the database.		
Review all the Spillman and custom interfaces. An understanding of how they work and how they exchange information is necessary so that the methods can be replicated on the new server.		
Schedule downtime accordingly with the department. During the second day of the migration, users will not have access to Spillman for four to eight hours. The downtime depends on the size of the database and the number of interfaces that need to be functional before bringing users back online (see Daily Migration Schedule below).		
Ensure cron jobs/scheduled tasks running on the original server are set up on the new server after the migration script completes.		
Ensure custom reports have been transferred to the new server		
Ensure all interfaces to hardware (ANI/ALI, paging, StateLink, cameras, etc.) are set up on the new server after the migration script completes.		

Ensure all interfaces to third parties are switched over to the new server after the migration script completes.		
Review all hardware and interfaces to ensure that they are compatible with Spillman 6.3 (agency may need to update hardware or work with third party interface vendors, which may accrue a cost).		

SAA Information

The Spillman technician will complete these steps to complete a migration:

- Run the migration data packager script on the site's source server.
- Install Spillman 6.3 on the site's target server.
- Transfer zip containing data from the source server to the target server.
- Run the migration data install script on the target server.
- Manually transfer source server's files/images/attachments to the target server.
- Run File Data Conversion.
- Run Jail Data Conversion – this is done later when scheduled.

Daily Migration Schedule	
Day 1	Installation/configuration of the OS and preparation for migration to occur on day two.
Day 2	Scheduled downtime for migration to occur. Any additional time will be used for getting critical interfaces back online
Day 3	Additional steps completed, to include the following: • Restore interfaces • Review checklist items • Troubleshoot any issues • Conduct question & answer period

Dane County WI Implementation Schedule

ID	Task Name	Duration	Start	Finish
1	Contract Signing	1 day	Thu 5/15/14	Thu 5/15/14
2	Contract and First Check Received and Processed	2 wks	Fri 5/16/14	Thu 5/29/14
3	**Pre-Implementation**	**1 day**	**Fri 6/6/14**	**Fri 6/6/14**
4	Internal Sales - Project Management Kickoff Meeting	1 day	Fri 6/6/14	Fri 6/6/14
5	Kickoff Meeting	3 days	Tue 7/15/14	Thu 7/17/14
6	Kickoff Meeting Onsite Open House and PIM	3 days	Tue 7/15/14	Thu 7/17/14
7	Training Scheduling	42 days	Tue 7/15/14	Wed 9/10/14
8	Provide Training Schedule	2 days	Tue 7/15/14	Wed 7/16/14
9	Review and Revise Training Schedule	4 wks	Thu 7/17/14	Wed 8/13/14
10	Invite Attendees for Each Class	4 wks	Thu 8/14/14	Wed 9/10/14
11	**Conduct Work-Flow Analysis**	**164 days**	**Mon 7/14/14**	**Thu 2/26/15**
12	**Data Entry Standards**	**164 days**	**Mon 7/14/14**	**Thu 2/26/15**
13	Review Current Data Entry Standards	1 wk	Mon 7/14/14	Fri 7/18/14
14	Revise/Create New Standards	3 wks	Mon 12/29/14	Fri 1/16/15
15	Formalize Policy and Create Forms	3 wks	Fri 1/23/15	Thu 2/12/15
16	Print and Distribute Forms	2 wks	Fri 2/13/15	Thu 2/26/15
17	**Geobase/Mapping**	**199 days**	**Fri 6/13/14**	**Wed 3/18/15**
18	Order ArcView Software	2 wks	Fri 6/13/14	Thu 6/26/14
19	Overview of Current GIS Data	3 days	Fri 8/22/14	Tue 8/26/14
20	Building of Map	12 wks	Wed 8/27/14	Tue 11/18/14
21	Map Data Loaded for Testing	3 days	Wed 11/19/14	Fri 11/21/14
22	Map Data Loaded for Production	3 days	Mon 3/16/15	Wed 3/18/15
23	**Installation Phase**	**125 days**	**Fri 6/13/14**	**Thu 12/4/14**
24	**Server**	**50 days**	**Fri 8/15/14**	**Thu 10/23/14**
25	Verify Server Specifications	1 wk	Fri 8/15/14	Thu 8/21/14
26	Order Server	4 wks	Fri 8/22/14	Thu 9/18/14
27	Configure Server	2 wks	Fri 10/10/14	Thu 10/23/14
28	Install Server	1 wk	Fri 10/10/14	Thu 10/16/14
29	**Order 3rd Party Products**	**20 days**	**Fri 6/13/14**	**Thu 7/10/14**
30	DL Scanners and Inmate Tracking Hardware	4 wks	Fri 6/13/14	Thu 7/10/14
31	**Spillman Support Connection**	**10 days**	**Fri 10/10/14**	**Thu 10/23/14**
32	Cisco VPN or LAN to LAN	2 wks	Fri 10/10/14	Thu 10/23/14
33	**Software**	**35 days**	**Fri 10/17/14**	**Thu 12/4/14**
34	Install New Modules	1 wk	Fri 10/17/14	Thu 10/23/14
35	Configure and Test Interfaces	6 wks	Fri 10/24/14	Thu 12/4/14
36	**Data Migration**	**5 days**	**Mon 12/8/14**	**Fri 12/12/14**
37	Spillman Software Load	2 days	Mon 12/8/14	Tue 12/9/14
38	Test Migration	1 day	Wed 12/10/14	Wed 12/10/14
39	Live Data Cut-over	1 day	Thu 12/11/14	Thu 12/11/14
40	Troubleshooting	1 day	Fri 12/12/14	Fri 12/12/14
41	**Training Phase**	**161 days**	**Mon 12/1/14**	**Mon 7/13/15**
42	Set Up Training Room	1 wk	Mon 12/1/14	Fri 12/5/14
43	Project Team Training	3 days	Tue 12/16/14	Thu 12/18/14
44	System Admin Training	3 days	Tue 1/6/15	Thu 1/8/15
45	Law Admin Training	3 days	Tue 1/13/15	Thu 1/15/15
46	Jail Admin Training	3 days	Tue 1/20/15	Thu 1/22/15
47	Create Code Tables	11 wks	Fri 12/19/14	Thu 3/5/15
48	User Training	21 wks	Tue 2/17/15	Mon 7/13/15
49	**Final System Setup Phase**	**15 days**	**Tue 7/14/15**	**Mon 8/3/15**
50	Determine Record Numbering	1 day	Tue 7/14/15	Tue 7/14/15
51	Go Live	3 wks	Tue 7/14/15	Mon 8/3/15

This Implementation Schedule is for example only, it is not meant to be a promissory timeline. Dates are to be determined by the agency and assigned Project Manager during the Kickoff Meeting
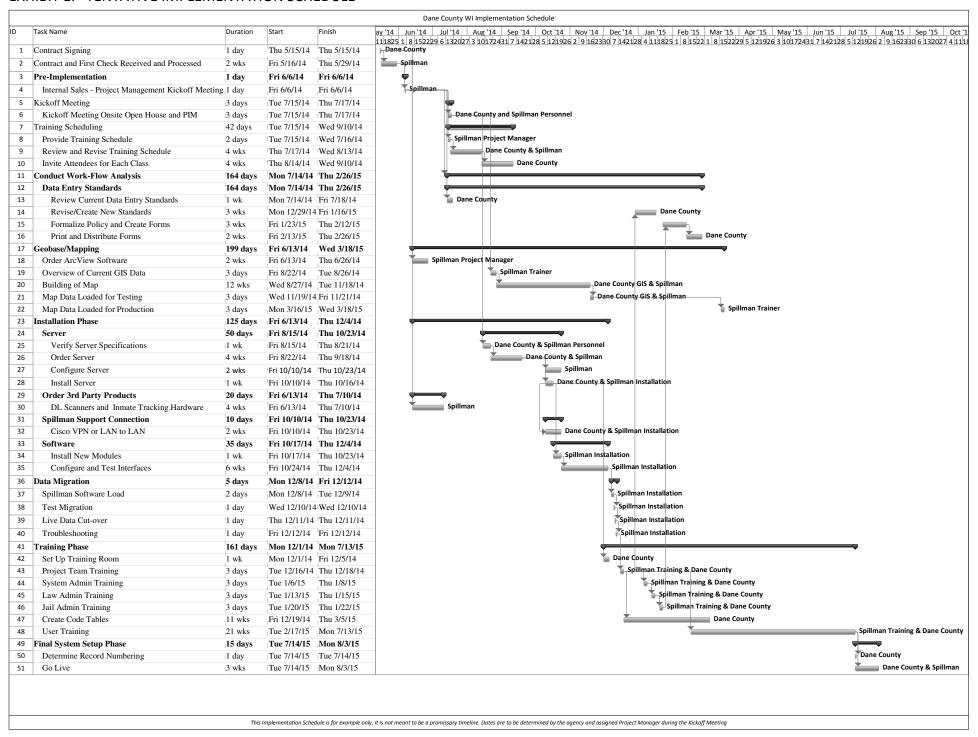
EXHIBIT F

TENTATIVE TRAINING SCHEDULE: see below for training schedule. Final training schedule will be mutually agreed upon between Provider and County during initial stages of implementation.

Training Schedule Summary

25 weeks of training classes with a minimum of 3 days per week to include the following:

- Project Team Training
- Specialist System Administration Training
- Law Administrator Training
- Jail Administrator Training
- User Training to include:
  - HUB: Inquiry/Data Entry with Imaging Training
  - Mobile and Law Module Training
  - Evidence/Bar Coding Training
  - Advanced Searching with Pin Mapping Training
  - Code Table Assistance
  - Civil Training
  - Jail Sentryx Training