spillman® technologies, inc.

a Motorola Solutions Company

Corona Contract Packet

Corona Police Department

spillman technologies, inc.
a Motorola Solutions Company

Purchase and License Agreement

Confidential and Proprietary

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

City of Corona ("Customer")
400 South Vicentia Ave, Suite 320
Corona, CA 92882

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. Documentation does not include Spillman marketing materials.

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, except to the extent otherwise expressly stated in this Agreement.

1.4 **"Third Party Software"** means software owned by third parties, whether (i) licensed by the third party to Spillman for distribution to Spillman's customers with the Software, such as mapping software, database software, paging software or open source software, or (ii) separately acquired by Customer as necessary or appropriate for use in conjunction with the Software, such as word processors, spreadsheets, terminal emulators, etc.

1.5 "**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.

1.6 **"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. If Third Party Software is provided to Customer by Spillman and is not subject to a separate third party license agreement, then Spillman sublicenses such Third Party Software to Customer pursuant to the terms of this Agreement that are applicable to the Software, provided, however, that Spillman does not make any warranties to Customer or agree to indemnify Customer for any claims regarding Third Party Software. Third Party Software may be used only in conjunction with Spillman's Software and, where applicable, the hardware with which such Third Party Software is intended to be used.

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 without limitation the restrictions with respect to Utilities set forth in Section 10. Notwithstanding any other terms of this Agreement, the parties acknowledge and agree that all rights and licenses granted under this Agreement are solely for the use of the Software by those Customer agencies listed in Exhibit B, Purchased Products and Services (the "Authorized Users"). The Authorized Users, including their personnel, are the sole licensees authorized to use the Software and related materials. Additional agencies may be added to Exhibit B as Authorized Users, by mutual written agreement of Customer and Spillman.

3.2 **Ownership.** The 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. Any Third Party Software distributed by Spillman is 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 the 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. If an immediate change in location is required due to an emergency or disaster recovery, Customer may do so provided that it notifies Spillman as soon as is feasible.

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 copy 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) the Documentation as reasonably necessary and appropriate for Customer's authorized use of the Software. Customer may not distribute any Documentation for use outside of Customer's primary place of business.

4.4 **Shared Agency Arrangements.** If Customer and another agency (a "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. Customer agrees to be responsible for timely payment of Spillman's invoices for the Shared Agency's license and services, whether such invoices are to be paid by the Shared Agency or Customer. 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.

4.5 **Cooperative Purchasing ("Piggyback").** Upon request of a third party state or local agency located in the same state as Customer (the "New Agency"), Spillman will negotiate an agreement with such New Agency that contains the same terms and conditions as this Agreement (excepting the terms described below), subject to the eligibility and validity of such piggybacking arrangement under state law, and provided that Spillman and the New Agency agree in writing upon the software, products and services to be licensed and purchased by the New Agency and the prices therefor, which shall be paid by the New 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 forty-five (45) days of the date of the invoice, unless a later payment due date is agreed to in Exhibit B. 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 terminate this Agreement pursuant to Section 12.4 or, upon thirty (30) days' prior written notice to Customer, suspend performance of Spillman's services until the past due amounts are paid. Customer shall also be liable for all costs of collection, including reasonable attorney's fees, whether or not a suit is instituted.

Section 6: Maintenance and Support Services

6.1 **Support Agreement.** Spillman will provide maintenance and support services to Customer with respect to the Software pursuant to the terms of the Maintenance and Support Agreement attached as Exhibit A hereto (the "Support Agreement"), subject to Customer's payment of the applicable annual support and maintenance fees after the Warranty Period ends.

Section 7: Customer Responsibilities

7.1 **Spillman Application Administrator.** Customer is responsible for designating a Spillman Application Administrator ("SAA") 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 Contacts.** Customer will provide contact information for its SAA and other personnel who are authorized to contact Spillman support to Spillman's support department. Each designated SAA and Customer support contact 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.

7.3 **Additional Components.** Other components (hardware and/or Third Party Software) may be required for the use of the Software, including without limitation workstations, personal computers, networks, operating systems, and Internet connectivity. 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 a secure environment and according to the specifications for the equipment as specified by its manufacturer.

7.5 **Improper Use.** Customer shall use reasonable efforts to prevent its employees and independent contractors from making unauthorized copies of the Software, improperly using the Software, or otherwise breaching this Agreement. 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. Customer is liable for any breach of this Agreement by any employee or agent of Customer.

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 **Limitations on Service Bureau Work and Sharing Arrangements.** No service bureau work, multiple-user license, or time-sharing arrangement is permitted, except for Authorized Users as defined in Section 3.1, and any Shared Agencies as expressly authorized in writing by Spillman as set forth in Section 4.4. 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 contemplated by this Agreement. A party may disclose Confidential Information only to its employees and contractors who need to know such information, and who are also bound to keep such information confidential. A party may also disclose Confidential Information to the extent required by the open records act or other freedom of information laws or regulations, provided that it gives the other party reasonable prior notice of such disclosure and, if feasible, the opportunity to object to or seek to limit such disclosure. 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 Customer's 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.

9.3 **Restrictions on Spillman's Disclosure.** All non-public documents and data provided by Customer to Spillman, including any materials created by Spillman that incorporate Customer's Confidential Information or data, shall be held confidential by Spillman. Such documents and data shall not, without the prior written consent of Customer, be used or reproduced by Spillman for any purposes other than the performance of service by Spillman under this Agreement. Spillman shall not disclose, cause or facilitate the disclosure of such Confidential Information to any person or entity not connected with the performance of Spillman's services or the project. Spillman shall not use Customer's name or insignia, photographs of Customer's project, or any publicity pertaining to Customer's project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Customer.

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 and Spillman's APIs, 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 permits customers to use the Utilities, but solely at the customers' own risk. 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 Warranties and Limitation of Liability; Indemnification

11.1 **Functionality Warranty.** 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 completion of the 60-Day Performance and Reliability Period as defined in Exhibit G, Acceptance Test Plan. 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 set forth in Section 11.1 shall apply only to the most current version of the Software issued by Spillman. 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 **Performance Warranty.** Spillman warrants that its services performed pursuant to this Agreement will be performed in a professional and workmanlike manner, for a period of ninety (90)

days after the date of performance of such services. The City must notify Spillman of any claims of breach of this warranty within such time period.

11.5 **Intellectual Property Warranty.** Spillman warrants, to its knowledge, that it and its subcontractors have the right to license the Software, or pass through the license of Third Party Software, pursuant to this Agreement. For any third party claim of infringement arising out of Customer's use of the Software, Spillman will indemnify Customer as set forth in Section 11.10 below. Such indemnity constitutes Customer's sole remedy for any third party infringement claim relating to the products provided by Spillman and its subcontractors and sub-consultants pursuant to this Agreement.

11.6 **Malicious Code Warranty.** Spillman warrants, to its best knowledge, that its Software, as delivered from Spillman to Customer, will not include any Malicious Code, and Spillman will use commercially reasonable efforts to keep Malicious Code out of the Spillman software. "Malicious Code" means any virus, worm, trap door, back door, snoopware, spyware, malicious logic, Trojan horse, time bomb or other malicious functionality that would intentionally erase or render data and programs unusable or intentionally interfere with any software or Customer's computer system.

11.7 **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. Customer agrees that Spillman is not responsible, and Spillman disclaims all liability, for any claims or damages arising out of or related to any unauthorized persons hacking into or accessing Customer's database or the Software.

11.8 **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, TORT, OR STRICT LIABILITY, 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. The liability limitations set forth in this Section 11.8 will not apply to indemnification obligations under Sections 11.10 and 11.11 below.

11.9 **Limitation of Damages.** IN NO EVENT SHALL SPILLMAN AND ITS LICENSORS BE LIABLE FOR ANY LOSS OF PROFITS; ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, 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.

11.10 **Infringement Indemnification.** Spillman agrees to defend Customer and its directors, officials, officers, employees, volunteers and agents ("Indemnitees") 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 an Indemnitee unless (i) Indemnitee promptly notifies Spillman of any such claim; (ii) Indemnitee gives Spillman sole control of the defense and all settlement negotiations, and the authority to represent Indemnitee in defending the claim; and (iii) Indemnitee provides Spillman with any information and assistance that Spillman reasonably requests in defending against the claim. Failure by Indemnitee to give prompt written notice shall not relieve Spillman of its obligations hereunder unless such failure is material to Spillman's ability to defend or settle the claim. Indemnitee 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 Indemnitee 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 Indemnitee. 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; where permitted; Spillman will pass through to Customer any warranties and indemnification provided by the applicable Third Party Software or hardware manufacturer, including infringement indemnities where available. Notwithstanding the foregoing, to the extent Spillman's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Spillman. This Section 11.10 states Spillman's entire obligation with respect to any claim for infringement or misappropriation of any third party intellectual property rights.

11.11 **General Indemnification.** Spillman shall defend, with counsel of Indemnitee's choosing and at Spillman's own cost and expense, Indemnitee(s) from and against any third party claims, demands, actions, lawsuits, and proceedings, at any time asserted or made against an Indemnitee (each, a "Claim"), and shall indemnify and hold Customer and any other Indemnitee harmless, without limitation, from and against amounts finally awarded against Indemnities in any legal action arising out of such a Claim to the extent that damages are caused by a negligent or reckless act, omission or willful misconduct of Spillman or those parties under control of Spillman while performing any Service pursuant to this Agreement. The Indemnitee's selection of legal counsel shall be subject to the consent of Spillman, which consent shall not be unreasonably withheld; provided, however, that Spillman's refusal to accept a tender of defense by Indemnitee shall be deemed to be an unreasonable withholding of consent by Spillman as to Indemnitee's selection of legal counsel. To the extent that the Indemnitee selects the Indemnitee's in-house legal counsel, Spillman hereby consents to such selection. The foregoing excludes any Claims related to the functionality or use of, or bugs or errors in, the Software and Third Party Software provided by Spillman, which shall be governed solely by the warranty terms of this Agreement. The Indemnitee shall promptly notify Spillman in writing of the Claim (provided, however, the Indemnitee's failure to provide prompt notice will relieve Spillman of its obligations only if and to the extent that Spillman is materially prejudiced by such delay) and allow Spillman to control the defense or settlement of such Claim. The Indemnitee will provide Spillman with all reasonable assistance in

defending or settling such Claim, at Spillman's expense. Spillman shall not settle any Claim that involves a remedy other than the payment of money without the prior consent of the Indemnitee, which shall not be unreasonably withheld.

11.12 **Indemnification Survival and Limitations.** Spillman's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by Indemnitees.

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 for cause as provided herein, or by Customer as permitted under Sections 12.3 or 12.5.

12.2 **Support Required.** Customer is required to continue purchasing support and maintenance services from Spillman throughout the term of this Agreement provided that Spillman continues to offer and provide such support and maintenance services, 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. Notwithstanding the foregoing, this Agreement shall not terminate and Customer's license of the Software will continue perpetually if Spillman terminates the Support Agreement without cause, unless this Agreement is otherwise terminated pursuant to the terms of this Section 12.

12.3 **Termination without Cause.** Customer may terminate this Agreement at any time upon thirty (30) days' prior written notice to Spillman, without cause. In such case Spillman will be entitled to receive as compensation from Customer, upon appropriate documentation, its fees for all labor adequately performed up to and including the effective date of the termination, and the cost of all materials and supplies that have been purchased for Customer.

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 Support and Maintenance Agreement (Exhibit A) or any Statement of Work executed by the parties – 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 **Termination for Loss of Funding.** Customer may also terminate or suspend this Agreement upon thirty (30) days prior written notice in the event of the elimination of an appropriation for, or the non-availability of, sufficient funds for the purposes of this Agreement. In such case Spillman will be entitled to receive as compensation from Customer, upon appropriate documentation, its fees for all labor performed up to and including the effective date of the termination, and the cost of all materials and supplies that have been purchased for Customer.

12.6 **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 license fees or purchase price, as applicable. 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, 11.7 through 11.12, 12.6 and 13 shall survive termination of this Agreement. In the event this Agreement is terminated as provided herein, Customer may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Customer may retain any reports created by Spillman specifically for Customer.

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 and Jurisdiction; Legal Claims.** This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Spillman must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against Customer. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Spillman. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against Customer. In any legal action between the parties, the prevailing party shall be entitled to an award of its reasonable costs and attorneys' fees from the other party. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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 **Reserved.**

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.

13.11 **U.S. Government Restricted Rights.** Any software obtained for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government") is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation).

13.12 **Insurance.** Spillman shall maintain insurance as per the terms of Exhibit I.

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

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

Accepted and Approved by:

City of Corona

Signature: DocuSigned by: James Patton 18FD4B026CC14AA...

Print Name: James Patton

Title: Interim Police Chief

Date: 12/20/2017

City of Corona

Signature: DocuSigned by: Jamie Raymond 80D357DCEDA9423...

Print Name: Jamie Raymond "Approved as to Form"

Title: Chief Deputy City Attorney

Date: 12/22/2017

City of Corona

Signature: DocuSigned by: David P Duffy

Print Name: David Duffy

Title: Fire Chief

Date: 12/20/2017

City of Corona

Signature: DocuSigned by: Lisa Mobley

Print Name: Lisa Mobley

Title: City Clerk

Date: 12/22/2017

City of Corona

Signature: DocuSigned by: Cita Longsworth

Print Name: Cita Longsworth

Title: Purchasing Manager

Date: 12/22/2017

DocuSigned by: Darrell Talbert EBEAE276470E410...

Darrell Talbert

City Manager

12/22/2017

Spillman Technologies, Inc.

Signature: DocuSigned by:

Print Name: Joe Lunt

Title: Vice President

Date: 12/18/2017

Exhibit A

Maintenance and Support Agreement

Exhibit A
Maintenance and Support Agreement

This Maintenance and Support Agreement (the "Support Agreement"), dated effective as of the date this Agreement is signed by both parties below, is by and between Spillman Technologies, Inc. ("Spillman") and the City of Corona ("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"** means the hours between 5:00 a.m. and 5:00 p.m., Pacific Time, Monday through Friday, excluding regularly scheduled holidays of Spillman.

1.2 "**Enhancement"** means 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"** means 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"** means 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"** means new versions of the Software, including all Error Corrections and Enhancements.

1.6 "**Response"** shall have the meaning set forth in Attachment 1 to this Exhibit A.

1.7 "**Support Term"** means the entire period during which Customer is receiving support services for the Software under the terms of this Support Agreement, beginning on the installation date of the Software. Support services are included during the Software's Warranty Period, as defined in Section 11.1 of the License Agreement, which is the "Initial Support Term." 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 **Support Termination.** 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, operating system and version approved by Spillman; and

2.1.3 Customer must be current on payment of maintenance and support fees.

2.2 **SAA Replacement.** If Spillman reasonably determines that the acting SAA does not have the training or experience necessary to communicate effectively with Spillman support personnel, Spillman may so advise Customer and recommend that Customer appoint a new Spillman Application Administrator ("SAA") or take other corrective action. The parties will reasonably negotiate and cooperate to resolve such issue in a mutually agreeable fashion.

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 **Support Center.** Spillman shall maintain a Support Services Control Center capable of receiving from the SAA reports of any software irregularities, and requests for assistance in use of the Software. Spillman agrees to the Response time commitments set forth in Attachment 1 to this Exhibit A.

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

3.3 **Error Correction.** 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 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 may, but is not obligated to, provide Error Corrections for any version of the Software other than the most recent Release.

3.4 **Software Releases.** 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 provide Customer with one copy of each new Release, without additional charge or license fees, except that Spillman reserves the right to charge a separate license fee to cover the cost of (a) any pass-through fees from third parties, and/or

(b) any modifications to the Software required due to events outside of Spillman's reasonable control (e.g., change in laws or regulations or changes in third party software or hardware required for use of the Software), where not charging an additional fee for the release would cause Spillman substantial financial hardship. 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 **Enhancements.** 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 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 **Third Party Products.** Spillman will not provide support for any third party products, including hardware, or support for hardware failure due to the use of any third party products. Spillman may in its discretion provide first-line support for Third Party Software distributed by Spillman; if not, Spillman will refer Customer to the vendor of such software for resolution of support issues.

4.2 **Customized Interfaces and Software.** Spillman's support fees for any custom interfaces or other customized Software developed by Spillman or any third party for Customer are set forth in the applicable exhibit for such interface or customized Software, and are also included as part of the general support fee set forth in Exhibit B and in the pricing worksheet provided by Spillman to Customer. Such support and maintenance services include bug fixes and minor modifications to the custom interface or software. They do NOT include major revisions or rewrites, such as those required to make a custom interface work with a new or upgraded version of the applicable third party software. Custom interfaces and support therefore are specific to the designated version of the applicable third party software or system. Any major changes to such third party software or system will require a new custom quote for Spillman to modify the custom interface to work with the new version of the third party software or system. Spillman's support fees may also differ for the new version of the custom interface.

4.3 **Network Failures.** Spillman will not provide support for any network failures or problems including, but not limited to, cabling, communication lines, routers, connectors, and network software.

4.4 **Data Recovery.** Spillman's standard support does not include 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. However, if the data loss was due to a Spillman software error or a mistake by Spillman personnel, Spillman will waive its normal fees for assisting with recovery of data lost in the prior seventy-two

hours. The parties acknowledge that Customer's backup procedures are responsible for preventing any greater data loss.

4.5 **Unauthorized Use.** Spillman will not provide support where the problem arises out of 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.

4.6 **Database Modifications.** Spillman will not provide support for 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.

4.7 **Misuse or Damage.** Spillman will not provide 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.

4.8 **Operating System.** Spillman is not responsible for supporting, configuring, maintaining, or upgrading the operating system, including, but not limited to, backups, restores, fixes, and patches, or for providing assistance with problems caused by operating system installation, configuration, errors, maintenance or repair, or using incorrect versions of the operating system.

4.9 **Onsite Visits.** Onsite service visits to Customer's facility by Spillman are subject to additional charges, as set forth in Section 7.5.

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

Section 5: Obligations of Customer

5.1 **Software Connectivity.** Customer must maintain and provide, at no cost to Spillman, a CJIS-approved broadband internet connection to the server(s) used with the Software, 24 hours per day, 7 days per week, to facilitate remote support utilities enabling Spillman support personnel to connect to and provide assistance with the server(s) used with the Software. Third party connectivity tools, such as client VPN software, which must be installed on Spillman equipment, cannot be required by Customer.

As required by the Customer's Administrative Policy No. 04600.002, access to Customer's computer systems, database and/or server(s) ("Customer Systems") to perform the Services or complete the Project requires Spillman and each employee, officer, official, representative or agent of Spillman who will be required to have access to the Customer Systems (collectively "User") to execute Customer's Computer System Remote Access Responsibility Form ("Responsibility Form"), which is incorporated herein by reference. The Responsibility Form provides, among other things, that User will be responsible for the care, use, damage and replacement of any security token issued to User to provide secure access to the Customer Systems, User will not disclose any access codes or passwords used to access the Customer Systems, User will not disclose any documents, information, data or other material on the Customer Systems, and User will be responsible for any damage to the Customer Systems caused by User's remote access to the Customer's Systems

Access to the Customers Systems requires utilization of Bomgar or AnyConnect as required by the Customer's Information Technology Department.

5.2 **Customer Representative During Onsite Visits.** Customer's SAA or another authorized representative of Customer must be present when any onsite support is provided. Customer agrees that if such representative is not present when the Spillman representative arrives onsite, 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 Spillman's expenses relating to the visit. If Spillman's onsite support person determines that changes to Customer's system (hardware or software) are required or advisable, it will inform Customer's representative. If such representative is not authorized to make or approve changes to Customer's system, as applicable, Customer will promptly make available such a person.

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

5.4 **SAA Assignment.** Customer is responsible for providing one or more qualified Spillman Application Administrators as described in Section 6 of this Support Agreement. At least one authorized representative, as specified in Appendix 1 attached hereto, 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 **Security.** Customer is responsible for providing all network and server security.

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

5.7 **CJIS Compliance.** Customer is responsible for its own adherence to the FBI Criminal Justice Information Services (CJIS) Security Policy, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (to the extent applicable) and any other applicable security and privacy laws and regulations. Spillman will reasonably cooperate with Customer in connection therewith.

To the extent applicable for public safety software vendors, Spillman will maintain responsibility and security controls to comply with the California Department of Justice California (CA DoJ) Law Enforcement Telecommunication System (CLETS) Policy, Practices and Procedures (PPP) and the Federal Bureau of Investigations (FBI) Criminal Justice Information Services (CJIS) Security Policy. Spillman will negotiate and maintain a mutually agreeable CLETS Private Contractor Master Control Agreement (PCMCA) with the Corona Police Department to perform administration of criminal justice systems in accordance with the FBI, CJIS Security Addendum.

Spillman's staff will be required to complete background investigations through the Utah Department of Public Safety's division of Criminal Identification (BCI), and provide finger print ID cards for employees to Spillman's CA DoJ law enforcement agency approved for providing background checks on behalf of the Corona Police Department. In the State of California, the Monrovia Police Department serves as the approved agency.

All expenses related to Spillman's compliance of the CLETS PPP and CJIS Security Addendum requirements, the required awareness training, and background checks of its employees providing direct support to the Customer will be Spillman's responsibility.

Spillman will provide assistance to the Corona Police Department in completing technical questions in response to the CLETS application for the new system.

Section 6: SAA and Support Contact Requirements

6.1 **Certification.** Customer's designated SAA 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 SAA 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. Basic System Administration, and
iv. General training applicable to the Software used by Customer.

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

6.2 **SAA Training Costs.** Customer will be responsible for the costs of such training, including any course fees, travel, and lodging expenses.

6.3 **SAA and Support Contact Information.** Contact information for Customer's SAA(s) and other authorized support contacts must be provided by Customer to Spillman's Technical Services department. Any changes to Customer's SAA and support contacts names and contact information must be promptly provided to Spillman's support department.

6.4 **Qualifications.** Each designated SAA and Customer support contact 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 **Support Fees.** During the Initial Support Term, support services are included as part of the initial purchase price paid by Customer. Thereafter, Customer shall pay Spillman the support fee identified in Exhibit B (Purchased Products and Services) or Spillman support invoice, and any other charges or fees described herein. Spillman reserves the right to change its support fee, effective upon no less than 90 days written notice to Customer prior to the end of the current annual period, provided that any such increases shall not exceed three percent (3%) per year for the first five years, beginning with the Initial Support Term.

7.2 **Support Fee Invoices.** Spillman shall invoice Customer for annual Support Fees at the beginning of each fiscal year of Customer, i.e., July 1. The Support Fees for the Initial Support Term shall be prorated from the beginning of such term through the end of June. 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 those charges and expenses accrued or were incurred. Customer shall pay the invoiced amounts within forty-five (45) days of receipt of such invoices. If any Support Fees are not paid when due, Spillman may terminate this Agreement pursuant to Section 8.2.2 or, upon seven (7) days' prior written notice to Customer, suspend performance of Spillman's services hereunder until the past due amounts are paid.

7.3 **Equipment Fees.** 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 Software.

7.4 **After-Hours Charges.** 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. However, Customer will not be required to pay for work performed outside of Coverage Hours in the event the issue is a Critical (Severity Level 1) Error in the Software, as defined in Attachment 1 hereto.

7.5 **Onsite Support** If Customer requests onsite support services, Customer shall reimburse Spillman for all labor, travel, and related expenses incurred by Spillman in providing such support services, unless the parties mutually agree that such onsite visit is required to fix a Critical (Severity Level 1) Error in the Software that Spillman is unable to correct remotely.

7.6 **Additional Fees.** 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 forty-five (45) 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. Additionally, Spillman may adjust support fees based on changes in (1) additional licenses or modules purchased by Customer, (2) Customer's hardware, (3) the Coverage Hours selected by Customer, or (4) Customer's violation of the restrictions set forth in Section 4.5 of this Support Agreement. For additional services required by the Customer that fall outside of the services included in this agreement, Spillman may charge the Customer according to the fee schedule below.

Service	Hourly Rates
Programming	$165.00
Design	$165.00
On-Site Support	$165.00 + travel and per diem (if applicable)
After Hours Support	$247.50 ($165.00 x1.5)
After Hours Support (Sundays and Holidays)	$330.00 ($165.00 x2)
Training	$50.00 + travel and per diem (if applicable)
Installation	$50.00 + travel and per diem (if applicable)
Project Management	$50.00 + travel and per diem (if applicable)

All prices for fees listed under Section 7 of this agreement are the current rates at the time of this Agreement. Spillman reserves the right to change fees as it deems necessary. Service hours are calculated in half hour increments.

Section 8: Termination

8.1 **Automatic Termination.** This Support Agreement shall automatically terminate immediately upon termination of the License Agreement for any reason. However, if termination of the License Agreement is in dispute for any reason, upon request of either party this Support Agreement will remain in effect until otherwise agreed or the matter is resolved.

8.2 **Termination by a Party.** 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 **Final Invoicing upon Termination.** 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 **Incorporation of General Terms.** 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. This Support Agreement shall be considered as part of the License Agreement for purposes of the liability cap set forth in Section 11.8 of the License Agreement.

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

City of Corona

Signature: DocuSigned by: James Patton 18FD4B026CC14AA...

Print Name: James Patton

Title: Interim Police Chief

Date: 12/20/2017

City of Corona

Signature: DocuSigned by: Jamie Raymond 68D357DCEDA0423...

Print Name: Jamie Raymond "Approved as to Form"

Title: Chief Deputy City Attorney

Date: 12/21/2017

City of Corona

Signature: DocuSigned by: David P Duffy D9818C3060F34A1...

Print Name: David Duffy

Title: Fire Chief

Date: 12/20/2017

City of Corona

Signature: DocuSigned by: Lisa Mobley 78C43D8C8F804DB...

Print Name: Lisa Mobley

Title: City Clerk

Date: 12/22/2017

City of Corona

Signature: DocuSigned by: Cita Longsworth 1EPB12FC89424B4...

Print Name: Cita Longsworth

Title: Purchasing Manager

Date: 12/22/2017

Spillman Technologies, Inc.

Signature: DocuSigned by: 789A274D7244487...

Print Name: Joe Lunt

Title: Vice President

Date: 12/18/2017

Attachment 1 to Exhibit A
Spillman Error Levels

Type of Error	Definition	Response Time
Critical (Severity Level 1)	Customer's production Software system is down and Customer is unable to use the Software Or A critical core Software system component, i.e., CAD, Mobile (a "Critical Core Component") is entirely non-functional; none of the modules or functions of that Critical Core Component are working	within 2 Coverage hours
Urgent (Severity Level 2)	A non-critical core Software system component, i.e., RMS, JMS (a "Non-Critical Core Component") is entirely non-functional; none of the modules or functions of that Non-Critical Core Component are working	within 4 Coverage hours
Standard (Severity Level 3)	There is a problem with the Software, but the majority of Software functions, including all Core Components, are still usable. Some circumvention may be required to provide service (for example, an infrequently used subcommand gives an incorrect response)	within 6 Coverage Hours
Minor (Severity Level 4)	There is a minor problem or question that does not affect the Software's functioning (for example, poorly worded or misspelled text)	within 16 Coverage Hours

Notes:
Spillman's support obligations are subject to the terms of the Support Agreement, including the exceptions set forth in Section 4. Specifically, problems and Errors (including system down) that are caused by hardware, network, third party software, and/or customer data and infrastructure issues, are exempt from these commitments.

"Response" means that a Spillman representative either answers Customer's initial telephone call to Spillman's support center, or contacts Customer in response to such call if Customer leaves a message.

Spillman will use its best efforts to maintain a 95% or better Response time Severity Levels 1 and 2 items over any annual period, and will use commercially reasonable efforts to meet the above Response times for Severity Levels 3 and 4. Isolated and/or infrequent failures to meet the above response time commitments shall not constitute a breach of contract.

Spillman will provide status notifications to Customer via telephone, email and/or the MySpillman web portal.

Exhibit B

Purchased Products and Services

spillman technologies, inc.
a Motorola Solutions Company

Exhibit B
Purchased Products and Services

City of Corona

Price Estimate Date: November 28, 2017

Expiration Date: December 28, 2017 Prepared By: Ryan Montgomery

Spillman Advantages and Long-Term Return on Investment

- Over 35 years of experience in the public safety software industry
- 100% of employees dedicated to public safety software (no competing interests)
- All of the core software products as well as the project management, training, and support services outlined in this proposal, were developed and are maintained in-house.
- Site licensing structure for all modules allows for future growth (unlimited users)
- Product upgrades and enhancements included for the life of the contract
- First-year maintenance, a comprehensive 12 month warranty, unlimited standard business-hour support are included with the Spillman system
- Approximately 2,000 customers nationwide
- The pricing below reflects a not to exceed amount, for all products and services included in this agreement.

Software, Services and Hardware	
Inclusions	**Price**
Total Software	$881,007.63
Total Professional Services/Implementation	$237,200.00
Grand Total	**$1,118,207.63**

4625 Lake Park Blvd., Salt Lake City, Utah 84120 | Toll-free: 800.860.8026 | Fax: 801.902.1210
www.spillman.com

Core System Functionality

At the core of Spillman's system is our Integrated Hub, a single-source database where information is referenced by all modules. Using a centralized database, all information is entered, stored, and then extracted in real time from one location. Spillman's Integrated Hub allows all applications in the system to reference the same repository of information. This modular design eliminates complicated "internal" interfaces users from duplicating data entry, which saves time and ensures data accuracy.

Core System	
Modules	**Price**
Integrated Hub	
• Stores all system information, which can be accessed from one central repository. (Master name, vehicle and property) • Prevents users from duplicating data entry, saving time and ensuring accuracy	See Detailed Worksheet
Sentryx GIS (Geobase) – Address Verification	
• Interfaces directly with the Esri ArcGIS server • Optimizes agency responses through accurate & verified geographic information	See Detailed Worksheet
Visual Involvements® (Link Analysis)	
• Links an unlimited number of related items and records across the system	See Detailed Worksheet
Reporting	
• Includes more than 2,000 preformatted reports that support the tracking and maintenance of critical information • Creates ad hoc reports in third party systems such as Microsoft Excel and Crystal Reports based on ODBC compliance	See Detailed Worksheet
File Attachments	
• Accommodates unlimited file types (i.e., images, sound clips, videos) • Incorporates media files directly into the records housed in the system	See Detailed Worksheet
Warrants	
• Generates a detailed history of all attempts to serve warrants • Tracks each warrant through its lifecycle, including the initial receipt, completion of service, and its return to court	See Detailed Worksheet
Case Management	
• Tracks detailed status information for cases from beginning to end • Leverages Involvements® to link information on all persons, property, and vehicles associated with a case	See Detailed Worksheet
Message Center	

Core System	
Modules	**Price**
• Supports sending and receiving of agency-wide email and instant messaging • Displays scrolling BOLOs and other alerts along the bottom of the screen	See Detailed Worksheet
View-only Workstations	
• Grant unlimited view-only licenses to outside departments at no additional cost • System administrators may restrict security privileges to determine which tables can be accessed	See Detailed Worksheet

Computer-Aided Dispatch

Spillman's integrated CAD enables dispatch personnel to access mission-critical information and effectively manage calls for single agencies and multiple jurisdictions. Advanced features such as real-time call updates, unit responses, and automatic alerts for wanted persons and dangerous locations help ensure appropriate units are dispatched in the most efficient way possible – every feature of Spillman's CAD system has been designed to provide users with the tools necessary for safe and efficient responses.

Computer-Aided Dispatch (CAD)	
Modules	**Price**
CAD	
• All system modules are fully integrated, dispatchers can easily access data from any table with a single login • Ensures officer safety by displaying automatic visual alerts that provide up-to-date information on warrants, etc.	See Detailed Worksheet
CAD Mapping	
• Provides users with powerful access to location and call information based on full integration with the CAD system • Allows dispatchers to quickly and easily dispatch units with drag-and-drop functionality	See Detailed Worksheet
AVL	
• Enables dispatchers to view all active calls and closest units • Provides the information needed for dispatching personnel directly from the mapping location	See Detailed Worksheet
E9-1-1 Interface	
• Populates ANI/ALI automatically into the Spillman CAD system • Allows dispatch centers to pinpoint cellular call locations	See Detailed Worksheet
ProQA Medical Interface®	
• Allows agency personnel to transfer important medical call data between Spillman's Computer-Aided Dispatch solutions and ProQA • The ProQA Interface populates ProQA data into the appropriate CAD records. Medical ProQA discipline only	See Detailed Worksheet
Alarm Tracking & Billing	
• Tracks false alarms, manages alarm fees, and generates statistical reports, tickets, bills, and correspondence • Enables users to print letters and tickets for false alarms, overdue payments, and failures to register	See Detailed Worksheet

Records Management

Spillman's integrated system allows users to maximize the use of information throughout the entire records management process while maintaining data integrity and improving efficiency. Spillman's Law Records Management System consolidates all law incident records into a single database and allows users to easily generate incident and case management reports. For criminal and non-criminal incidents alike, agencies have the ability to search on and track complaints, victims, offenders, suspects, witnesses, evidence, vandalism, arson, vehicles, and stolen and recovered property.

Records Management System (RMS)	
Modules	**Price**
RMS (Law Records)	
• Consolidates all law incident records into one database and provides easy-to-generate management reports • Tracks complaints, victims, offenders, suspects, witnesses, evidence, vandalism, arson, vehicles, or stolen property	See Detailed Worksheet
CA UCR Reporting Interface	
• Enables users to easily compile detailed crime summary and activity information for submitting UCR reports that meet state and federal standards • Automatically retrieves data from the Spillman system for report generation, eliminating any manual or redundant efforts to create these reports • Does not include IBR	See Detailed Worksheet
Evidence Management	
• Maintains complete and accurate chain of custody for all evidence received • Records changes in location, status, and custodian of evidence items, providing a detailed history item receipt through its release or disposal	See Detailed Worksheet
Evidence Barcode and Audit	
• Allows for simplified data entry, precise labeling, and hand-held auditing of storage locations • Enables users to easily inventory and audit evidence using a handheld barcode reader	See Detailed Worksheet
Traffic Information	
• Delivers consistent, accurate data for shaping sound traffic safety procedures • Monitors activity on your roadways and generates quantifiable reports for traffic management	See Detailed Worksheet
Pin Mapping	
• Provides accurate and timely data to analyze incidents and crime trends • Supports crime investigations with powerful searching capabilities that access critical information for effective decision-making, rapid deployment tactics, and prompt assessments	See Detailed Worksheet

Spillman Mobile

Spillman's CAD, RMS, and Mapping modules are fully integrated with Spillman Mobile solution, which allows for access to critical data in real time and improves efficiencies for officers in the field. Because all modules are completely integrated, alerts, warnings, and historical information appear with all relevant records, allowing users to make informed, split-second decisions. Spillman's Automated Field Reporting and single search capabilities allow users to instantly search local databases, as well as state and national databases with a single query.

Spillman Mobile	
Modules	**Price**
Mobile Records	
• Provides field system data access without officers leaving the vehicle or requiring dispatcher assistance • Allows users to search names, vehicles, incidents, property, wanted persons, & more than 20 other types of records	See Detailed Worksheet
Mobile Law and Field Interview Forms	
• Enables officers to quickly complete forms directly from the patrol vehicle • Stores Spillman RMS form information, electronically routed for approval	See Detailed Worksheet
Mobile Mapping and AVL	
• Tracks the location of all fleet units in real-time through Global Positioning System (GPS) receivers • Allows users to view the location of nearby units to determine where the closest officer is for backup	See Detailed Worksheet
Mobile AVL Routing (Quickest Route)	
• Improves response times by dispatching the unit closest to a call • Calculates the total drive time to reach a call and displays the ideal route and driving directions	See Detailed Worksheet
Driver License Scanning Interface	
• Gives officers the ability to scan a driver license, automatically populate Mobile search screens with the driver's name, date of birth, address, physical description, and driver license identification number • Automatically queries the local database as well as state and National Crime Information Center (NCIC) databases	See Detailed Worksheet
Mobile Voiceless Dispatch	
• Enables personnel to quickly update status, as well as add/view call comments • Accesses radio logs and incident information without burdening dispatchers	See Detailed Worksheet
Spillman Touch (Smartphone/Tablet)	
• Provides access dispatch information, and receive call assignments using a mobile device • Searches for name, vehicle, property, and incident records from a mobile device	See Detailed Worksheet

Spillman Mobile	
Modules	**Price**
Mobile State and National Queries (CLETS)	
• Allows users to search databases for name, vehicle, property, guns, and wanted person records and images • Perform state and federal searches simultaneously with one query	See Detailed Worksheet

Crime Analysis – Intelligence Led Policing

Spillman's crime analysis tools allow agencies to maximize historical data by identifying crime trends, hotspots, and patterns from using information in the Spillman database. This information affords the ability to monitor the health of their organizations and make informed decisions about how to best utilize agency resources and personnel. The integration found in Spillman's unique Single-Source Database delivers the use of current, accurate, and assessable data, which is essential for the proactive deployment of resources.

Crime Analysis	
Modules	**Price**
CompStat Dashboard	
• Identifies crime trends for determining best use of agency resources • Calculates statistics and presents information in an easy-to-analyze format without having to run multiple reports	See Detailed Worksheet
Command Staff Productivity Dashboard	
• Visual representation of officer workload, performance, and productivity • Calculates statistics and presents information relating to groups and individual system in an easy-to-analyze format without having to run multiple reports	See Detailed Worksheet
CAD Dashboard	
• Allows communication centers to review performance, enabling targeted resources, improved response times, and the best possible service • Allows users to view the nature and frequency of calls, the number of calls occurred per day or per hour, and compare call frequency and response time by week, month, quarter, or year	See Detailed Worksheet
Pin Mapping	
• Plots jurisdictional crime data gathered in the system on a geographic pin map • Allows access to any piece of data, record, or a combination of fields from any point on the map	See Detailed Worksheet
Spillman Analytics	
• Map-based analytics tool powered by Bair that assists in Intelligence-Led Policing (ILP) • Allows agencies many tools to analyze data, including crime-specific features, heat maps, time comparison analytics	See Detailed Worksheet
Spillman CrimeMonitor	
• Allows agencies to provide a community service through an easy-to-use online crime map and analytics dashboard, powered by BAIR Analytics.	See Detailed Worksheet

Jail Management

Spillman's Jail Management solutions provide agencies with powerful tools to efficiently gather a broad range of vital inmate data. The Jail Records module automates an agency's inmate processes from start to finish. Vital functions such as booking procedures, inmate tracking, risk and medical assessment, and reporting enable correctional facilities to manage data efficiently and securely. The complete integration found within the Spillman system provides the ability to share critical data between corrections and all agency users.

Jail Management System for Police Agency

Modules	Price
JMS for Police Agency	
• Simplifies the booking processes and manages detailed jail log information • Displays multiple offenses and inmates on a single entry	See Detailed Worksheet
LiveScan Fingerprinting Interface	
• Transfers data from Spillman's Jail Records module to a LiveScan fingerprinting system • Allows users to customize data to ensure that fingerprint cards meet agency preferences	See Detailed Worksheet
Mug shot and Imaging	
• Provides live mug shot capture functionality, which allows users to control camera features remotely • Includes eye-level and face-width guidelines to ensure uniform mug shots	See Detailed Worksheet

Resource Management

Resource Management	
Modules	**Price**
Personnel	
• Stores all information in and accessed from one central repository • Prevents redundant entry of information based on system-wide integration	See Detailed Worksheet
Equipment	
• Tracks the condition, location, history, and upkeep department equipment • Calculates operating costs and equipment value; tracks warranty, manufacturer, and vendor information	See Detailed Worksheet
Training Database	
• Educates users without jeopardizing data on the live system • Allows users log on to the live or training database directly from workstations	See Detailed Worksheet

State Specific

State Specific	
Modules	**Price**
CA UCR Reporting Interface	
• Enables users to easily compile detailed crime summary and activity information for submitting UCR reports that meet state and federal standards • Automatically retrieves data from the Spillman system for report generation, eliminating any manual or redundant efforts to create these reports • Does not include IBR	See Detailed Worksheet
StateLink – State and National Queries (CLETS)	
• Accesses wanted persons information, warrants, stolen vehicles, missing persons, criminal histories, vehicle registrations, driver license information, and other critical data	See Detailed Worksheet

Interfaces

Interfaces	
Interfaces	**See Pricing Work Sheet for More Detail**
CAD2CAD with Kologic	
• See Technical Product Description • Consulting hours only • Kologic will create and adapter to link their product to the Spillman system	See Detailed Worksheet
ZOLL RescueNet Interface	
• See Technical Product Description • Transmits XML-encoded messages via TCP/IP socket communication to Zoll RescueNet	See Detailed Worksheet
Agiline Interface (No Cost from Spillman)	
• Utilizing Spillman's DEx (Data Exhchange API) Agiline can pull data from Spillman (no cost from Spillman) • Agiline may charge for their portion of the interface	See Detailed Worksheet
Crossroads Accidents	
• See Technical Product Description • Imports accident data from Crossroads and populates the appropriate tables (Names, Vehicle, and Accident) in Spillman's system	See Detailed Worksheet

Interfaces

Interfaces	See Pricing Work Sheet for More Detail
LinX Interface	
• Utilizes Spillman's export utility to export data on a schedule • Sends all specified data with every export	See Detailed Worksheet
Custom LinX Query	
• See Technical Product Description for Custom Statelink Screens • Interfaces Spillman's system with LInX	See Detailed Worksheet
Custom Statelink PI/Screens	
• See Technical Product Description • Interfaces Spillman's system with CLETS, and RSO Message Switch	See Detailed Worksheet
Fire Station Alerting (US Digital Designs – Phoenix G2)	
• USDD has developed an interface Spillman's CAD connecting to Spillman's CAD2CAD interface • Customer must have/purchase the applicable interface and services from USDD	See Detailed Worksheet
ImageTrend Interface (No Cost from Spillman)	
• Utilizing Spillman's DEx (Data Exhchange API) ImageTrend can pull data from Spillman (no cost from Spillman) • ImageTrend may charge for their portion of the interface	See Detailed Worksheet
Spillman CAD2CAD Interface	
• Utilized in conjunction with several interfaces, including: Fire Station Alerting, and CADCAD interfaces with Kologic	See Detailed Worksheet
XML Citation Interface - Used by Crossroads	
• See Technical Product Description • Transfers information from the CrossRoads Citation forms to the Spillman Citations table	See Detailed Worksheet

Professional and Implementation Services

With over 35 years of experience and approximately 2,000 customer agencies throughout the United States, Spillman has a long history of maintaining successful business partnerships. During Spillman's time providing public safety solutions, we have an unprecedented implementation success rate.

Professional Services	
Department	
Project Management – Implementation Analyst	
• All of Spillman's project managers are PMP-certified by the PMI • Single point of contact coordinates each project milestone from start to finish • Customized Acceptance Testing Plan	See Pricing Worksheet for Detailed Breakdown of Trips
GIS Specialist	
• GIS Specialists train agency personnel on Geobase set up and operation • Trainers help agency build the system's street and address database	See Pricing Worksheet for Detailed Breakdown of Trips
Installation	
• Installation team installs the Spillman software, as well as tests, adjusts, and configures the operating system • Manages server configuration, oversees system installation, and coordinates installation of external interfaces	See Pricing Worksheet for Detailed Breakdown of Trips
Training	
• Onsite during implementation to teach every employee how to effectively use all Spillman applications • Trainers troubleshoot live databases, identifying best practices for improvement • Customized Acceptance Testing Plan	See Pricing Worksheet for Detailed Breakdown of Trips
Go-live	
• The Spillman project manager and training personnel provide onsite hands-on assistance at Go-live to ensure a successful transition to the Spillman software	See Pricing Worksheet for Detailed Breakdown of Trips
Learning Management System	
• Online LMS courses for upfront, refresher, and ongoing training	See Pricing Worksheet for Detailed Breakdown of Trips
Customer Support	
• Achieved a 47% success rate with our one-call initiative – support needs were resolved in a single call • Spillman's average response time in 2017 is less than 60 minutes	Ongoing

Pre-Paid Services (Included in Annual Maintenance)	Price
Annual Users' Conference Credit – credit to be used as desired by Customer	**$10,000**

Maintenance	Price
1st Year Maintenance	**Included**
2nd Year Maintenance	**$197,298.76**
3rd Year Maintenance	**$202,917.72**
4th Year Maintenance	**$208,705.25**
5th Year Maintenance	**$214,666.41**

Customer may exercise an option to pre-purchase maintenance before the Pre-Implementation Meeting. As an incentive to pre-purchase maintenance, Spillman will hold maintenance prices flat at second year maintenance pricing for up to ten years of pre-paid maintenance. If the Customer would like to pre-purchase maintenance after the Pre-Implementation Meeting, then the Customer must request a quote from their assigned Account Sales Executive.

Payment Terms	
Milestone	**Payment**
1. Invoiced Upon Customer Sign Off on Core Software Installation	10% - $111,820.76
2. Invoiced Upon Customer Sign Off on Project Team Training	10% - $111,820.76
3. Invoiced Upon Customer Sign off on Completion of CAD, RMS, and Mobile Functional Testing	10% - $111,820.76
4. Invoiced Upon Customer Sign Off on Completion of Standard and Custom Interface Testing	10% - $111,820.76
5. Invoiced Upon Customer Sign Off on End User Training	20% - $223,641.53
6. Invoiced Upon Customer Sign Off on Go-Live	20% - $223,641.53
7. Invoiced Upon Customer Sign Off on Performance & Reliability Period (effectively Final System Acceptance)	20% - $223,641.53
Total Contract	**$1,118,207.63**

Authorized User Agencies

- Corona Police Department
- Corona Fire Department

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

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

City of Corona

Signature: DocuSigned by: James Patton

Print Name: James Patton

Title: Interim Police Chief

Date: 12/20/2017

City of Corona

Signature: DocuSigned by: Jamie Raymond

Print Name: Jamie Raymond "Approved as to Form"

Title: Chief Deputy City Attorney

Date: 12/22/2017

City of Corona

Signature: DocuSigned by: David P Duffy

Print Name: David Duffy

Title: Fire Chief

Date: 12/20/2017

City of Corona

Signature: DocuSigned by: Lisa Mobley

Print Name: Lisa Mobley

Title: City Clerk

Date: 12/22/2017

City of Corona

Signature: DocuSigned by: Cita Longsworth

Print Name: Cita Longsworth

Title: Purchasing Manager

Date: 12/22/2017

Exhibit C

Existing Interfaces – Technical Product Documents

Exhibit C
Existing Interfaces – Technical Product Documents

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

- E9-1-1 Interface
- Automated Export Utility – Linx
- Zoll RescueNet (FRMS & ePCR) Interface
- CAD2CAD Interface (Kologic)
- Existing Crossroads Interface
- ProQA Paramount Interface (Medical protocol only)
- Motorola UNS/IMW GPS Interface
- LiveScan Interface

Spillman reserves the right to modify the functionality of the Software (including its interfaces) from time to time as it updates the Software.

E9-1-1 Interface

Technical Product Description

Summary

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

Feature List

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

Requirements

General

- The Spillman software must be loaded on a Spillman-approved hardware platform as outlined in current Spillman policies.
- Spillman technicians must have access to the server where the Spillman software is loaded.
- Installation is completed partially on site and partially over remote connection.
- The agency must provide E9-1-1 protocol documentation and ALI text format information.
- The agency must provide a static IP address and computer name for each Spillman 9-1-1 dispatch station.
- The agency must provide the ANI/ALI station number for each Spillman 9-1-1 dispatch station.
- Spillman will not charge additional costs for CAD module enhancements that will be made to comply with NextGen 911 standards. Customer however must purchase Text-to-911 module or other modules that may be required for NextGen 911 features, integrations and third party costs.

Hardware

Hardware	Model	Vendor/Company	Support	Notes
ANI/ALI				• ANI/ALI equipment that is installed and functional • A power source for the serial port server that is within 45 feet of the ANI/ALI CAD port • The agency must provide a static IP address for the serial port server

TCP/IP				A TCP/IP network connection to the Spillman server that is within 15 feet of the ANI/ALI CAD port.

Software

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

Automated Export Utility – Linx

Technical Product Description

Summary

The Automated Export Utility was developed to give agencies the ability to export data from their database automatically and in a granular fashion. The export is highly definable by the SAA (Spillman Applications Administrator) in terms of tables, fields and even data in those fields to include or exclude in the export. The SAA also determines the location on the Spillman server or SFTP server to which the text files are exported. Once the files have been sent to the designated location they are available for pickup by a third party or other application utilizing the data.

The Automated Export Utility was developed specifically for data warehousing. As such, it does ***not*** just send data from the last export; rather it exports ***all*** records in the tables defined in the export configuration and saves them in a specified directory, replacing the files from the last export. Therefore, it only stores the newest files from the most current export. The Export Utility is set to a cron timer which is configured to run the export however frequent is needed.

There are several data warehouse companies utilizing the Automated Export Utility and a specific export configuration has been saved for these specific companies. The names of those companies or programs are: RAIN, LINX, and CopLink.

Requirements

General

- A general understanding of delimited text files and .tar files is helpful if an agency is going to use the Export Utility for general use. If the RAIN, LINX, or CopLogic Interface(s) are purchased, a Spillman Installations Technician will install the Export Utility with the specific configuration for the purchased program.
- To configure the Automated Export Utility, a text file is modified which stores all the settings for the export. There is no user interface. An SAA must be comfortable modifying text files with the appropriate syntax to operate the Automated Export Utility
- SAA certification is highly recommended. A UNIX cron or Windows scheduled task will need to be set up which controls when the Export Utility runs. This requires the training and a technical understanding of a certified SAA. If one of the before mentioned programs is purchased, the Spillman Installation Technician will set up the cron or scheduled task.

Hardware

Hardware	Model	Vendor/Company	Support	Notes
Requirements				Standard Spillman Hardware requirements apply. No new hardware is needed for the Automated Export Utility to function.
Export Utility				The Export Utility is supported on both a Windows and UNIX server.

Software

Software	Version	Vendor/Company	Notes
Spillman	Version 4.6 or later	Spillman	Photos can be exported in version 4.6 but it is ***not*** available for versions 6.1 and above.
Automated Export Utility			Automated Export Utility must be purchased and installed on the Spillman Server

Zoll RescueNet (FRMS & ePCR) Interface

Technical Product Description

Summary

The Zoll RescueNet (FRMS & ePCR) Interface is a program that provides real-time EMS unit deployment information to one or more Zoll Fire servers. The interface transmits XML-encoded messages via TCP/IP socket communication.

Feature List

- Automatic Information Transfer
- Decreased Paperwork Time

Requirements

General

This interface requires that the agency is using Zoll and is on Spillman 6.x or higher.

Software

Software	Version	Vendor/Company	Notes
Spillman	Version 4.5 or higher	Spillman	• Windows Availability: Yes

CAD2CAD with Unit Data Interface

Technical Product Description

Overview

Dispatch centers that have jurisdictions in close proximity to each other need a way to quickly transfer calls for service (CFS) and dispatch each other's units. This way, if Corona needs assistance and the closest agency resource is in a neighboring jurisdiction, Corona will have the ability to request a resource from the neighboring agency.

Spillman is writing this interface for another customer, and this SOW is not meant represent development work that Spillman is going to do for Corona PD, but the functionality Corona PD will have once we develop it for our other customer. If Corona PD desires additional functionality, additional charges may apply. Additional development will be required Kologic to create an adapter to link their product with the Flex product.

Objectives

Efficiently exchange call data with other (non-Flex) CAD dispatch centers through adapters (written by Kologic). CAD users can use this interface to transfer calls that need to be dispatched by a different agency, and communicate live call information when an incident requires a multi-jurisdictional response.

Send and receive information such as the location and nature of a call, persons involved, and associated vehicles. Flex CAD users will also have the ability to see outside agencies' units on their CAD map and request to update the status of outside units. Likewise, outside CAD users will have the ability to see Flex units on their CAD map and update Flex units' statuses.

Stakeholders

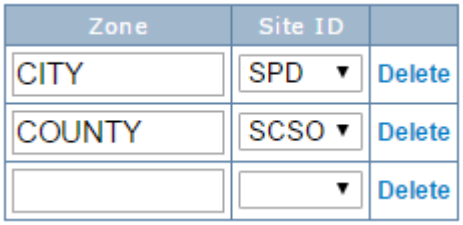
Organization	Name	Title (or Role)	Email/Phone
Spillman Technologies	Brady Walton	Product Manager	bwalton@Spillman.com
Kologic	TBD	Project Manager	
Corona Police Department	TBD	Project Manager	

Project Environment

This interface will be implemented as a web application (deployable WAR file) hosted on the Spillman Interfaces Tomcat Server.

Requirements

Requirement	Description
1. Flex to Outside Agency CFS Transfer	If a CFS has a zone that matches a zone set up in the Properties screen, then the interface will transfer the CFS to the outside agency. If a unit is assigned to the CFS has a **Station** or **Zone** that matches a zone set up in the Properties screen, then the interface will transfer the CFS to the outside agency.

	 See Item 1 for fields to be transferred. **Note**: This interface will only have the ability to create a new CFS. No updates will be permitted on the CFS. However, updating the call comments, the unit statuses, and the unit coordinates will be allowed. See diagram below.
2. Outside Agency to Flex CFS Transfer	The outside agency will send a CFS on initiation and on close. When Flex receives a CFS, the interface will add a CFS in Flex. See Item 1 for fields to be imported. When Flex receives a notification that the CFS is closed, it will add a call comment notifying the dispatcher that an outside agency has closed their side of the CFS. **Note**: This interface will only have the ability to create a new CFS. No updates will be permitted on the CFS. However, updating the call comments, the unit statuses, and the unit coordinates will be allowed. See diagram below.
3. Update Outside Agency's Call Comments	When a call comment is added to a CFS that matches the criteria in requirement #1, the interface will send new call comments or updates to call comments with a time/date stamp and who the comment originated from to the outside agency.
4. Update Flex Call Comments	If a CFS call comment is added or updated in the outside agency's CAD, their CAD will send it to Flex and the interface will add it to the Flex call comments with a time/date stamp and where the comment originated from.
5. Flex to Outside Agency Unit Request	When a Flex CAD dispatcher changes an outside agency's unit status or assigns it to a CFS (the unit must be in the Flex cdunit table), the interface will send the outside agency a unit update request. If the outside agency rejects the update, then the interface will change the unit status to the previous status and create a call comment informing the Flex user that the status change failed to happen. If the outside agency accepts the update, then the interface will reflect that status change in Flex. See diagram below.
6. Outside Agency to Flex Unit Request	When an outside agency's dispatcher changes a Flex unit status or assigns it to a CFS, the interface will create a call comment in Flex CAD asking the dispatcher if they would like to dispatch the requested unit or units. If the Flex dispatcher does not want to dispatch the units, then the dispatcher will set the status of those Flex units to "reject" to notify the outside agency that the status change was rejected. If the Flex dispatcher accepts the units' status change, then the dispatcher will then change the status of the Flex units to the appropriate status. Statuses will be configurable to not allow an outside agency to dispatch the Flex unit.

	See diagram below.
7. Receive Unit Coordinates	The interface will request a live update from the outside agency to receive all unit coordinates and statuses so that Flex users may see the outside units on the Flex map.
8. Send Unit Coordinates	The interface will send updated Flex unit coordinates and statuses after they are updated in Flex allowing outside CAD users to see Flex units on the outside agency's map.

Item 1

Service Call Originator

Field Description	Flex to Outside Agency Field	Outside Agency to Flex Field	Notes
Name			Flex stores the name as one field. This will have to be parsed to export to the outside agency or combined to import into Flex.
First Name	cdcall.contact	cdcall.contact	
Middle Name	cdcall.contact	cdcall.contact	
Last Name	cdcall.contact	cdcall.contact	
Telephone Number			Flex stores the telephone number as one field. This will have to be parsed to export to the outside agency or combined to import into Flex.
Area Code	cdcall.cphone	cdcall.cphone	
Number	cdcall.cphone	cdcall.cphone	
Extenstion	cdcall.cphone	cdcall.cphone	

Call For Service

Field Description	Flex to Outside Agency Field	Outside Agency to Flex Field	Notes
Incident ID	sycad.type + sycad.number	Stored in memory	
Status	Not Exported	cdccomnt.comment	If the call is closed in Flex, then the interface will send a closed status to the outside agency.
Status Date and Time	Not Exported	cdccomnt.comment	Send time/date to the outside agency when the call is closed.
Incident Type Code	sycad.nature	sycad.nature	
Modifying Circumstance	Not Exported	cdccomnt.comment	
Alarm Level	Not Exported	cdccomnt.comment	
Priority	sycad.priort	sycad.priort	
Comment Text	cdccomnt.comment	cdccomnt.comment	

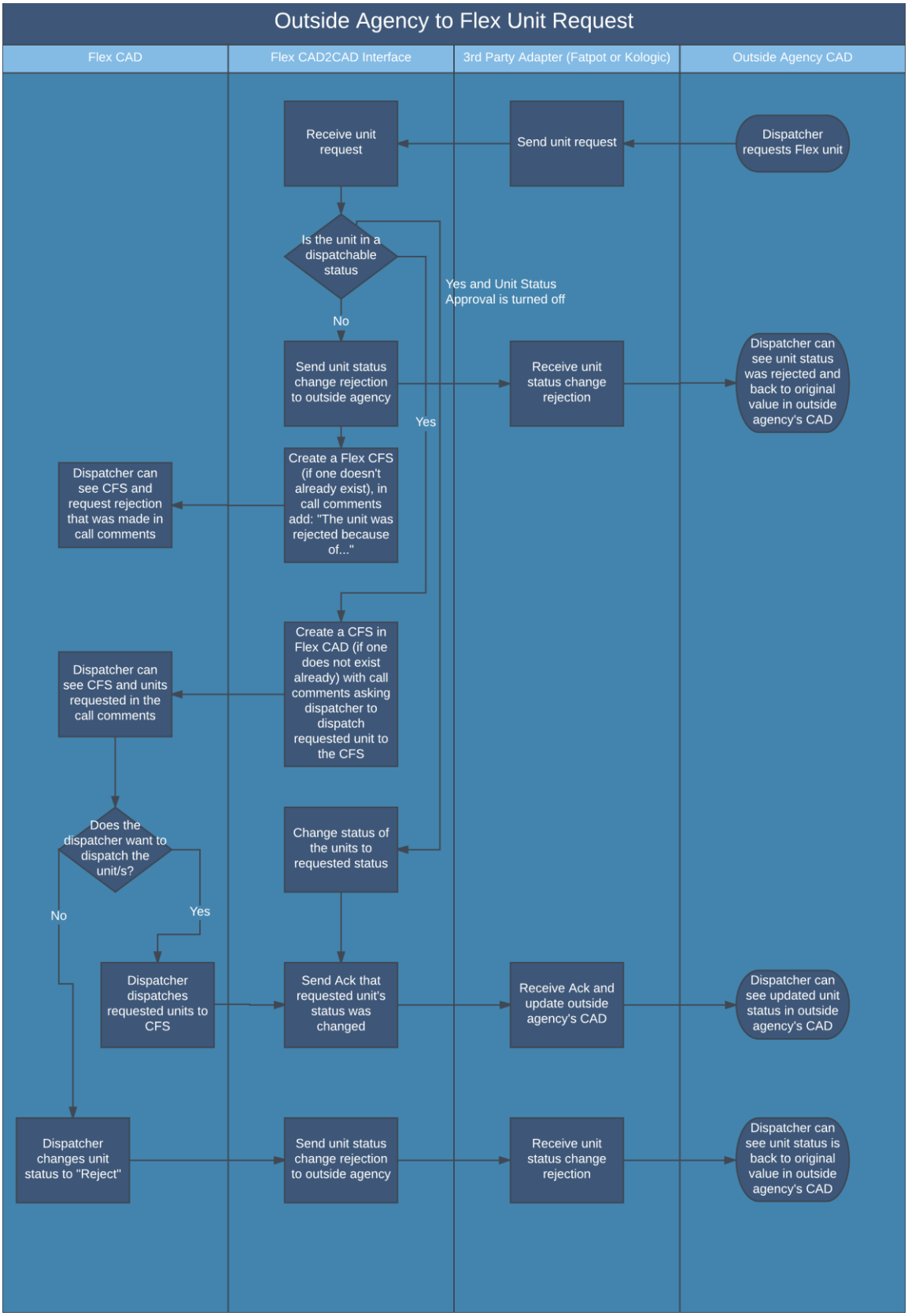
Comment Date and Time	cdccomnt.enttime	cdccomnt.enttime	
Agency ID	Agency of cdccmnt.entrdby (apnames.agency)	cdcdomnt.comment	
Operator ID	cdccomnt.entrdby	cdccomnt.comment	
Terminal ID	Not Exported	cdccomnt.comment	
Create Date and Time	sycad.opened	sycad.opened	
Update Date and Time	Not Exported	Not Imported	
Closed Date and Time	When sycad record does not exist send date/time	cdccomnt.comment	
Location			
Address	cdcall.rtaddr	cdcall.rtaddr	
Building designation	Not Exported	cdccomnt.comment	
Apartment designation	gbaddr.occnum	cdccomnt.comment	
Floor	Not Exported	cdccomnt.comment	
City	cdcall.rtcity	cdcall.rtcity	
Location Description	cdcall.rtaddr, everything after the semi-colon (;)	cdccomnt.comment	
Sbdivision	Not Exported	cdccomnt.comment	
Location Name	cdcall.rtaddr, everything after the semi-colon (;)	cdccomnt.comment	
Common Place Name	cdcall.rtaddr, everything after the semi-colon (;)	cdccomnt.comment	
Location Coordinate			The address must have been verified in order to send coordinates to the outside agency.
Latitude	gbaddr.x	gbaddr.x	
Longitude	gbaddr.y	gbaddr.y	
Area	Not Exported	cdccomnt.comment	
Sector	Not Exported	cdccomnt.comment	
Beat	sycad.zone	cdccomnt.comment	

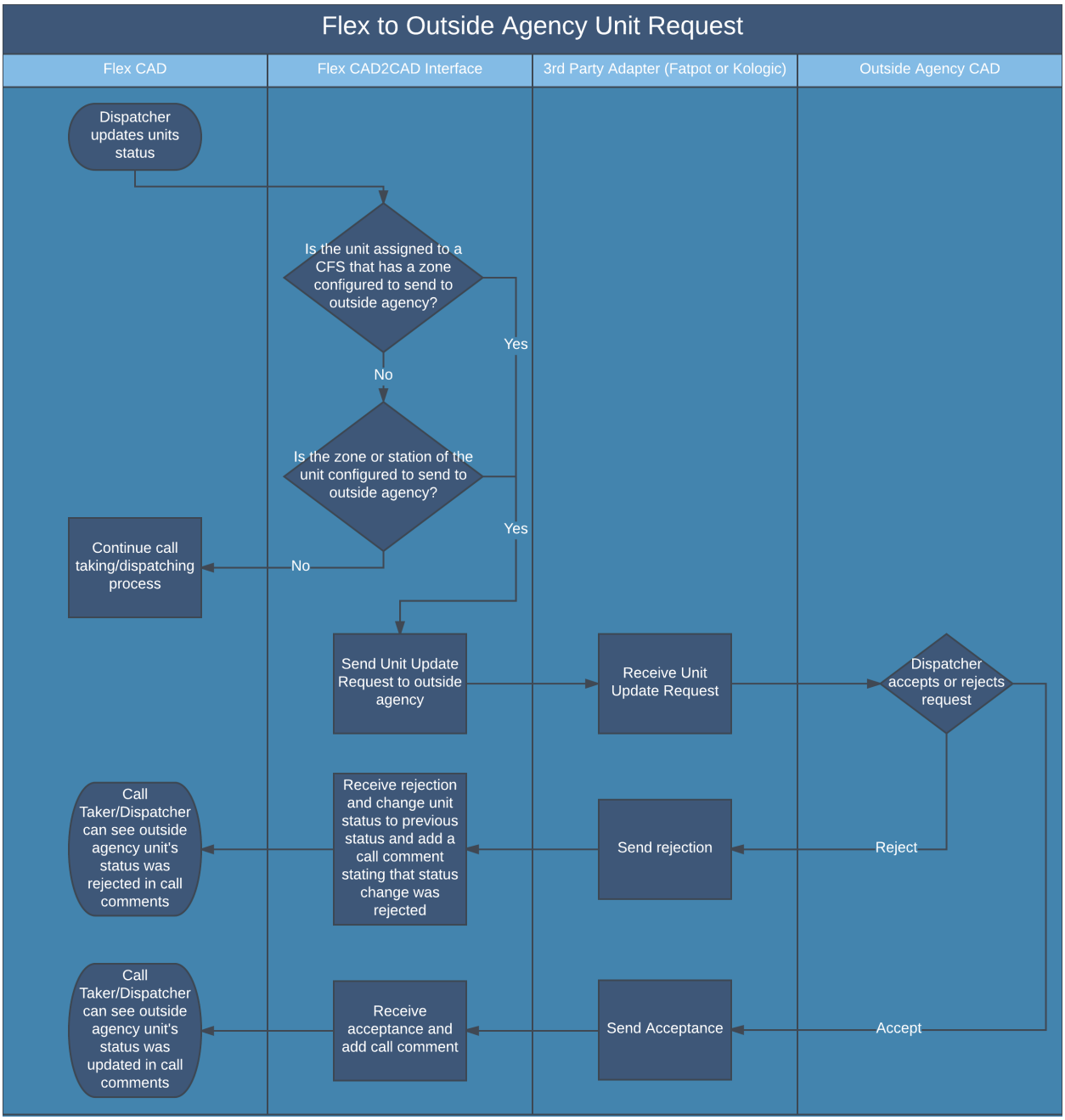
Item 2

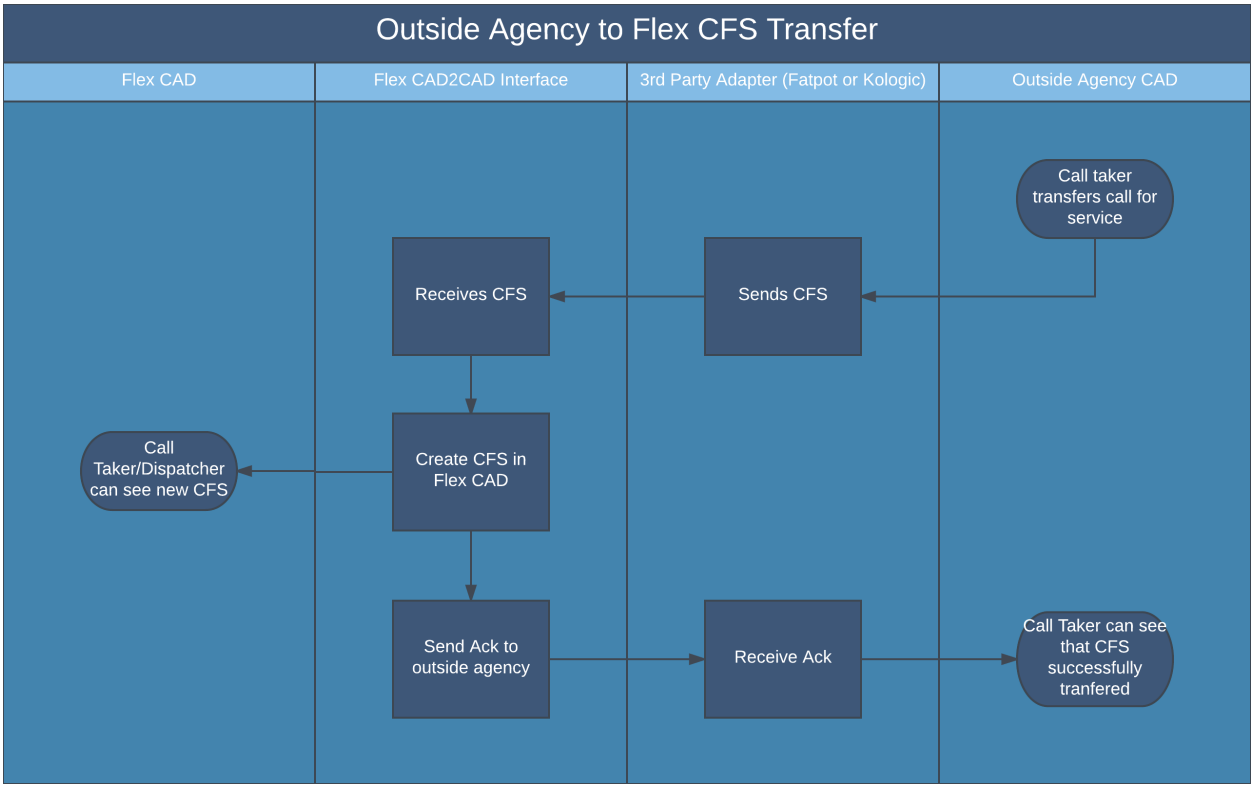
Field Discription	Flex to Outside Agency Field	Outside Agency to Flex Field	Notes
Unit ID	rlmain.unit	rlmain.unit	

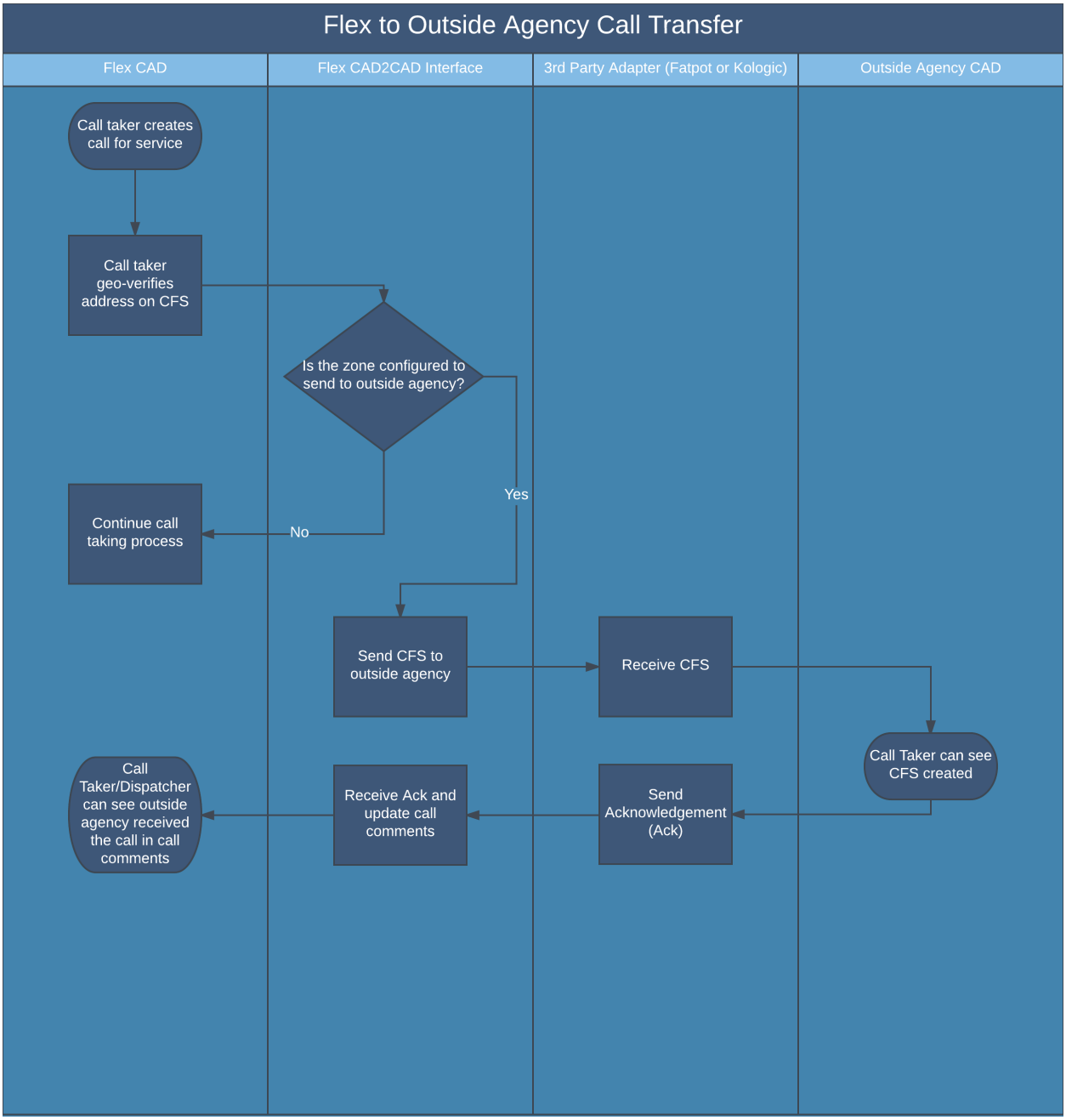
Unit Status Date and Time	rlmain.logdate	rlmain.logdate	
Unit Status	rlmain.tencode	rlmain.tencode	
Location			
Coordinate			
Latitude	rlmain.xpos	rlmain.xpos	
Longitude	rlmain.ypos	rlmain.ypos	
Coordinate Date and Time	rlmain.logdate	rlmain.logdate	
Remote Incident			
Remote Incident Agency ID	Site ID	Not Imported	Configured in the Properties screen.
Remote Incident Agency Name	rlmain.agency	rlmain.agency	
Remote Incident ID	rlmain.callid	stored in memory and cdccomnt.comment	
Local Incident ID	rlmain.callid	stored in memory and cdccomnt.comment	Interface will store the outside agency's Local Incident ID.

Concept









Limitations

CAD to CAD Interface – This interface is only for use between CAD applications. It is not for the use of CAD to Mobile or CAD to RMS.

Flex Schema – Only the data currently stored in the Flex database can be imported by this interface. Adding fields in the Flex database is out of the scope of this project.

Flex Name Record - Due to the limited name information coming from an outside CAD, this interface will not create a Flex Name record. However, the name information will still be viewable on the Spillman Call record.

Unit Setup – In order to have all units appear on the map, they will need to be set up in the Flex cdunit table (including all outside agencies' units).

User Interface - Changing the user interface (Flex client) is not within the scope of this project.

Call Updates - The CFS will never change after the initial import. All updates will be imported into call comments.

Features - The Flex and outside agency's CAD2CAD interfaces might not have the same features. For example, what triggers a outside agency's CFS to be transferred might not be the same trigger for Flex to transfer a CFS to the outside agency.

Customer's Responsibilities

Network connection - The customer will be responsible for the setup and maintenance of the network connection between the Flex and the outside systems.

Value Translations - The customer will be responsible for setting up the value translations for the interface.

Interface Configuration - The customer will need to configure the interface. Spillman can assist.

Deliverables

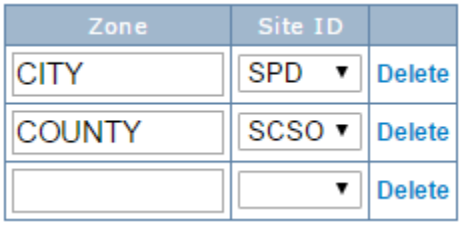
This interface will be delivered as a WAR file that will be deployable on the Flex Tomcat Server.

Installation

- Spillman will install the interface.

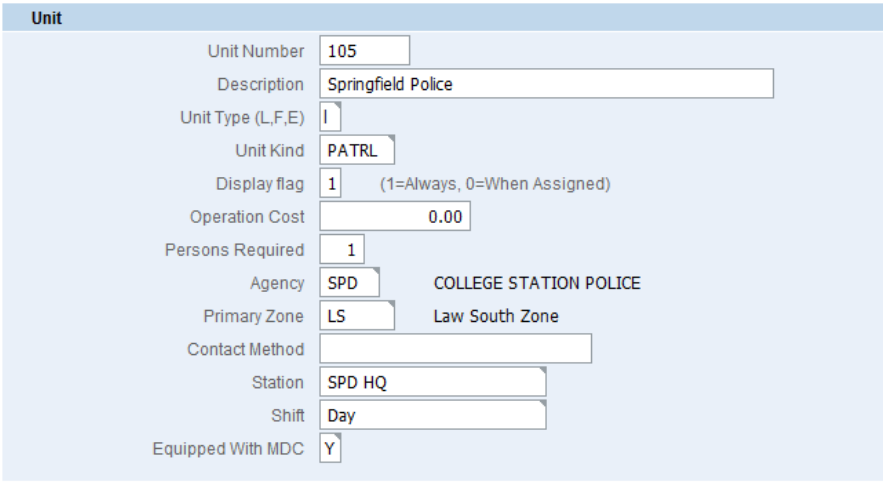
Configuration

- **Unit Status Approval -** If Unit Status Approval is turned off, then no user feedback is required for the outside agency to change the status of a Flex unit.
- **Unit Statuses -** The initial status of the outside agency's units should be set to "requested" in cdstatse. There will also need to be a status of "reject" that dispatchers can use to reject unit requests (reject has a complete action code).
- **Zones -** The zones that trigger a call to be sent to a site will be configurable.

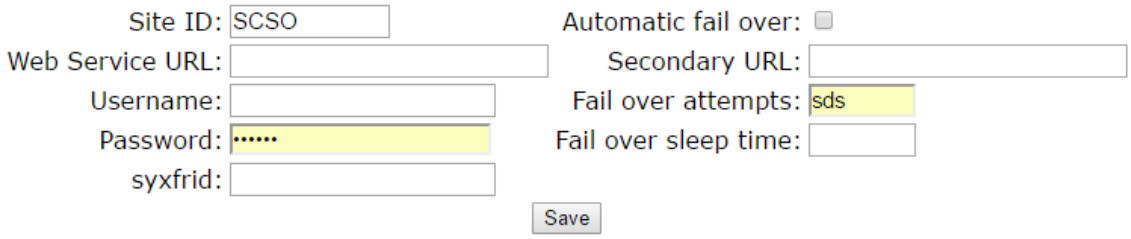


- **Units -** The outside agencies' vehicles are required to be set up in the Flex cdunit table. The below fields will need to be configured:
    - Unit Number

- Zone
- Station
- Agency



- **Unit Non-Updatable Statuses** - The Flex agency will be able to configure what unit statuses will not allow the outside agency to update their units. For example, if the Flex agency configures the BUSY unit status to not be updatable, then when the outside agency tries to dispatch that unit they will get an error.
- **URL/IP -** Premier One Common Services Interface (CSI) URL/IP will be configurable.
- **Credentials –** The username and password that need to interact with the outside agency will be configurable.



- **Failure Logging –** All failures that can be logged will be logged and displayed on the web page.
- **Database Adapter –** This will determine which Spillman database the interface is pushing data into.
- **Value Translation –** All value mapping will be configurable in the Spillman Syxfrin table. For example, if an outside agency's CAD has a call nature value of "Structure Fire" and the Flex code is "StructureF," then the Flex translation table Syxfrin will be configured to translate the value.

- **Additional Configuration Items –** During development and testing it may be determined that additional configurations are needed.

Network

- **Connection Issues –** All networking issues are the responsibility of the customer.
- **Encryption –** This interface can be configured to be encrypted. However, it is expected that all network traffic will go over a secure network.

Testing

- **Testing –** Testing will involve Spillman, the customer, and Kologik. All are required participants and this project cannot be completed without their involvement. Testing will occur on the customer's Flex server and they will verify field mappings are correct.
- **Pilot/Beta Testing –** Testing can be done in the live or practice environment, whichever the customer prefers. Spillman will monitor the interface and ensure stability and reliability. After a period of no less than 14 days and no more than 60 days, Spillman will release the interface to general support.

Acceptance Criteria

- **Call Transfer** - Flex CAD user will be able to see a call imported from an outside agency with all fields mapped according to Item 1. An outside agency's CAD user will be able to see a call imported from Flex with all fields mapped according to Item 1.
- **Unit Status update** - Flex CAD users will be able to send a request for unit status update to an outside agency with all fields mapped according to Item 2. An outside agency's CAD users will be able to update a unit status in Flex with all fields mapped according to Item 2.
- **Unit Coordinates** - Flex and outside agency's CAD users will be able to see both systems units on their CAD maps.
- **Recommended Units** - If an outside agency's unit is closer to a Flex CFS, the Flex recommended units module will recommend that outside agency's unit to the Flex dispatcher.

Existing Crossroads Interface

Technical Product Description

The CrossRoads Citation Interface transfers information from the CrossRoads Citation forms to the Spillman Citations table.
Each time a user creates a Citation using the CrossRoads handheld devices, the citation is uploaded to an FTP server where the interface can then download the citation and create the following in the Spillman database:

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

ProQA Paramount Interface (Medical protocol only)

Technical Product Description

Summary

Priority Dispatch's ProQA software automates the process of determining an incident type for emergency calls and provides approved pre-arrival instructions. The series of questions used to determine scene status is called a "protocol." ProQA provides protocols for three public safety disciplines: Medical, Fire and Police. Based on the answers to the questions in the protocol, ProQA provides a determinant code that dispatch uses to send the appropriate response. The Spillman ProQA Paramount Interface integrates ProQA with Computer Aided Dispatch (CAD) to streamline the process of gathering and disseminating information from the caller.

Feature List

- Bi-Directional Data Flow
- Streamlined Operation
- Fast Response

Requirements

Software

Software	Version	Vendor/Company	Notes
Spillman	Version 6.1 or higher	Spillman	
ProQA Paramount	Version 5.0	Spillman	

Motorola UNS Interface

Technical Product Description

Summary

Spillman's Motorola UNS/IMW Interface (MUPS) enhance dispatch capabilities by allowing them to see the location of an officer's radio as well as the vehicle on Spillman's Computer-Aided Dispatch (CAD) map. Dispatchers can help ensure officer safety with status alerts on integrated dispatch maps, and add new GPS devices to the Spillman system without spending time on additional setup.

Motorola will need to assess the customer's radio system (compatibility and capacity) before the customer buys this interface.

Feature List

- Real-Time Personnel Locator
- Immediate Status Change Alerts
- New Device Integration

Requirements

General

- The Mobile software must be loaded on a Spillman-approved hardware platform, as outlined in current Spillman policies.
- Spillman technicians must have direct access to the server on which Mobile software is installed.

Hardware

Hardware	Model	Vendor / Company	Support	Notes
Requirements				• Motorola IMW 5.2 compatible devices • To view a list of compatible Astro 25 Motorola devices, click the following link: **http://www.motorolasolutions.com/en_us/products/two-way-radios/project-25-radios.html**

Software

Software	Version	Vendor/Company	Notes
Spillman	Version 6.1 or higher	Spillman	

Mobile AVL module		Spillman	Spillman Mobile AVL module. AVL must be turned on in Mobile, and the AVL manager must be running.
IMW Server	Version 5.2	Motorola	The server must be accessible with a Motorola Application ID.

LiveScan Fingerprinting Interface

Summary

Transfer biological and arrest information from your Spillman system to select Live Scan Fingerprint systems. This interface simplifies the submission of fingerprint information to state and federal agencies.

Feature List

- One-Touch Data Transfer
- Customizable Reporting Features
- Data Accuracy

Requirements

General

- The Spillman software must be loaded on a Spillman approved hardware platform as outlined in current Spillman policies.
- Spillman technicians must have direct modem access to the server where the Spillman software is loaded.
- Installation will be done over the support modem.
- If your agency purchased installation services to set up multiple live-scan machines, each task listed in this document must be completed for each machine.
- The Spillman Application Administrator (SAA) or designated assistant must be available to test the interface functionality and check the content of the data file.
- The agency is responsible for all network connectivity.
- If the live-scan vendor modifies any functionality or method of operation of their product and if these modifications require Spillman Technologies to recode any portion of the interface, additional fees for programming will apply.
- Once the live-scan interface has been installed and is operational, the agency is responsible for payment of any additional expenses required by the live-scan vendor.

Hardware

Hardware	Model	Vendor/Company	Support	Notes
Live-Scan Machine				• The live-scan machine must be operational and compatible with Spillman specifications. • If the live-scan machine is connected to a local network only, a local static IP address is needed for the live-scan server's network card. • If the live-scan machine is connected to the state, a second network card *or* routers to the

				state machine and the Spillman server are required.
TCP/IP				The live-scan machine must have a TCP/IP connection to the UNIX server where the Spillman software is loaded.

Software

Software	Version	Vendor/Company	Notes
Spillman	Version 4.5 or higher	Spillman	
NFS			If NFS Mounting is being used for the communication protocol, NFS server software is required on the UNIX server and NFS client software is required on the live-scan server.
Law Records Management module		Spillman	The Spillman Law Records Management module *or* the Jail Management module is required.

Exhibit D

Custom Interfaces – Scope of Work

Exhibit D
Custom Interfaces – Scope of Work

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

- P-10055 Riverside County StateLink Interface
- Crossroads Interface

The price for these services is included in Exhibit B. Upon completion of development, Spillman will deliver the new interface(s) to Customer. Such interfaces will be owned by Spillman and licensed to Customer as part of the Software, under the terms of the Purchase and License Agreement.

As set forth in Section 4.2 of the Support Agreement, custom interfaces (and Spillman's maintenance and support services for such interfaces) are specific to the designated version of the applicable third party software or system. Any major changes to such third party software or system will require a new custom quote for Spillman to modify the custom interface to work with the new version of the third party software or system. Spillman's support and maintenance fees may also differ for the new version of the custom interface.

P-10055 Riverside County StateLink

Technical Product Description

Project Summary

Project Number	P-10055-Riverside County StateLink
Customer	Corona Police Department, CA
Software Versions	FLEX
Product Module	StateLink

Overview

The Corona, CA project requires a new StateLink module and integration with Spillman Flex and Mobile. StateLink is Spillman's interface that allows communication between Spillman Flex and Mobile and the California Law Enforcement Telecommunications System (CLETS). This project will also allow Spillman Flex and Mobile to communicate with the Riverside Sheriff's (RSO) Message Switch and the Law Enforcement Information Exchange (LInX) using CLETS communication protocol and CLETS message format. The CLETS message switch provides connections to the National Crime Information Center (NCIC) or III, the National Law Enforcement Telecommunication System (NLETS) and the California Department of Motor Vehicles (DMV). The RSO Message Switch provides access to RSO Data Warehouse, RSO JMS, RSO Wants & Warrants, Riverside County Dataworks, Riverside County Probation, and LInX.

Stakeholders

Organization	Name	Title (or Role)	Email/Phone
Spillman	Jeremy Balls	Product Owner	jeremy.balls@motorolasolutions.com
Spillman	Matt Jolly	Product Manager	matthew.jolly@motorolasolutions.com

Scope

1. General - Spillman Technologies will develop an interface for Corona PD, which will communicate with two systems:
    a. The statewide CLETS message switch using the CLETS transmission protocol and CLETS message format.
    b. The RSO Message Switch using CLETS transmission protocol and CLETS message format.

    The Riverside County StateLink module is a web application that is served by Apache Tomcat on the Flex server. It is packaged as a Web Application Archive (WAR).

2. Basic Usage - A user will initiate a request from CAD, RMS, or Mobile. This request might be an NCIC, III, NLETS, California DMV, or RSO Data Warehouse, or LInX query request type. The request message will be formatted and routed to either the CLETS message

switch or the RSO Message Switch. The CLETS message switch or the RSO Message Switch will acknowledge the request and route the message to the appropriate data source, then respond with a return message. This message will be routed from the data source to the CLETS message switch or the RSO Message Switch and onto StateLink over this same connection. Once received by StateLink, this message will be routed to the correct user/terminal/group/printer. The user will be notified of the response and can then view the returned message in Message Center if sent to a user, terminal, or group.

3. Standard StateLink Features - These are features that are included as part of StateLink that can add additional functionality.
    a. "Ntwk" Option is a button available on Master Index records that allows a user to initiate a request using data from the Master Index record.
    b. Users can query multiple requests by Name(DOB & SEX), Driver License, Plate, and VIN, such as Driver License and Wanted Person
    c. Dispatchers can query directly from the CAD command line: DQ, DQL, RQ, RQV
    d. Parsing of several, in-state return messages
    e. Image Support for image related transactions
    f. *Query type message responses voice pertinent information to the user, to allow the user to keep eyes on the road
    g. *Query type message responses highlight pertinent information to the user, to allow the user to keep eyes on the road
    h. *Import to Spillman allows California Drivers License and Vehicle Registration information to be added to the Master Name and Master Vehicle tables so that they can easily be used in field reporting.
    i. **Requesting Unit Auto Forward automatically forwards a copy of return messages to the requesting unit when run by the dispatcher
    j. **Message Center Alerts indicate to the user which return messages have hits by displaying the message header in red text and indicate the hit type in the subject
    k. **CAD Alerts visually and audibly alert dispatchers and officers when a unit receives a response with a Hit in the Unit Status Window.
4. Transactions - Spillman will provide the transactions listed in Item 1. Each transaction will be accessible from a screen with required and optional fields for that transaction. Each field will allow for the correct data to be entered as defined by the NCIC 2000 manual, NLETS documentation, California Law Enforcement Telecommunications System or the Riverside County Data Warehouse specifications. Where available, Spillman will use drop down fields which will contain coded values from these documents.

*Some features cannot be implemented in a new StateLink package until after it has been

running for a time by an agency, so enough responses can be obtained to parse the data accurately

**Some features might be limited by the message switch and prevent Spillman from implementing these features.

Limitations

1. Documentation - Spillman will develop according to the following interface specifications:
    a. Interstate Identification Index (III) Operational and Technical Manual
    b. NCIC2000 Message Book
    c. NCIC Operating Manual
    d. NLETS Wiki/User guide
    e. California Law Enforcement Telecommunications System Specifications
    f. Requirements or specifications from the RSO Message Switch (To be provided by customer)
2. Interfaces - Spillman will provide two interfaces for this package. An interface between the Spillman StateLink server and the CLETS message switch and an interface between the Spillman StateLink server and the RSO Message Switch. Messages destined for NCIC, III, NLETS, and California DMV Files will be routed through the CLETS interface. Name, Vehicle, Property, Location queries, RSO JMS, RSO Wants & Warrants queries, Dataworks Photo queries, Riverside County and Probation queriesname queries will be routed through the RSO Message Switch interface.

Deliverables

This interface will be delivered as a WAR file that will be deployable on the Spillman Flex Tomcat Server.

Installation

Spillman Technologies will install StateLink on the Flex server as part of the StateLinkCARC.war deployment.

Configuration

All configurations will be setup in the StateLink Manager web page. Permissions to transactions will be configured from the ecpriv screen in Spillman Flex. The customer is responsible to configure users, terminals, and transactions permissions. Spillman will assist customer in understanding configuration and setup. Spillman will provide the Spillman StateLink Manual to the customer to aid in the understanding of the use and configuration of StateLink.

Network

1. Connection Issues - All networking issues are the responsibility of the customer.
2. Connection Approval - If applicable, the customer will submit any applications and obtain any required approvals from the State of California to obtain network connectivity used by StateLink.

Testing

1. Testing - Testing will involve Spillman and the customer. Both are required participants and this project cannot be completed without both parties' involvement. Testing will occur on the customer's Spillman server and the customer will verify the transactions meet all acceptance criteria outlined in the "Acceptance Criteria" section.
2. Pilot/Beta Testing - It is understood that some transactions might not be able to be tested before the release time frame, as data needed might not be available. If customer experiences a problem after official release of the StateLink package, issues will be reported to Spillman Technical Services (Support).
3. Release - After a period of no less than 14 days and no more than 105 days and with all Acceptance Criteria being met, Spillman will release the StateLink interface to general support.

Acceptance Criteria

1. Successful Transaction Submission - All CLETS transactions listed in Item 1, which have available data and have been implemented on the CLETS message switch, will successfully submit to the CLETS message switch. All RCDW transactions listed in Item 1, which have available data and have been implemented on the RCDW message switch, will successfully submit to the RCDW message switch.
2. Transaction Screens & Fields - All transaction screens and fields will allow for the correct data to be entered. Required fields will validate that required field data is present, before transaction is submitted.
3. Transaction Responses - All transaction responses are routed back to the correct user, terminal, group, or printer.
4. Failure Logging - All failures will be successfully logged in the StateLink Router log (ecrtrlog).
5. Acceptance - Riverside County StateLink will be considered accepted when all Acceptance Criteria in this section have been met

Item 1

Available Transactions

Transaction Type	Screen Name & Description	Spillman Command Line Access	Message Keys Sent
Administrative	Administrative Message by ORI	AM	AM, AML
	CA Admin Message by Dest	CAM	CAM
	Free Form Entry	FREE	FREE
	Query ORI	QO	QO, ZO
	Query ORION	TQ	TQ
	Hit Confirmation Request	YQ	YQ
	CA Hit Confirmation Request	YQCA	YQ
	Hit Confirmation Response	YQ	YR
	CA Hit Confirmation Response	YRCA	YR
Article	Clear Article	CA	CA, CAA
	Enter Article	EA	EA, EAA, EP, EPN
	Locate Article	LA	LA, LAA, R.LA, R.LAA
	Modify Article	MA	MA, MAA
	Query Article	QA	QA, QAB, QAH, QAK, QAM, QAN
	Cancel Article	XA	XA
Boat	Query Boat Registration	BQ	BQ
	Clear Boat	CB	CB
	Enter Stolen/Stored/Repo Boat	EB	EB, EBR, EBRL, EBS
	Enter Boat Part	EBP	EBP
	Locate Boat	LB	LB, R.LB
	Modify Boat	MB	MB, MBA
	Query Stolen Boat	QB	QB
	Cancel Boat	XB	XB
Criminal History	CHRI Additional Info Request	AQ	AQ
	Query CHRI by State ID	IQ	IQ
	Query CHRI by Name	FQ	FQ
	Query CII RAPS by Name	QHA	QHA
	Query CII RAPS by Misc Number	QHN	QHN
	Query CII RAPS by CII Number	QHY	QHY, QHT
	Query NCIC III History	RQH	R.QH
	Query NCIC III Rap Sheet	RQR	R.QR
Driver License	Query Driver License by Name	DNQ	DNQ

	Query Driver License	DQ	DQ, DQG
	Query CA Driver License (Num.)	ID	ID
	Query CA Occupational License	IL	IL
	Query CA Driver License (Name)	IN	IN
	Query Driver History	KQ	KQ
	Query Canadian Driver License	UQ	UQ
Gun	Enter Gun	EG	EG
	Locate Gun	LG	LG, R.LG
	Modify Gun	MG	MG
	Query Gun	QGB	QG, QGB, QGC, QGG, QGH, QGHX, QGM, QGMX, QGK, QYG, QYP, QYN, R.QG
	Cancel Gun	XG	XG
Identity Theft	Enter Identity Theft	EID	EID
	Query Identity Theft	QID	QID
Missing Persons	Enter MP Identifiers	EMID	EMID
	Enter Missing Person	EMP	EMP
	Enter Missing Suspect	EMS	EMS
	Enter Misssing Person Vehicle	EMV	EMV
	Locate Missing Person	LMP	LMP, R.LM
	Modify MP Identifiers	MMID	MMID
	Modify Missing Person	MMP	MMP
	Modify Missing Person Desc	MMPD	MMPD
	Modify Missing Suspect	MMS	MMS
	Modify Missing Suspect Desc	MMSD	MMSD
	Modify Missing Vehicle	MMV	MMV
	Query CA/NCIC Missing Person	QM	QM
	Query NCIC Missing Person	RQM	R.QM
	Cancel Missing Person	XMP	XMP
	Cancel Missing Suspect	XMS	XMS
	Cancel Missing Person Vehicle	XMV	XMV
Other	Query Hazardous Material	MQ	MQ
	Enter Restraining/Protective	ERO	ERO

Protection/Restraining Order	Enter RO/Violation Message	EVM	EVM
	Modify Restraining/Protective	MRO	MRO
	Modify RO/Violation Message	MVM	MVM
	Query Restrained Person	QRP	QRP
	Query Restraining/ Protective	QRR	QRR, QRR1, QRRH
	Serve Restraining/Protective	SRO	SRO
	Cancel Restraining/Protective	XRO	XRO
Sex and Arson	Query Sex and Arson	QSA	QSA
	Enter Sex and Arson	ESA	ESA
	Update Sex and Arson	USA	USA
Super Queries	Query DL/SRF	CU01	IN, QVC
	Query DL/CII/SRF	CU02	IN, QHA, QVC
	Query Reg/Vehicle by License	CU03	IV, QV
	Query Reg/Vehicle by VIN	CU04	IV, QV
	Query AFS/APS	GP	QAN, QGH
	Query AFS/APS/WPS/CARPOS/SRF	GPW	QGH, QAN, QW, QRR, QVC
	Query AFS/WPS/CARPOS/SRF	GW	QGH, QW, QRR, QVC
	Query APS/WPS/CARPOS/SRF	PW	QAN, QW, QRR, QVC
Supervised Release	Enter Supervised Release	EVC	ECA, EYA, EPR, EFR, ECR, ERC, ESV
	Enter Contact Message	LCA	LCA
	Modify Supervised Release	MVC	MCA, MYA, MPR, MFR, MCR, MMH, MRC, MSV
	Query Supervised Release	QVC	QVC
	Cancel Supervised Release	XVC	XVC
Unidentified Person	Enter UP Identifiers	EUID	EUID
	Enter Unidentified Person	EUP	EUP
	Modify UP Identifiers	MUID	MUID
	Modify Unidentified Person	MUP	MUP, MUPD
	Query Unidentified Person	QU	QU, R.QU
	Cancel Unidentified Person	XUP	XUP
	Enter UP Identifiers	EUID	EUID
	Enter Unidentified Person	EUP	EUP
Vehicle	Clear Vehicle	CV	CV, CVA

	Enter Stolen/Felony Vehicle	EV	EV, EVF
	Enter Stolen/Lost/Found Plate	EVL	EVL1, EVL2, EVFL, EVLE
	Enter Vehicle Part	EVPR	EVPR, EVPF
	Enter Stored/Impounded/Pawn/Repo	EVS	EVS, EVSH, EVSH-Z, EVR, EVRL, EVP
	Query Aircraft Registration	GQ	GQ
	Query CA Registration	IV	IV
	Query LoJack	LE	QV
	Locate Part/Plate/Vehicle	LV	LV, LVA, R.LV, R.LL, R.LP, R.LF, MV, MVA
	Modify Vehicle	MV	MV, MVA
	Query Vehicle	QV	QV
	Query Registration by Name	RNQ	RNQ
	Query Vehicle Registration	RQ	RQ, RQG
	Query Snowmobile Registration	SQ	SQ
	Query Canadian Registration	XQ	XQ
	Cancel Vehicle	XV	XV
Wanted	Clear Wanted Person	CW	CW
	Enter Wanted Person	EWR	EWR
	Locate Wanted Person	LW	LW, R.LW
	Modify Wanted Person	MWR	MWR
	Query Wanted Person	QW	QW
	Query State Warrant	SWQ	SWQ
	Cancel Wanted Person	XW	XW
Riverside County Data Warehouse	RSO Data Warehouse - Name Query	To Be Determined	To Be Determined
	RSO Data Warehouse - Property Query	To Be Determined	To Be Determined
	RSO Data Warehouse - Vehicle Query	To Be Determined	To Be Determined
	RSO JMS - Name Query	To Be Determined	To Be Determined
	RSO Wants & Warrants - Name Query	To Be Determined	To Be Determined
	Riverside County Dataworks(mugshot) - Photo Query	To Be Determined	To Be Determined

	Riverside County Probation - Name Query	To Be Determined	To Be Determined
	LinX - Name Query*	To Be Determined	To Be Determined

*Spillman has included the LInX Query as a transaction that would be done through the same switch and using the same protocol as the other RSO Message Switch queries. If this query is not done through the RSO Message Switch, but through a different switch then additional work must be added to this Scope of Work/Technical Product Description, and a pricing addendum/change order must be executed by the Customer to pay for such work.

Spillman is committed to working with Customer and LInX to obtain more information about interfacing possibilities. More information is needed to provide a full scope and price for this interface.

Acceptance

The client named below verifies that the terms in this Statement of Work represents the full scope of this interface and is acceptable. Any significant modifications or additions to this accepted scope contained herein will require a Change Request and may result in additional costs. The parties hereto are each acting with proper authority by their respective companies.

Client Comments

City of Corona	Spillman Technologies, Inc.
James Patton	Joe Lunt
Print Name	Print Name
Chief of Police	Vice President
Print Title	Print Title
DocuSigned by: James Patton 18FD4B026CC14AA...	DocuSigned by: 780A274D7244487...
Signature	Signature
12/20/2017	12/18/2017
Date	Date

Crossroads Interface

Technical Product Description

Overview

Corona Police Department uses Crossroads for their electronic accident (crash) solution. Corona PD would like to be able to see the accidents within the Flex system without having to manually enter them. This interface will import accident data from Crossroads and populate the appropriate tables (Names, Vehicle, and Accident) in the Flex system.

Objectives

When an officer fills out and submits a crash in Crossroads, Crossroads will export an XML file to an FTP server. The interface will then retrieve the XML file and import the data elements according to Exhibit A into the Flex database.

Project Environment

This interface will be a web application that is served by Apache Tomcat on the Flex server. It will be packaged as a Web application Archive (WAR). The interface will leverage the Flex Data Exchange (DEx) product to write to the Flex database.

Requirements

Requirement #	Description
1 Fetch XML Files	Crossroads will export a crash XML file to an FTP site. At a configurable interval, the interface will then fetch this file.
2 Data Import	All data will be imported to the corresponding fields in the Flex Names, Vehicle, and Accident tables. See Exhibit A for the field mapping. **Name Matching Rules -** When a name is imported from Remote Booking, the interface will look for the below criteria. If the interface finds a match, then it will use the existing Name record in Flex. If it does not find a match, it will then create a new Name record. • Social Security number and first name • Social Security number and birth date • Social Security number and last name • Driver license and state and first name • Driver license and state and birth date • Driver license and state and last name • First, last names with date-of-birth • First, last, suffix names with phone • First, last, suffix names with an exact match on address, city, state, and ZIP

	Vehicle Matching Rules - When a vehicle is imported from Remote Booking, the interface will look for the below criteria. If the interface finds a match, then it will use the existing Vehicle record in Flex. If it does not find a match, it will then create a new Vehicle record. • Key (number) • VIN • License number and license state • License number, license state, make, model, year (Only if Make/Model/Year is checked in the DEx Properties screen)
3 PDF Import	Crossroads can be configured to export a pdf image of the entire collision report along with the XML file. If this is configure, then the interface will attach this file to the accident record in Flex.

Item 1

Crossroads Field Name	Flex Field Name	Notes
ExportXML	Not Imported	
Accident Number	acinfo.acstid	
Report Number	acmain.relinci	
Collision date	acmain.adate	
Collision Time	acmain.adate	
Collision Day of Week	Not Imported	
Hit and Run	acvhdtl.hitrun	
Collision Type	acmain.colit	
Involved With	Not Imported	
Pedestrian Action	acmdesc.text	
Private Property	acmdesc.text	
Officer ID	acmain.officer	
Reporting District	acmdesc.text	
PCF Type	Not Imported	
Party at Fault	acnmdtl.comment	
Party at Fault Cited	acnmdtl.comment	
Violation	acnmdtl.citev1	If violation code does not exist, put it in acnmdtl.comment
Violation Subsection	acnmdtl.citev1	If violation code does not exist, put it in acnmdtl.comment
beat	acmdesc.text	
county	acmdesc.text	
city name	acmain.city	
tow away	acmdesc.text	

state highway	acmdesc.text	
property damage owner	acmdesc.text	
property damage description	acmdesc.text	
property damage owner notified	acmdesc.text	
property damage address	acmdesc.text	
NCIC Number	acmdesc.text	
photos by	acmdesc.text	
judicial district	acmdesc.text	
Weather	acmain.wcond	
Weather (Additional)	acmain.wcond2	
Road Surface Condition	acrdcc.roadcc	
Road Condition1	acrdcc.roadcc	
Road Condition2	acrdcc.roadcc	
Lighting	acmain.lcond	
Right of Way Controls	acmdesc.text	
Number Injured	acmain.injured	
Number Killed	acmain.killed	
Primary Road	acmain.street	
Secondary Road	Not Imported	
Distance in Feet	Not Imported	
Direction	acvhdtl.dirc	
X	Not Imported	Coordinates will populate if the address is geo-verified
Y	Not Imported	Coordinates will populate if the address is geo-verified
preparers name	acmdesc.text	
reviewers name	acmdesc.text	
date reviewed	acmdesc.text	
Primary Collision Factor	acmain.firshar	
ExportXML	Not Imported	
Accident Number	acinfo.acstid	
Party Number	Not Imported	
Party Type	acnmdtl.ptype	
Party Sex	nmmain.sex	
Party Age	Not Imported	
Vehicle Year	vhmain.year	

Vehicle Make	vhmain.make	
Vehicle Type	vhmain.model	
Party Sobriety 1	acnmdtl.comment	
Party Sobriety 2	acnmdtl.comment	
Direction of Travel	acvhdtl.dirc	
Movement Preceding Collision	acvhdtl.movem	
Associated Cause - Factor 1	acvhdtl.seqevt1	
Associated Cause - Factor 2	acvhdtl.seqevt2	
Associated Cause - Factor 3	acvhdtl.seqevt3	
Associated Factor 1 VC	acnmdtl.comment	
Cited for Other Associated Factor 1	acnmdtl.comment	
Cited for Other Associated Factor 2	acnmdtl.comment	
Associated Factor 1 Sub	acnmdtl.comment	
associated factor inattention description	acnmdtl.comment	
Date of Birth	nmmain.birthd	
Drivers License Number	nmmain.dlnum	
Drivers License State	nmmain.dlstate	
Drivers License Class	nmmain.dltype	
Hair Color	nmmain.hair	
Eye Color	nmmain.eyes	
Weight	nmmain.weight	
Height	nmmain.height	
Race	nmmain.race	
Home Phone	nmmain.phone	
Business Phone	nmmain.wkphn	
Business Phone Extension	Not Imported	
Insurance Carrier	acnmdtl.comment	
Policy Number	acnmdtl.comment	
Safety Equipment	acnmdtl.safety	
On Street	acvhdtl.comment	
Speed Limit	acvhdtl.vhsplim	
Vehicle Owner	acvhdtl.comment	
Owner Address	acvhdtl.comment	

Disposition Orders By	acvhdtl.comment	
Prior Mechanical Defects	acvhdtl.comment	
Extent of Damage	acvhdtl.extdmg	
First Name	nmmain.first	
Middle Name	nmmain.middle	
Last Name	nmmain.last	
Party Street Address	nmmain.street	
Party City Address	nmmain.city	
Party State Address	nmmain.state	
Party Zip Address	nmmain.zip	
disposition by officer	acnmdtl.comment	
disposition by driver	acnmdtl.comment	
disposition by other	acnmdtl.comment	
prior mechanical none	acvhdtl.comment	
prior mechanical see narrative	acvhdtl.comment	
Owner Same As Driver		Use driver data in the owner fields
Addr Owner Same As Driver		Use driver data in the owner fields
special information	acnmdtl.comment	
Trailer Vehicle Model	vhmain.model	
Trailer Vehicle Color	vhmain.color1	
Trailer Vehicle License Number	vhmain.lpnum	
Trailer Vehicle State	vhmain.state	
Trailer Vehicle Year	vhmain.year	
Trailer Vehicle Make	vhmain.make	
Vehicle Model	vhmain.model	
Vehicle Color	vhmain.color1	
Vehicle License Number	vhmain.lpnum	
Vehicle State	vhmain.state	
CHP Vehicle Type	acvhdtl.comment	
CHP Trailer Type	acvhdtl.comment	
Vehicle Identification Number	vhmain.vin	
CA	acvhdtl.comment	
DOT	acvhdtl.comment	
CAL-T	acvhdtl.comment	
TCP/PSC	acvhdtl.comment	
MC/MX	acvhdtl.comment	

ExportXML	Not Imported	
Accident Number	acinfo.acstid	
Party of Victim	Not Imported	
Victim Number	Not Imported	
Victim Type	acnmdtl.ptype	
Victim Age	Not Imported	
Victim Sex	nmmain.sex	
Extent of Injury	acnmdtl.severe	
Seating Position	acnmdtl.positin	
Air Bag	acnmdtl.airbdep	
Safety Equipment	acnmdtl.safety	
Witness Only	acnmdtl.ptype	
Witness Number	Not Imported	
Passenger Only	acnmdtl.ptype	
Victim First Name	nmmain.first	
Victim Middle Name	nmmain.middle	
Victim Last Name	nmmain.last	
Victim Street Address	nmmain.street	
Victim City Address	nmmain.city	
Victim State Address	nmmain.state	
Victim Zip Address	nmmain.zip	
Victim Country Address	nmmain.text	
Victim Home Phone	nmmain.phone	
Victim Business Phone	nmmain.wkphn	
Victim Business Phone Extension	Not Imported	
Victim Date of Birth	nmmain.birthd	
Ejected	acnmdtl.ejectn	
Transported By	acnmdtl.comment	
Taken To	acnmdtl.comment	
Injury Description	acnmdtl.comment	

Limitations

Flex Schema – Only the data currently stored in the Flex database can be imported by this interface. Adding fields in the Flex database is out of the scope of this project.

One way – This is a one-way interface from Crossroads to Flex.

Crossroads - This interface is contingent upon the functionality of the Crossroads Software.

Encryption – This interface will not be encrypted. It is expected that all network traffic will go over a secure network.

Customer's Responsibilities (Corona Police Department)

FTP Server - The customer will be responsible for the setup and maintenance of the FTP server.

Value Translations - The customer will be responsible for setting up the value translations for the interface.

Connection Issues – All networking issues are the responsibility of the customer.

Deliverables

This interface will be delivered as a WAR file that will be deployable on the Flex Tomcat Server.

Installation

- Spillman will install the interface.

Configuration

- **FTP File Fetch Interval –** The time interval the interface checks for new XML files on the FTP server will be configurable**.**
- **FTP URL –** The location of the SFTP/FTP site will be configurable.
- **FTP Credentials –** The FTP site's username and password will be configurable.
- **XML File Archive** - The amount of time the interface will store the archived XML files will be configurable.
- **Failure Logging –** All failures that can be logged will be logged and displayed on the web page.
- **Database Adapter –** This will determine which Flex database the interface is pushing data into.
- **Value Translation –** All value mapping will be configurable in the Flex Syxfrin table. For example, if Crossroads has an eye color value of BRN and Spillman's code is BRO, then the Spillman translation table Syxfrin will be configured to translate the value.
- **Additional Configuration Items –** During development and testing it may be determined that additional configurations are needed.

Testing

- **Testing –** Testing will involve Spillman and the customer. Both are required participants and this project cannot be completed without their involvement. Testing will occur on the customer's Spillman server and they will verify field mappings are correct.
- **Pilot/Beta Testing –** Testing can be done in the live or practice environment, whichever the customer prefers. Spillman will monitor the interface and ensure stability and reliability.

After a period of no less than 14 days and no more than 60 days, Spillman will release the interface to general support.

Acceptance Criteria

- **Data Import** - All data will be imported to the corresponding fields in the Flex Names, Vehicle, and Accident tables. See Exhibit A for the field mapping.
- **XML File Archive** - The interface will delete the XML file from the FTP site and then archive the file on the Spillman server.

Acceptance

The client named below verifies that the terms in this Statement of Work represents the full scope of this interface and is acceptable. Any significant modifications or additions to this accepted scope contained herein will require a Change Request and may result in additional costs. The parties hereto are each acting with proper authority by their respective companies.

Client Comments

City of Corona	Spillman Technologies, Inc.
James Patton	Joe Lunt
Print Name	Print Name
Chief of Police	Vice President
Print Title	Print Title
DocuSigned by: James Patton 18FD4B026CC14AA...	DocuSigned by: 780A274D7244487...
Signature	Signature
12/20/2017	12/18/2017
Date	Date

Exhibit E

Spillman Statement of Work

Exhibit E
Spillman Statement of Work

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 services, and both initial and ongoing training. Spillman will provide Customer with software tools and services to implement a system that provides for the storage, retrieval, retention, manipulation, and viewing of documents, or 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 system and application administration training
- Perform initial system acceptance
- Provide comprehensive end user training and assistance with code table set up

- Provide Go-live assistance
- Perform final system acceptance

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 Microsoft Windows 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, system acceptance tests, 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

Project Tasks and Responsibilities

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.

Tasks may or may not be completed in the order in which they appear. Some tasks may be sequential while other tasks may be concurrent with other tasks.

Some tasks will involve 3rd party entities (government agencies, vendors, etc.) to successfully complete this project. Spillman will cooperate and use good faith efforts to work effectively with all 3rd party representatives from other vendors or government agencies as may be necessary to ensure successful Project completion.

5.1 - Project Planning and Pre-Installation

Task Description

Project Planning will consist of a series of tasks and activities to help prepare the Customer and Spillman for the implementation process:

- **Pre-Implementation Meeting**
  Spillman will conduct a Pre-Implementation Meeting (PIM), which includes a project review session and product demonstration. The Project review session will include a detailed discussion of the contract documents, project timelines, goals and objectives, and roles and responsibilities of both parties. The Project review session will be designed to ensure the project managers and key personnel on both sides are familiar with the contract documents and have the same understanding of the overall scope of the project and project approach.
- **Open House**
  Upon completion of the PIM, Spillman will conduct an Open House consisting of a general product presentation for end users designed to promote enthusiasm for the upcoming implementation.
- **Workflow and Forms Review Sessions/Project Team Planning Session**
  Spillman will schedule and conduct Workflow and Forms Review Sessions with each agency/department to identify paper forms and manual reports that can/will be eliminated by installing the new System, and the changes that will be required in forms that will remain in use after system go-live. This task will also include a detailed discussion/presentation and recommendations on how each agency will/should streamline work processes and adjust current staffing resources to match Software utilization.

5.1 - Project Planning and Pre-Installation

Deliverables

Upon completion of Project Planning, Spillman and Customer will:

- Document results of the workflow and forms review for each agency. Spillman will provide recommendations on forms that can potentially be eliminated and/or consolidated for each agency. Spillman will provide recommendations for forms that should remain in use after go-live occurs.
- Identify and document estimated Customer resources and estimated time requirements for Customer-related tasks so the Customer is better prepared to assign the type of resources when necessary to do so and for what duration. This information will be based on Spillman's previous experience in installing similar systems. The goal is to help ensure the Customer is well aware in advance of tasks and resource requirements so as to avoid potential project delays during the implementation process.

Prerequisites

- Signed Agreement

Completion Criteria

This task will be considered complete following the Pre-Implementation Meeting, Open House, and completion of the Workflow and Forms Review Sessions.

Spillman	Customer
Responsibilities • Conduct pre-implementation meeting • Conduct product demonstrations • Conduct workflow and forms review	**Responsibilities** • Assist with open house (invites, room to conduct meetings and open house, etc…) • Assist with workflow and forms analysis • Assist with project team planning sessions
Required Staff • Project manager • Trainer • Systems Engineer	**Required Staff** • Project manager • Project team members (staff from agencies or departments

5.2 - 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 servers for the solution's GIS component, and Compstat Dashboard module. 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

5.3 - 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

- Signed agreement

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)

5.4 - 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 both Spillman and Customer, as well as Customer personnel who make decisions regarding resource allocations or scheduling, will meet 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)

5.5 - 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 • Lead trainer	**Required Staff** • Project team

5.6 - First Remote Map Training

Task Description

Customer must prepare its GIS data for the Spillman geofile and then build the Spillman geofile database. Prior to training, Customer will collect current map data for assessment. Spillman will send Customer a document to guide Customer in the collection of this data. 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
- 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
Required Staff • Trainer (GIS)	**Required Staff** • System Administrator • GIS Department

5.7 - Install and Configure Hardware and Operating System

Task Description

After Customer receives the server hardware, Spillman's systems engineer will install the server at Customer site, and install and configure the operating system. The systems engineer will also help Customer configure the GIS server to accommodate Esri® Network Analyst, which is necessary if Customer wants routing and closest unit dispatching capabilities.

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 installed and configured the Microsoft Windows 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 • Install Microsoft Windows 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 Microsoft Windows server • Set up disaster recovery solution • Configure network • Assist with establishing connectivity to Spillman headquarters
Required Staff • Project manager • Systems engineer	**Required Staff** • System administrator • IT department

5.8 - Install Core Spillman Application

Task Description

After installing the servers and configuring the operating system and database storage, Spillman's systems engineer will install the core Spillman 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 core Spillman 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
Required Staff • Systems engineer	**Required Staff** • IT personnel • System administrator

5.9 - Configure StateLink/NCIC, E9-1-1, LiveScan and Other External Interfaces

Task Description

Spillman installs the NCIC and E9-1-1 interfaces with configuration parameters set to default values. While most external interfaces require only configuration prior to execution, these interfaces require additional technical and administrative steps for operability.

Spillman will install the State Link and Mobile StateLink NCIC interface. Customer, however, is responsible for obtaining a state connection and obtaining state user and terminal ORIs. Should Customer require assistance, Spillman can help with the process. Together, Spillman and Customer will enter the ORI and terminal information and test the connection.

Spillman will install the E9-1-1 interface. To configure this interface, Spillman will require a sample ANI/ALI data stream from Customer, as well as dispatch terminal IP addresses and a port for connectivity to the ANI/ALI box. After receiving this information and the required connectivity, Spillman will configure the E9-1-1 interface and, together with Customer, will test the connection to verify the correct data stream and format transfers to the CAD screens.

Spillman will also install and test all other external 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 StateLink and Mobile State Link StateLink/NCIC, E9-1-1, and LiveScan 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 StateLink and Mobile StateLink/NCIC, E9-1-1 interface, LiveScan interface, and other external interfaces included in the Agreement and they are installed and working correctly in all material respects.

5.9 - Configure StateLink/NCIC, E9-1-1, LiveScan and Other External Interfaces

Spillman	Customer

Responsibilities
• StateLink Interface
  o Install StateLink/NCIC interface
  o Work with Customer to enter ORI and terminal information
  o Test StateLink/NCIC interface
• E9-1-1 Interface
  o Install interface
  o Configure ANI/ALI connection to Spillman
  o Verify data stream/format to CAD screens
• Other External Interfaces
  o Serve as prime contractor to develop interfaces
  o Test and successfully demonstrate completion to Customer
  o Update interface and system Documentation, as necessary
	Responsibilities
	• StateLink Interface
	  o Obtain state connection
	  o Obtain state user and terminal ORIs
	  o Work with Spillman to enter ORI and terminal information
	  o Test StateLink and Mobile StateLink State/NCIC interface
	• E9-1-1 Interface
	  o Provide ANI/ALI port for connection
	  o Provide dispatch computer IP addresses
	  o Verify data stream/format to CAD screens

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

5.10 - 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. As Spillman demonstrates this functionality, Spillman and Customer will jointly verify the project acceptance sign off for the modules purchased. Should Spillman and Customer discover any discrepancies between the demonstrated product and Spillman's proposal, they will mutually agree on the reason for the discrepancy and develop a plan of action to resolve the discrepancy. Spillman will resolve the discrepancy if possible. If an immediate resolution is not possible, Spillman and Customer will agree on, and document, an alternative plan of action (i.e., a workaround by Customer or a Spillman product enhancement in a future release).

Following the project team training, the Spillman project manager and Customer will work on any documented changes that need to be made to the module acceptance testing documents (the "Acceptance Documents"). Customer's project team will review the Acceptance Documents for accuracy. Once Spillman and Customer agree on the accuracy of the Acceptance Documents, the documents will be used as a basis for functional testing and final project acceptance.

Deliverables

- Project team training
- Module acceptance test documents

Prerequisites

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

Completion Criteria

This task will be complete when the parties have agreed upon the Acceptance Documents.

Spillman	Customer
Responsibilities • Project team training (system overview) • Demonstrate Spillman application • Work with Customer to review and modify (as needed) module acceptance tests	**Responsibilities** • Provide appropriately equipped training location • Ensure appropriate personnel attend project team training Work with Spillman to review and modify module acceptance tests
Required Staff • Project manger • Trainer	**Required Staff** • Project team • Trainer

5.11 - Conduct System Administration Training

Task Description

Spillman will conduct the following system administration training courses:

- Specialist Spillman application administration (3 days)
- Module-specific administration training, as appropriate
  - CAD Admin Training
  - Law Admin Training
  - Jail Admin Training

System administration training includes training to set up, enter, and administer the operational and administrative code tables. Following training, Customer will be responsible for entering code tables. Customer must enter data before user training begins. Spillman will provide training on user/group setup, including granting system privileges.

Additionally, 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 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 Responsibilities	Customer Responsibilities
• System administrator training • Module administration training • Code table setup training	• Provide properly equipped location • Ensure personnel attend 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)

5.12 - Conduct Module Acceptance Testing

Task Description

At Customer location, Spillman and Customer will conduct acceptance tests on the installed system. Spillman will provide Customer with its standard acceptance tests for each Spillman application module. Spillman will cross references all sections of Spillman's RFP response to the applicable acceptance test, specifically where a favorable response was made in the RFP response and a test plan is not available. Spillman will work with Customer to develop additional, mutually agreeable tests and scenarios.

Spillman's installation technician will verify proper set-up to ensure that system is functioning as designed, and prepared for the tests prior to functional testing. With Spillman's assistance, Customer 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, Customer 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 Customer 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 Customer will conduct additional testing of that requirement to verify it passes the test.

Deliverables

- Spillman standard functional tests

Prerequisites

- Spillman application installation
- System Administration training

Completion Criteria

This task will be complete when the Spillman application operates in all material respects according to the Acceptance Testing Documents, and Spillman either has remedied all material Failures or has provided a mutually acceptable written explanation of when it will correct the Failures.

5.12 - Conduct Module Acceptance Testing	
Spillman Responsibilities	**Customer Responsibilities**
• Provide standard functional tests • Work with Customer to review and agree upon additional tests and scenarios • Conduct module testing with Customer and track results • Correct any failures following Acceptance Testing plan	• Review standard Spillman functional tests • Create additional tests and scenarios, if desired • Conduct functional testing with Spillman and track results • Re-test any corrections made by Spillman
Required Staff • Project manger • Trainer	**Required Staff** • Project manager • Project team • End users (as needed)

5.13 - Conduct Follow Up Map Training and Final Map Setup Training

Task Description

Spillman GIS trainers will conduct multiple (as needed) training sessions 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 review session to assess the condition of Customer map data and ensure it is ready for go live.

Deliverables

- GIS professional services (consulting)
- Final map review

Prerequisites

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

Completion Criteria

This task will be complete when the final map is prepared and ready for go live.

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

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

5.15 - 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 ensuring all tasks are completed and Customer personnel are prepared for pre and post-cutover roles.

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

Spillman's project manager and trainers will hold meetings with Customer project team, as needed, to discuss concerns and issues that arise.

Customer's system administrators, project team, and other "supervisory users" shall be present to provide guidance to Customer personnel needing 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 operation of the entire System has commenced and the other tasks described above been completed.

Spillman Responsibilities	Customer Responsibilities
• Facilitate Go-live kickoff meeting (first day of Go-live) • Assist with initial live database entry • Observe operations and troubleshoot live database problems • Make minor modifications as needed • Work one-on-one with individuals	• Ensure appropriate personnel attend Go-live kickoff meeting • 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)

5.16 - Perform Site Audit and Analysis

Task Description

As scheduled between the Project Manager and the Customer, within a few weeks or months following cutover to live operation, Spillman trainer(s) will be onsite to observe how Customer personnel are using the System. The trainer(s) 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 (per trip)

Prerequisites

- Go-live operations

Completion Criteria

This task will be complete after the Spillman trainer(s) have conducted the site audit(s) and analysis.

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

5.17 - Obtain Project Acceptance Sign Off

Task Description

Customer will sign off on final system acceptance. The system will be deemed accepted as defined in Exhibit F, Section 5, Final System Acceptance.

Deliverables

- Corrections or workarounds to material errors per the Acceptance Test Plan

Prerequisites

- Cutover to live operations

Completion Criteria

This task will be complete when the System has been fully tested in an operational environment and Acceptance has occurred as per the Acceptance Test Plan.

Spillman	Customer
Responsibilities • Resolve performance and reliability issues per the Acceptance Test Plan	**Responsibilities** • Monitor Spillman System • Log errors with appropriate detail
Required Staff • Project manger	**Required Staff** • Project manager • Project team

Major Milestones

- Agreement signing
- Hardware delivery/Core installation
- Project team training/Administration training complete
- Initial acceptance
- Interfaces
- End user training complete
- Go-live complete
- Final acceptance

Exhibit F

Acceptance Test Plan

Exhibit F
Acceptance Test Plan

1. Acceptance Testing Overview

Spillman will work in conjunction with the Customer to perform three types of acceptance tests: functional, performance, and reliability. This Acceptance Test Plan (ATP) is incorporated as part of the Purchase and License Agreement ("License Agreement") to identify a mutually agreeable methodology for completing these testing activities.

Failures are defined as the inability of the System or a System component to conform in all material respects to Documentation as defined in the License Agreement. All tracking of test results will be done via a mutually agreeable tracking form.

2. Functional Testing

Prior to Go-live, Spillman will provide the Customer with its standard functional acceptance tests for each Spillman application module. Spillman will cross references all sections of Spillman's RFP response to the applicable acceptance test, specifically where a favorable response was made in the RFP response and a test plan is not available. Spillman will work with Customer to develop additional, mutually agreeable tests and scenarios.

Spillman's installation technician will verify proper set-up to ensure that system is functioning as designed, and prepared for the tests prior to functional testing. With assistance from Spillman, the Customer will conduct Functional Tests on the System to verify that that commands work as intended within mutually developed test scenarios, and that each module, as well as all System interfaces, functions according to the Functional Specifications Document developed as a System implementation task.

In the process of testing the requirements, the Customer will also test specific commands to determine whether the command executes the function it was intended to execute in the manner expected, whether the command generates the appropriate acknowledgement message, if information is correctly sent and received, and whether the commands generate the appropriate error messages when input incorrectly.

During Functional Testing, Spillman and the Customer will track whether requirements pass or fail a test. If a requirement fails a test, it will be classified as a "Failure." Spillman shall have up to ten (10) days to correct any Failure or provide an explanation of when the Failure will be corrected. Spillman shall resolve the Failure either by fixing the Failure or by providing a mutually agreeable resolution. Once a Failure is corrected, Spillman and the Customer will conduct additional testing of that requirement to verify that it passes the test.

The System will be deemed to have passed Functional Testing when all requirements pass the test or mutually acceptable remedies for the Failures have been developed.

3. Performance Testing

The purpose of the Performance Test is to verify that the System meets the transaction performance standards in **Exhibit G** (Performance and Reliability Standards). Prior to Go-live, the Customer will be responsible for conducting the Performance Testing during End User Training and during the Mock Go-Live simulation. Once all System components have been installed, a final Performance Test can only be accomplished in a live environment (production use) to ensure that performance standards are maintained when all System components are in use. For the purposes of Performance Testing, command transactions times are measured from operator action until visual response or operation completion. As part of Performance Testing, prior to go live operations, Spillman will stress test the System using an automated load tester. The automated load tester will simulate large volumes of calls being created, dispatched, etc utilizing data from the standard practice database.

3.1. Performance Testing

The purpose of performance testing is to verify the System meets the transaction performance standards in **Exhibit G** (System and Performance Standards).

The Customer will be responsible for monitoring and measuring System Performance during the 60-day acceptance test period. The Customer can conduct any performance test it desires, but must be able to systematically document and track any discovered performance deficiencies, including detailed information as to the sequence of events leading up to the problem, time of day, node name or unit involved and other pertinent details.

If performance degradation, defined as a replicable inability to meet the performance standards in **Exhibit G** (System and Performance Standards) is discovered, the Customer may choose to stop use of the application or use whatever operational portion may be available. The Customer and Spillman will determine a mutually acceptable error level and remedy as per the Error Designation and Remedies Section in Section 4.1.

4. Reliability Testing

Upon Go-live, the System will undergo a 60-day Performance and Reliability Period. The Performance and Reliability Test Period consists of Performance Testing and Reliability Testing.

During this test period, the Customer will need to maintain a log of any discovered errors. Errors will be classified and remedied according to severity using the Error Level Designations and Remedies listed in Section 4.1.

4.1. Error Level Designations and Remedies

During the Performance and Reliability Test Periods, the Customer will maintain a log of any discovered errors. Errors will be classified and remedied as described in the following paragraphs.

4.1.1. Error Level 0 (P0)

A Priority Zero Level Error (P0) is a failure to meet Product Specifications that results in:

- The entire Spillman application or a core Spillman component (i.e., HUB, RMS, CAD, Mobile, and Spillman's portion of the CLETS interface) does not function

In the event a P0 Error occurs, the Customer will immediately notify Spillman and the Performance and Reliability period will be cancelled. Spillman personnel shall promptly resolve the problem at no additional cost to the Customer and a new Performance and Reliability period will begin.

Upon receipt of a software correction for a P0 error, the Customer has 24 hours to test the software correction and place it into production. If the Customer does not place the software correction into production within 24 hours, the new Reliability Period will begin. Once the system operates for the total number of intended consecutive days of the Performance and Reliability Period without a P0 Error, the Performance and Reliability Test will be completed.

4.1.2. Error Level 1 (P1)

A Priority One Level (P1) Error is a failure to meet Product Specifications that results in:

- A significant risk or threat to Police Officer, or Firefighter Safety as a result of System or Software errors
- Inability to use a module within a System Component
- Material Data loss due to software errors
- Data corruption due to software errors

In the event a P1 Error occurs, the Customer will immediately notify Spillman and the Performance and Reliability period will be restart. Spillman personnel shall promptly resolve the problem at no additional cost to the Customer and a new Performance and Reliability period will begin.

Upon receipt of P1 software correction, the Customer has 72 hours to test the software correction and place it into production. If the Customer does not place the software correction into production with 72 hours, the Performance and Reliability period will resume. Once the Subsystem or System operates for the total number of intended calendar days of the Performance and Reliability Period without a Level 1 Error, the Performance and Reliability Test will be completed.

4.1.3. Error Level 2 (P2)

A Priority Two Level (P2) Error is a failure to meet Product Specifications that results in:

- Productive, but incomplete, operation wherein a workaround is generally available

In the event a P2 Error occurs, the Customer will immediately notify Spillman, but the Reliability period will continue. If possible, Spillman shall resolve the problem during the Reliability period. If not, resolution will occur within a future bug fixes release, fixes release or software update of the product. P2 Errors do not need to be resolved for Final System Acceptance, but must be resolved, either by remedying the error or by developing a mutually acceptable plan to remedy the error in a future bug fix release.

4.1.4. Error Level 3 (P3)

A Priority Three Level (P3) Error is a minor failure to meet Product Specifications that does not affect operations and is mainly cosmetic in nature. Examples include configuration issues that can be corrected by the Customer; data integrity issues that must be addressed by the Customer; Help File errors; documentation errors; graphical user interface cosmetic errors that can be corrected in a future release; or enhancements that can be made in the future to the presently installed System. In the event a P3 Error occurs, Spillman may or may not correct the error within a future software release, however if the error affects functionality that is identified in the functional requirements document Spillman will work with Customer to reclassify the error to a mutually agreed upon error level. Note that requested enhancements to the application are not errors and fall outside of the scope of the Error Levels and Reliability Testing.

If, during the Performance and Reliability period, the system is deemed non-operational by the Customer due to P0 or P1 errors, the Performance and Reliability period will cease. The Customer may choose to stop use or use whatever operational portion that is available. The Performance and Reliability period will restart upon the resolution of a P0 or P1. P2 and P3 Errors will not stop or extend the Performance and Reliability period.

4.2. Reliability Testing

The purpose of the Reliability Testing is to verify the Subsystem will perform in a live environment as per the reliability standards stated in **Exhibit H** (Performance and Reliability Standards).

If a Failure is detected, the errors will be classified and remedied as per the Error Designation and Remedies Section above in Section 4.1.

5. Final System Acceptance

Final System Acceptance can occur when:

- The Spillman System has operated for 60 consecutive days without a P0 error
- The Spillman System has operated for 60 consecutive days without a P1 error
- All P2 Errors have been corrected or a mutually agreeable resolution or plan to resolve all P2 errors has been developed

Spillman needs to be notified in writing of any errors before the end of the reliability period. All errors must be reproducible. If Spillman has not been notified of any Errors within the 60 day Reliability Test period, the System will be deemed accepted.

6. Final Acceptance Notification Form

Customer agrees acceptance testing has been completed as follows:

- The Spillman System has operated for 60 consecutive days without a P0 error
- The Spillman System has operated for 60 days without a P1 error
- All P2 Errors have been corrected or a mutually agreeable resolution or plan to resolve all P2 errors has been developed

Exhibit G

System Performance Standards

Exhibit G
System Performance Standards

1. Overview

This Document outlines the performance and reliability standards for the System. In the event of a conflict between the terms and conditions of this document and the License Agreement, the terms and conditions of the License Agreement shall apply.

2. Performance Standards

Subject to the terms and conditions in the Agreement, Spillman will ensure that the System meets the performance standards stated herein in all material respects.

2.1 Performance Standards Assumptions and Exceptions

All performance standards are based on the following assumptions:

- The Spillman Software is configured and maintained according to Spillman recommendations for networks, servers, workstations, storage systems, system and application configuration, as well as for database maintenance
- The workstations used to access the Software meet the recommended Spillman workstation specifications
- The servers housing the Spillman Software meet the recommended Spillman server specifications
- The storage system storing the database and application files meets the recommended storage system specifications
- A maximum average round-trip latency (as measured by "ping") of 10ms between client workstations and the Spillman server
- Performance standards are not guaranteed in the following conditions:
    - The physical integrity of the network (bad cables, etc.), other applications competing for bandwidth, or issues with switches and routers which can cause network noise, throughput drop-offs, or network activity spikes
    - Third party applications operating on workstation clients negatively influence response times of the Spillman Software
    - Anti-virus scanning software configuration, client registry errors, firewalls, and spyware negatively affect performance
    - Network and system diagnostic testing affects performance
    - Functions requiring responses from external data sources, such as queries to external systems, which may take longer based on the responsiveness of the external system and the network

2.2 Measurement of Transaction Response Times

Transaction response times are measured from operator action until visual response or operation completion.

2.3 Spillman CAD Performance Standards

The CAD performance standards are based on the **Performance Standards Assumptions and Exceptions** and the following additional assumptions:

- CAD client workstation to the Spillman Server must maintain a constant connection speed of 100Mbps for optimum performance, since response time for query transactions, searches and canned reports will depend greatly on the network connection speeds

Subject to the Customer meeting the CAD performance assumptions, Spillman commits to the following response times during the Project:

- An average of less than 1 second for the following Dispatcher commands:
  - Unit Status Update
  - Dispatch Unit
  - Call Comment
  - Update Call Status
  - Close Call
- An average of less than 3 seconds for the following Dispatcher commands:
  - Geoverify Address (from Add Call screen)
  - Initiate New Call (open Add Call screen, no address)
  - Call History (Incident History)
  - Unit History
- From the Add Call Screen or the Call Information screen, an average of less than 5 seconds for the following amplifying information
  - Previous calls at address
  - Duplicate calls at address
  - Names at address
  - Names with alerts at address
  - Warrants at address
  - Premise records at address
  - Address alerts

Many factors influence response time, including network latency, map display complexity, and interaction with external systems and data volumes retained on the production database servers. The majority of the CAD application commands will meet the criteria stated above. However, commands requiring responses from external data sources (i.e., queries to external systems) may take longer based on the responsiveness of the external system and the network. With regard to external database queries, the System will meet the performance requirement in most cases. However, due to factors such as network latency and external system responsiveness, it is not possible to commit to the response time for all ad hoc external database query requests.

Notwithstanding this provision, Spillman will resolve, in accordance with the requirements of the Agreement, problems or Defects caused by Products and/or Services provided by Spillman that interfere with or impede the System's ability to achieve the performance standards as stated herein. Please note that Spillman cannot guarantee response times when the transaction depends on the performance of the network, load on external systems or any external systems (e.g., queries to state databases) outside the responsibilities of Spillman as defined by the Agreement.

2.4 Spillman Mobile Performance Standards

The Mobile performance standards are based on the **Performance Standards Assumptions and Exceptions** and the following additional assumptions:

- Either a commercial or managed IP-based wireless network with average data rates of 256 Kbs+- between the Spillman Mobile client and the Spillman server
- Acceptable performance for mobile transactions shall be defined as achieving two-way (query and response) transactions on a channel without congestion (i.e., no delay for channel access due to traffic contention)

Subject to the Customer meeting the Mobile performance assumptions, Spillman commits to the following response times during the Project:

- The frequency of dispatch updates is configurable. The default configuration is set to 15 seconds, thus the maximum time between dispatch updates is less than 30 seconds.
- Query response times are directly related to network latency and bandwidth. When Mobile network performance assumptions are met indexed query responses, unit history and call history lookups, and message transactions are less than 7 seconds

Note that the Mobile response time does not apply to the following:

- Records with images or attachments, such as mug shots. For example, a 1 MB mug shot will take approximately 32 seconds to download over a 256 kbit/s connection or approximately 16 seconds to download over a 512 kbit/s connection. (**http://www.download-time.com/**)
- Queries to external systems
- Functions that are size and complexity dependent (i.e., report generation)

2.5 Spillman RMS Performance Standards

The Spillman RMS performance standards are based on the **Performance Standards Assumptions and Exceptions** and the following additional assumptions:

- RMS client workstation to the Spillman Server must maintain a constant connection speed of 100 Mbps for optimum performance, since response time for query transactions, searches and canned reports will depend greatly on the network connection speeds

Subject to the above-noted assumptions and exceptions, Spillman commits to the following performance standards during the Project:

- Basic Query (Indexed Search) and Select Response Times
  - With the exception of large reports or database searches that cover a time span of a week or more and excluding network communication times and other delays beyond the Licensed Software control, the RMS system will complete the majority of activities with a transaction Response Time of 3 seconds or less.
  - Data entry operations (i.e., manual entry of information into data entry fields) and option selections (e.g., selecting one or more alternatives from drop down menu, with a pointing device or keyboard command) are completed with an average response time of 1 second or less.

- Extended Records Query (Non-indexed Search)
  - The Spillman RMS allows searching on un-indexed fields. The response time for un-indexed searches varies greatly and depends on the amount of data stored in the database, the search criteria, and the position of the matching records in the table. An exact response time cannot be guaranteed, but the Spillman RMS will search approximately 1,000 records in less than 7 seconds.

- Name Query With List Response
  - When configured to show a list response the Spillman RMS will complete a names search in less than 7 seconds

2.6 Spillman Field Reporting Performance Standards

The Field Reporting performance standards are based on the **Performance Standards Assumptions and Exceptions** and the following additional assumptions:

- Either a commercial or managed IP-based wireless network with average data rates of 256 kbit/s between the Spillman Field Reporting client and the Spillman server
- Acceptable performance for AFR transactions shall be defined as achieving two-way (query and response) transactions on a channel without congestion (i.e., no delay for channel access due to traffic contention)
- These performance standards do not apply to third party Field Reporting applications that interface with the Spillman system
- The form load time will be very dependent upon the mobile/Field Reporting client workstation hardware memory and CPU specifications required by the application.

Subject to the above noted assumptions and exceptions, Spillman commits to the following performance standards during the Project:

- Field Reporting queries to the Spillman Server over the LAN will be completed within 7 seconds. Field Reporting queries to the Spillman Server over-the-air (wireless network)

are not subjected to the 7-second response time due to wireless network traffic and server response.

- Selecting drop-down menu pick-list items will be provided within 1 second. A few large pick-list items will be provided within 7 seconds.
- Generation and display of report forms from the "New" report screen will be provided within 30 seconds.
    - Generation and display of report forms from the "New" report screen will be provided within 12 seconds, with the exception of the first time the form is displayed after logging into Spillman Mobile, for Mobile clients that meet or exceed Spillman's Mobile Client hardware recommendations.
- Field Reporting Workflow, Retrieval and Submissions
    - Loading of existing saved draft reports, reports from a user's inbox and submission of reports may take longer than 30 seconds. The time for submitting and saving reports to the Spillman Server may also exceed 30 seconds. This transaction time will be contingent upon the number of included data elements in a draft or completed report, any media attachments associated with the form, and the number of reports a user allows to be queued in their inbox.

2.7 Spillman JMS Performance Standards

The Spillman JMS performance standards are based on the general assumptions and exceptions and the following additional assumptions:

- JMS client workstation to the Spillman Server must maintain a constant connection speed of 100Mbps for optimum performance, since response time for query transactions, searches and canned reports will depend greatly on the network connection speeds

Subject to above noted assumptions and exceptions, Spillman commits to the following performance standards:

- Basic Query (Indexed Search Only) and Select Response Times
    - With the exception of large reports or database searches that cover a time span of a week or more and excluding network communication times and other delays beyond the Licensed Software control, the JMS system will retrieve and display the first matching record in 3 seconds or less.
    - Data entry operations (i.e., manual entry of information into data entry fields) and option selections (e.g., selecting one or more alternatives from drop down menu, with a pointing device or keyboard command) are completed with a response time of 3 seconds or less.

- Inmate Quick Search
    - The Inmate Quick Search displays a list of inmates that match the entered search criteria. For indexed searches, the Inmate Quick Search is completed with a response time of less than 7 seconds.

3. System Availability

Spillman software has consistently operated in a 99.99% to 99.999% rate of uptime for many years. For the past 12 months, Spillman customers as a whole have averaged an uptime of 99.9968 (excluding planned downtime for updates). That said, because performance of the Spillman application is also dependent on hardware, operating systems, and other non-Spillman systems, we hesitate to guarantee a defined system availability level.

Spillman Technologies is firmly committed to the continued development of our extremely reliable public safety software, and stand by the products we currently offer to more than 1,900 customers across the United States. We will work closely with the agency to ensure proper expectations are established.

The calculation of system uptime excludes planned downtime for maintenance, patches, and upgrades. System uptime is a measure of software uptime and excludes downtime caused by factors outside the control of the Spillman software, such as power outages and hardware failures.

4. System Reliability

Spillman commits that the System will operate in material conformity with the performance standards described herein and the requirements as defined in the Agreement through Final System Acceptance. Should the System fail to meet these requirements, upon notice from Customer, Spillman will take appropriate steps to bring the System back into compliance by correcting the problem.

Exhibit H

Insurance

Exhibit H
Insurance

1. Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

2. Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

    a. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

    b. Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* **$5,000,000** per occurrence; **$10,000,000** general aggregate for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* **$1,000,000** per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **$1,000,000** per accident for bodily injury or disease.

3. Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of three (3) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than **$3,000,000 per claim, $3,000,000 aggregate**. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to,

claims involving infringement of intellectual property, including, but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, electronic information or data theft, loss of, breach of, damage to, destruction of or misuse of electronic information or data, release of private information, alteration of electronic information, and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

4. Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

    a. General Liability. The general liability policy shall state under a Blanket Additional Insured endorsement and CG 2037 that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith; and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

    b. Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant.

5. Other Provisions; Endorsements Preferred. Consultant shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Consultant:

    a. Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy, except the Professional Liability policy, which arise from work or Services performed by the Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

b. Notice. Consultant shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

6. Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of Project.

7. Deductibles and Self-Insurance Retentions. Consultant's policies required herein are written with deductibles and do not contain self-insured retentions. The deductible under Consultant's policies are the obligation of the Named Insured (Consultant) and not the responsibility of the City.

8. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion.

Verification of Coverage. Consultant shall furnish City with original certificates of insurance, as well as amendatory endorsements. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Consultant's obligation to provide them.

1. "Verification of Coverage. Spillman shall furnish City with original certificates of insurance and a blanket additional insured endorsement effecting coverage required by the Agreement on forms reasonably satisfactory to the City. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and reasonably approved by the City before work commences under the Agreement. In the event that the City has tendered a claim to Spillman or its insurer, and Spillman or its insurer has denied coverage to the City, or has issued a reservation of rights letter, upon written request, Spillman will permit City to review, during normal business hours and at no cost to the City, all relevant insurance policy or policies at a location within the City of Corona or within thirty (30) miles of the City of Corona, subject to an executed non-disclosure agreement reasonably

acceptable to the Parties stating that the City will not disclose the contents of the insurance policy or policies to third parties unless otherwise required by applicable law. Additionally, Spillman will provide copies of all relevant insurance policy or policies to the City in accordance with a duly issued court order or subpoena."

2. Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3. Sub-Consultants. All sub-consultants shall comply with each and every insurance provision of this Section 3.2.10. Consultant shall therefore not allow any sub-consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this Agreement.

4. Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

Exhibit I
Estimated Implementation Timeline

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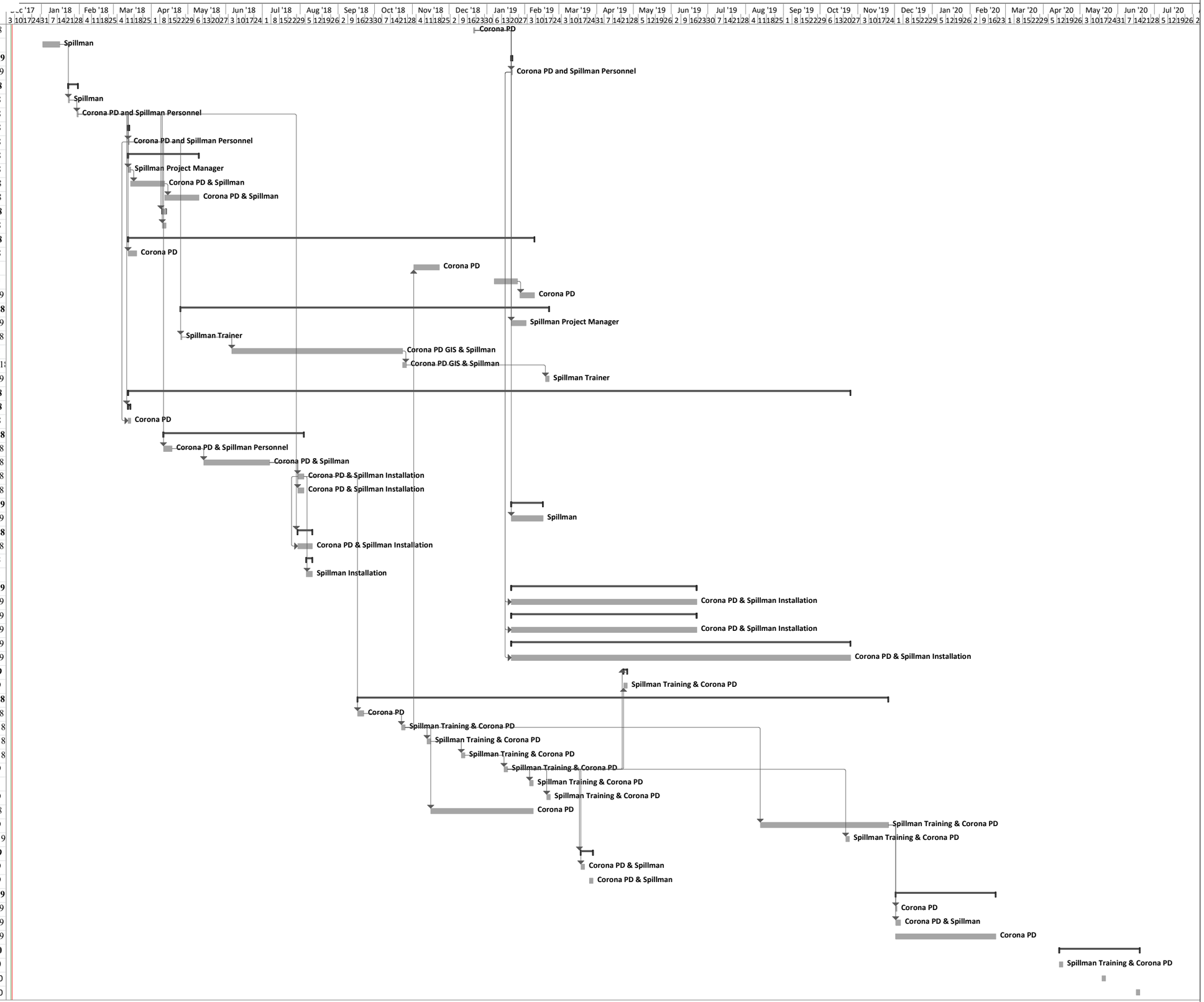
TBD Sample Corona Police Department, CA Implementation Schedule

1	Contract Signing	1 day	Fri 12/21/18
2	Contract and First Check Received and Processed	2 wks	Tue 1/2/18
3	**Initial Planning Phase**	**1 day**	**Mon 1/21/19**
4	Install Checklist/Needs Analysis Surveys	1 day	Mon 1/21/19
5	**Pre-Implementation**	**6 days**	**Tue 1/23/18**
6	Internal Sales - Project Management Kickoff Mee	1 day	Tue 1/23/18
7	Pre-Implementation Call	1 day	Tue 1/30/18
8	Kickoff Meeting	1 day	Tue 3/13/18
9	Kickoff Meeting Onsite	1 day	Tue 3/13/18
10	Training Schedule	42 days	Tue 3/13/18
11	Provide Draft Training Schedule	2 days	Tue 3/13/18
12	Review and Revise Draft Training Schedule	4 wks	Thu 3/15/18
13	Finalize Draft Training Schedule	4 wks	Thu 4/12/18
14	**Training Business Process Review**	**3 days**	**Tue 4/10/18**
15	Business Process Review	3 days	Tue 4/10/18
16	**Data Entry Standards**	**239 days**	**Tue 3/13/18**
17	Review Sample Data Entry Standards	1 wk	Tue 3/13/18
18	Revise/Create New Standards	3 wks	Fri 11/2/18
19	Formalize Policy and Create Forms	3 wks	Mon 1/7/19
20	Print and Distribute Forms	2 wks	Mon 1/28/19
21	**Geobase/Mapping**	**216 days**	**Wed 4/25/18**
22	Order ArcView Software	2 wks	Mon 1/21/19
23	Overview of Current GIS Data	1 day	Wed 4/25/18
24	GIS Data Revision/Build as needed	20 wks	Wed 6/6/18
25	Map Data Loaded for Testing	3 days	Wed 10/24/18
26	Map Data Loaded for Production	3 days	Mon 2/18/19
27	**Installation Phase**	**424 days**	**Tue 3/13/18**
28	**Network**	**2 days**	**Tue 3/13/18**
29	Acquire IP Addresses	2 days	Tue 3/13/18
30	**Server**	**83 days**	**Wed 4/11/18**
31	Verify Server Specifications	1 wk	Wed 4/11/18
32	Order Server	8 wks	Mon 5/14/18
33	Server Setup on Agency Network	1 wk	Mon 7/30/18
34	Establish Backup Procedures	1 wk	Mon 7/30/18
35	**Order 3rd Party Products**	**20 days**	**Mon 1/21/19**
36	Order 3rd Party Products	4 wks	Mon 1/21/19
37	**Spillman Support Connection**	**10 days**	**Mon 7/30/18**
38	Cisco VPN or LAN to LAN	2 wks	Mon 7/30/18
39	**Software**	**5 days**	**Mon 8/6/18**
40	Hub and Other Spillman Modules	1 wk	Mon 8/6/18
41	**Statelink / NCIC Interface**	**110 days**	**Mon 1/21/19**
42	Statelink / NCIC Connection	22 wks	Mon 1/21/19
43	**911 Interface**	110 days	Mon 1/21/19
44	911 Interface	22 wks	Mon 1/21/19
45	**Custom Interface Development**	200 days	Mon 1/21/19
46	Custom Interface Development	40 wks	Mon 1/21/19
47	**Load Testing**	**3 days**	**Tue 4/23/19**
48	Load Testing	3 days	Tue 4/23/19
49	**Training Phase**	**311 days**	**Mon 9/17/18**
50	Set Up Training Room	1 wk	Mon 9/17/18
51	Project Team Training	3 days	Tue 10/23/18
52	System Admin Training	3 days	Tue 11/13/18
53	CAD Admin Training	3 days	Tue 12/11/18
54	Law Admin Training	3 days	Tue 1/15/19
55	Jail Admin Training	3 days	Tue 2/5/19
56	Admin Staging (Go-Live Scenarios)	3 days	Tue 2/19/19
57	Enter Code Tables	12 wks	Fri 11/16/18
58	User Training	15 wks	Tue 8/13/19
59	Mock Go-Live	3 days	Tue 10/22/19
60	**Functional Testing**	**8 days**	**Tue 3/19/19**
61	Functional Testing	3 days	Tue 3/19/19
62	Functional Testing (cont.)	3 days	Tue 3/26/19
63	**Final System Setup Phase**	**60 days**	**Mon 12/2/19**
64	Determine Record Numbering	1 day	Mon 12/2/19
65	Go Live	4 days	Mon 12/2/19
66	Performance and Reliability Period	60 days	Mon 12/2/19
67	**Site Audit & Analysis**	**48 days**	**Tue 4/14/20**
68	Site Audit & Analysis	3 days	Tue 4/14/20
69	Site Audit & Analysis (2)	3 days	Tue 5/19/20
70	Site Audit & Analysis (3)	3 days	Tue 6/16/20



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