



Commonwealth of Virginia
Virginia Information Technologies Agency

LAW ENFORCEMENT RECORDS MANAGEMENT SOLUTIONS

Date: March 16, 2016

Contract #: VA-140530-IAC

Authorized Users: All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia*. Authorized Users also include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the *Internal Revenue Code*.

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FIN: 59-3792039

Term: May 30, 2014 – May 29, 2017

Payment: Net 30 days

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NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase products or services for their personal use from this Contract.

For updates, please visit our Website at <http://www.vita2.virginia.gov/procurement/contracts.cfm>

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA): Prior review and approval by VITA for purchases in excess of \$100,000.00 is required for State Agencies and Institutions only.



Case Management Information Technology Solution Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

**Colossus Incorporated d/b/a Interact Public Safety
Systems**

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CASE MANAGEMENT INFORMATION TECHNOLOGY SOLUTION CONTRACT

THIS CASE MANAGEMENT INFORMATION TECHNOLOGY SOLUTION CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, (hereinafter referred to as "VITA") and Colossus Incorporated d/b/a Interact Public Safety Systems (Supplier), a corporation headquartered at 102 West Third Street, Suite 750, Winston-Salem, NC 27101, to be effective as of May 30, 2014 (Effective Date).

1. PURPOSE

This Contract sets forth the terms and conditions under which Supplier agrees to provide and implement for Authorized Users a solution for a commercial off-the-shelf (COTS) law enforcement records management system, with associated hardware, software and services, for the Commonwealth and all public bodies provided that a fully executed Statement of Work is in place.

2. DEFINITIONS

A. Acceptance

Successful performance of the Solution at the location designated in the applicable Statement of Work, or completed and successful Acceptance testing in conformance with the Requirements as determined by the Authorized User in the applicable Statement of Work.

B. Agent

Any third party independent agent of any Authorized User.

C. Authorized Users

All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia. Authorized Users also include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code.

D. Computer Virus

Any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, alter or disrupt any computer program, firmware, or hardware or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by such software in any manner.

E. Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this Contract or any order or Statement of Work issued hereunder, and which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party.

F. Deliverable

The tangible embodiment of the Services, including the development or creation of Work Product, performed or the Solution or Solution component provided by Supplier as identified in the applicable Statement of Work.

G. Documentation

Those materials detailing the information and instructions needed in order to allow any Authorized User and its Agents to make productive use of the Solution, and to implement and develop self-sufficiency with regard to the Solution as may be specified in a Statement of Work issued hereunder.

H. Electronic Self-Help

Any use of electronic means to exercise Supplier's license termination rights, if allowable pursuant to the Software License section of this Contract, upon breach or cancellation, termination or expiration of this Contract or any order placed hereunder.

I. Party

Supplier, VITA, or any Authorized User.

J. Receipt

An Authorized User or its Agent has physically received or has unfettered access to any deliverable at the correct "ship-to" location.

K. Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Service(s) and Deliverables as set forth in Exhibit A and the applicable Statement of Work and such other parameters, characteristics, or performance standards that may be agreed upon in writing by the Parties.

L. Services

Any work performed or service provided, including development and maintenance of the Solution, software modifications, installation, support, training, and provision to the Authorized User of any Deliverable described in the applicable SOW, provided by Supplier under this Contract for an Authorized User. Services include the discovery, creation, or development of Work Product, if any.

M. Software

The programs and code provided by Supplier under this Contract as a component(s) of the Solution, and any subsequent modification of such programs and code, excluding Work Product.

N. Software Publisher

The licensor of the Software provided by Supplier under this Contract.

O. Solution

The Supplier's contractually committed technical approach for solving a technology business objective and associated Requirements as defined and authorized by the scope of the Contract or any Statement of Work issued under the Contract. Solution means all Supplier and Supplier's third-party providers' components making up the Solution, including but not limited to Software, hardware, configuration design, implementation, Supplier-developed interfaces, Services and Work Product.

P. Statement of Work (SOW)

Any document in substantially the form of Exhibit D (describing the deliverables, due dates, assignment duration and payment obligations for a specific project, engagement, or assignment for which Supplier shall be providing a Solution and/or Services to an Authorized User), which, upon signing by both Parties, shall be deemed a part of this Contract.

Q. Supplier

Means the Supplier and any of its Affiliates (i.e., an entity that controls, is controlled by, or is under common control with Supplier).

R. Work Product

Inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship (collectively, the "Work Product") discovered, created, or developed by Supplier, or jointly by Supplier and an Authorized User(s) in the performance of this Contract or any order issued hereunder. Work Product shall not include configuration of software. Work Product shall not include Supplier's existing products or Supplier provided enhancements to their products. All Work Product must be identified as such in a Statement of Work.

3. TERM AND TERMINATION

A. Contract Term

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of three (3) years. VITA, in its sole discretion, may extend this Contract for up to seven (7) additional one (1) year periods after the expiration of the initial three (3) year period. VITA will issue a written notification to the Supplier stating the extension period thirty (30) days prior to the expiration of any current term. In addition, performance of an order or SOW issued during the term of this Contract may survive the expiration of the term of this Contract, in which case all terms and conditions required for the operation of such order or SOW shall remain in full force and effect until the Solution and all Services pursuant to such order or SOW have met the final Acceptance criteria of the applicable Authorized User.

B. Termination for Convenience

VITA may terminate this Contract, in whole or in part, or any order or SOW issued hereunder, in whole or in part, or an Authorized User may terminate an order or SOW, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason. Termination for Convenience will not have any impact on payment obligations after Acceptance has occurred.

C. Termination for Breach or Default

VITA shall have the right to terminate this Contract, in whole or in part, or any order or SOW issued hereunder, in whole or in part, or an Authorized User may terminate an order or SOW, in whole or in part, for breach and/or default of Supplier. Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order or SOW issued hereunder.

If VITA deems the Supplier to be in breach and/or default, VITA shall provide Supplier with notice of breach and/or default and allow Supplier thirty (30) days to cure the breach and/or default. If Supplier fails to cure the breach as noted, VITA may immediately terminate this Contract or any order or SOW issued hereunder, in whole or in part. If an Authorized User deems the Supplier to be in breach and/or default of an order or SOW, such Authorized User shall provide Supplier with notice of breach and/or default and allow Supplier thirty (30) days to cure the breach and/or default. If Supplier fails to cure the breach and/or default as noted, such Authorized User may immediately terminate its order or SOW, in whole or in part. Any such termination shall be deemed a Termination for Breach or Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352 or if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs, VITA may immediately terminate this Contract, in whole or in part, for breach, and VITA shall provide written notice to Supplier of such termination. Supplier shall provide prompt written notice to VITA if Supplier is charged with violation of 31 USC 1352 or if federal debarment proceedings are instituted against Supplier.

D. Termination for Non-Appropriation of Funds

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any order, in whole or in part, or an Authorized User may terminate an order, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

E. Effect of Termination

Upon termination, neither the Commonwealth, nor VITA, nor any Authorized User shall have any future liability except for Deliverables accepted by the Authorized User or Services rendered by Supplier and accepted by the Authorized User prior to the termination date.

In the event of a Termination for Non-Appropriation of Funds, Authorized User shall return all Deliverables not Accepted and/or Deliverables that have been Accepted and not yet paid for.

In the event of a Termination for Breach or Termination for Default, Supplier shall accept return of any Deliverable that was not accepted by the Authorized User(s), and Supplier shall refund any monies paid by any Authorized User for such Deliverable, and all costs of de-installation and return of Deliverables shall be borne by Supplier.

F. Transition of Services

Prior to or upon expiration or termination of this Contract and at the request of VITA, Supplier shall provide all assistance as VITA or an Authorized User may reasonably require to transition Solution-related Services to any other supplier with whom VITA or such Authorized User contracts for provision of a Case Management solution(s). This obligation may extend beyond expiration or termination of the Contract for a period not to exceed six (6) months. In the event of a termination for breach and/or default of Supplier, Supplier shall provide such assistance at no charge or fee to VITA or any Authorized User; otherwise, Supplier shall provide such assistance at the hourly rate or a charge agreed upon by Supplier and VITA or an Authorized User.

G. Contract Kick-Off Meeting

Within 30 days of Contract award, Supplier may be required to attend a contract orientation meeting, along with the VITA contract manager/administrator, the VITA and/or other CoVa Agency project manager(s) or authorized representative(s), technical leads, VITA representatives for SWaM and Sales/IFA reporting, as applicable, and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review all contractual obligations for both parties, all administrative and reporting requirements, and to discuss any other relationship, responsibility, communication and performance criteria set forth in the Contract. The Supplier may be required to have its assigned account manager as specified in Section 6.0 and a representative from its contracts department in attendance. The time and location of this meeting will be coordinated with Supplier and other meeting participants by the VITA contract manager.

H. Contract Closeout

Prior to the contract's expiration date, Supplier may be provided contract close out documentation and shall complete, sign and return to VITA Supply Chain Management within 30 days of receipt. This documentation may include, but not be limited to: Patent/Royalty Certificate, Tangible Property/Asset Certificate, SWaM Reports Completion Certificate, Sales Reports/IFA Payments Completion Certificate, and Final Payment Certificate. Supplier is required to process these as requested to ensure completion of close-out administration and to maintain a positive performance reputation with the Commonwealth of Virginia. Any closeout documentation not received within 30 days of Supplier's receipt of our request will be documented in the contract file as Supplier non-compliance. Supplier's non-compliance may affect any pending payments due the Supplier, including final payment, until the documentation is returned.

4. SOFTWARE LICENSE

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body.

A. License Grant

- i). Supplier grants to the Commonwealth and all Authorized Users a fully paid, perpetual, worldwide, nonexclusive, transferable, irrevocable object code license to use, copy, modify, transmit and distribute the Software and Documentation including any subsequent revisions, in accordance with the terms and conditions set forth herein and subject only to the limitations and/or restrictions explicitly set forth in this Contract. It is expressly understood that Authorized User has license rights to the Software for non-production use prior to payment. It is expressly understood that "perpetual" license rights shall commence upon delivery of, and subsequent payment for the Software by the Authorized User and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the

- Contract. The Software is the property of Supplier, and no title or ownership of the Software or any of its parts, including Documentation, shall transfer to the Commonwealth or any Authorized User.
- ii). The Commonwealth and all Authorized Users shall have the right to use, copy, modify, transmit and distribute the Software for their benefit, for government use and purposes, and for the benefit of their Agents, including internal and third-party information processing.
 - iii). The Commonwealth and any Authorized User may allow access to the Software by third party vendors who are under contract with an Authorized User to provide services to or on behalf of such Authorized User, or by other entities as required for conducting the business of government. Access includes loading or executing the Software on behalf of such Authorized Users or their Agents.
 - iv). The license fee includes a test system copy, which consists of the right to use the Software for non-production test purposes, including but not limited to, problem/defect identification, remediation, and resolution, debugging, new version evaluation, Software interface testing, and disaster recovery technique analysis and implementation.
 - v). In the event that all of an Authorized User's copies of the Software, including all backup copies, are destroyed, irreparably damaged or otherwise lost due to fire, explosion, sabotage, flood or other disaster, Supplier shall provide to such Authorized User, at no additional cost, replacement copies of the Software and Documentation. Nothing contained in this Section shall obligate Supplier to replace or assist in the recovery of data lost concurrent with the loss of the Software.
 - vi). An Authorized User may make a reasonable number of copies of the Software and Documentation for use in training, support, demonstrations, backup, archiving, disaster recovery and development, and may run the Software concurrently at a back-up site, for no additional license fees or costs. Such Authorized User agrees that any copies of the Software or Documentation that it makes under this Contract shall bear all copyright, trademark and other proprietary notices included therein by Supplier. An Authorized User may add its own copyright or other proprietary notice, or copyright or other proprietary notice of the Commonwealth, to any copy of the Software or Documentation, which contains modifications to which the Commonwealth or such Authorized User has ownership rights pursuant to this Contract.
 - vii). Except as expressly authorized, an Authorized User shall not distribute the Software to any third party without Supplier's prior written consent. Authorized User's rights to copy are described in this section.
 - viii). Except as provided or allowed by law, no Party shall reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any software or other intellectual property of any other Party.

Nothing contained herein shall be construed to restrict or limit the rights of the Commonwealth or any Authorized User to use any technical data, which the Commonwealth or such Authorized User may already possess or acquire under proper authorization from other sources.

Compliance with the terms and conditions of any license granted pursuant to this Contract is solely the responsibility of the Authorized User which purchased such license or for which such license was purchased and not the responsibility of VITA, unless VITA purchased such license on its own behalf.

B. License Type

All licenses granted, regardless of the type, include all uses set forth above. License type may vary by Software product and shall be set forth in Exhibit B and identified on any order issued pursuant to this Contract.

Option – Designated CPU License

The license(s) granted under this Section authorizes use of the Software only on the number of CPU(s) listed in the applicable SOW. An Authorized User may transfer the Software to a different machine to the extent that the license price for such new CPU(s) is equivalent to the CPU(s) initially licensed. If the licensed CPU is inoperative because of (i) malfunction, (ii) performance of maintenance, or (iii) modification to the licensed CPU, or (iv) because the Software is being transferred to another CPU, such Authorized User may use the Software on a replacement CPU as long as required by the mentioned conditions.

Option - Named User License

The license(s) granted under this Section authorizes use of the Software only by the number of Named User(s) listed in the applicable SOW. An Authorized User may transfer the Software to different Named User(s) to the extent that the license price for such new Named User(s) is equivalent to the Named User(s) initially licensed.

Option – Tiered License

The license(s) granted under this Section authorizes use of the Software on unlimited machines based on population tier as defined in a SOW (jail/medical/hospital facility, number of beds).

Option - Concurrent Use License

The license(s) granted under this Section authorizes use of the Software on any system based on the total number of Concurrent Users. The number of “Concurrent Users” is defined as the maximum number of concurrent Sessions connected at a given point in time. A “Session” is defined as an active user executing the Software. The Authorized User shall specify an initial number of Concurrent User licenses in its initial order pursuant to this Contract. An Authorized User may increase the number of Concurrent User licenses upon issuing an order for additional Concurrent User licenses. The license fee for additional Concurrent User licenses and payment of the license fee is set forth on Exhibit B.

Option - Site License

The license(s) granted under this Section authorizes use of the Software on any system located at the “Site” as such term is defined in the applicable order or SOW.

C. No Subsequent, Unilateral Modification of Terms by Supplier (“Shrink Wrap”)

Notwithstanding any other provision or other unilateral license terms which may be issued by Supplier after the Effective Date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for a Solution, the components of which are licensed under this Contract, or the fact that such other agreement may be affixed to or accompany Software upon delivery (“shrink wrap”), the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder.

5. RIGHTS TO WORK PRODUCT

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, any license to pre-existing work shall be held by, and all rights in, title to, and ownership of Work Product shall vest with the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, any license to pre-existing work shall be held by, and all rights in, title to, and ownership of Work Product shall vest with that public body.

A. Work Product

VITA and Supplier each acknowledge that performance of this Contract may result in Work Product. The Parties shall document all Work Product specifications and such specifications shall be made an incorporated exhibit to this Contract. Supplier agrees that it shall promptly and fully disclose to the Commonwealth or the Authorized User any and all Work Product generated, conceived, reduced to practice or learned by Supplier or any of its employees, either solely or

jointly with others, during the term or performance of this Contract, which in any way relates to the business of the Commonwealth, VITA or any Authorized User. Supplier further agrees that neither Supplier nor Supplier's employees, contractors, agents or subcontractors, nor any party claiming through Supplier or Supplier's employees, shall, other than in the performance of this Contract, make use of or disclose to others any proprietary information relating to the Work Product. All Services performed hereunder shall include delivery of all source and object code and all executables and documentation for all Work Product. Supplier shall at no time deny access to the Work Product, regardless of form, by the Commonwealth or the Authorized User.

B. Ownership

Supplier agrees that, whether or not the Services are considered "works made for hire" or an employment to invent, all Work Product discovered, created or developed under this Contract shall be and remain the sole property of the Commonwealth and its assigns or the Authorized User and its assigns. Except as specifically set forth in writing and signed by both VITA and Supplier, or Authorized User and Supplier, Supplier agrees that the Commonwealth or the Authorized User shall have all rights with respect to any Work Product discovered, created or developed under this Contract without regard to the origin of the Work Product.

If and to the extent that Supplier may, under applicable law, be entitled to claim any ownership interest in the Work Product, Supplier hereby irrevocably transfers, grants, conveys, assigns and relinquishes exclusively to the Commonwealth or the Authorized User any and all right, title and interest it now has or may hereafter acquire in and to the Work Product under patent, copyright, trade secret and trademark law in perpetuity or for the longest period otherwise permitted by law. If any moral rights are created, Supplier waives such rights in the Work Product. Supplier further agrees as to the Work Product to assist the Commonwealth or the Authorized User in every reasonable way to obtain and, from time to time, enforce patents, copyrights, trade secrets and other rights and protection relating to the Work Product, and to that end, Supplier and its employees shall execute all documents for use in applying for and obtaining such patents, copyrights, and other rights and protection, and in protecting trade secrets, with respect to such Work Product, as the Commonwealth or the Authorized User may reasonably request, together with any assignments thereof to the Commonwealth or the Authorized User or entities designated by the Commonwealth or the Authorized User. Supplier may charge its standard rates for any such work that exceeds ten (10) hours.

C. Pre-existing Rights

If and to the extent that any pre-existing rights are embodied or reflected in the Work Product, Supplier hereby grants to the Commonwealth or the Authorized User the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such pre-existing rights and any derivative works thereof and (ii) authorize others to do any or all of the foregoing.

D. Return of Materials

Upon termination of this Contract, Supplier shall immediately return to VITA or the appropriate Authorized User all copies, in whatever form, of any and all Confidential Information, Work Product and other properties provided by VITA or such Authorized User, which are in Supplier's possession, custody or control.

6. SUPPLIER PERSONNEL

A. Selection and Management of Supplier Personnel

Supplier shall take such steps as may be necessary to ensure that all Supplier personnel performing under this Contract are competent and knowledgeable of the contractual arrangements and the applicable SOW between Authorized User and Supplier. Supplier shall be solely responsible for the conduct of its employees, agents, and subcontractors, including all acts and omissions of such employees, agents, and subcontractors, and shall ensure that such employees and subcontractors comply with the appropriate Authorized User's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws, including export regulations. Authorized User reserves the right to require the immediate

removal from such Authorized User's premises of any employee, subcontractor or agent of Supplier whom such Authorized User believes has failed to comply or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

B. Supplier Personnel Supervision

Supplier acknowledges that Supplier, or any of its agents, contractors, or subcontractors, is and shall be the employer of Supplier personnel, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of, provide (to the extent required by law) health care and other benefits for, and terminate the employment of Supplier personnel. Neither VITA nor an Authorized User shall have any such responsibilities for Supplier or subcontractor personnel.

C. Key Personnel

An SOW may designate certain of Supplier's personnel as Key Personnel or Project Managers. Supplier's obligations with respect to Key Personnel and Project Managers shall be described in the applicable SOW. Failure of Supplier to perform in accordance with such obligations may be deemed a default of this Contract or of the applicable SOW.

D. Subcontractors

Supplier shall not use subcontractors to perform the Services unless specifically authorized in writing to do so by the Authorized User. If an order or SOW issued pursuant to this Contract is supported in whole or in part with federal funds, Supplier shall not subcontract any Services pursuant to such order or SOW to any subcontractor that is a party excluded from Federal Procurement and Nonprocurement Programs. In no event shall Supplier subcontract any Services to any subcontractor which is debarred by the Commonwealth of Virginia or which owes back taxes to the Commonwealth and has not made arrangements with the Commonwealth for payment of such back taxes.

7. GENERAL WARRANTY

Supplier warrants and represents to VITA the Solution described in Exhibit A as follows:

A. Ownership

Supplier has the right to provide the Solution without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

B. Solution and Documentation

Supplier warrants the following with respect to the Solution:

- i). The Solution is pursuant to a particular Request for Proposal ("RFP"), quote, or Request for Quote (RFQ), and therefore such Solution shall be fit for the particular requirements specified by VITA in the RFP and in this Contract, and if applicable, by the Authorized User requesting such quote or issuing such RFQ. Further, Supplier is possessed of superior knowledge with respect to the Solution and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing the Solution;
- ii). If the RFP or RFQ specified or if Exhibit A or Supplier's quote specifies the hardware equipment an Authorized User shall use to run the Solution, then Supplier warrants the Solution, and any subsequent Solution component Software release, is compatible with and shall perform well with such hardware equipment;
- iii). The Solution provided hereunder includes component Software at the current release level unless an Authorized User specifies an older version in its order;
- iv). No corrections, work arounds or future Software or Solution component Software releases provided by Supplier under the warranty provisions or under maintenance shall degrade the Solution, cause any other warranty to be breached, or require an Authorized User to acquire additional hardware equipment or software;
- v). Supplier warrants that the Documentation and all modifications or amendments thereto which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a user to understand fully the Solution without reference to any other materials or information.

C. Limited Warranty

During the warranty period of one-hundred-eighty (180) days ("Warranty Period"), or as specified in the applicable SOW, Supplier warrants that the Solution shall meet the Requirements. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the Warranty Period that result in a failure of the Solution to meet the Requirements.

D. Malicious Code

Supplier has used its best efforts through quality assurance procedures to ensure that there are no Computer Viruses or undocumented features in the Solution at the time of delivery to an Authorized User. Supplier warrants that the Solution does not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the Solution. Notwithstanding any rights granted under this Contract or at law, Supplier hereby waives under any and all circumstances any right it may have or may hereafter have to exercise Electronic Self-Help. Supplier agrees that an Authorized User may pursue all remedies provided under law in the event of a breach or threatened breach of this Section, including injunctive or other equitable relief.

E. Open Source

Supplier will notify all Authorized Users if the Solution contains any Open Source code and identify the specific Open Source License that applies to any embedded code dependent on Open Source code, provided by Supplier under this Contract.

F. Supplier's Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of a potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

G. Supplier's Past Experience

Supplier warrants that a solution of similar scope and complexity as the Solution required by this Contract, including all component products and services, has been installed and is operating in a production environment in a non-related third party's facility without significant problems due to the solution or Supplier.

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

8. DELIVERY AND INSTALLATION

A. Scheduling

Supplier shall deliver the Solution, including any component parts, and complete performance of Services according to the delivery dates set forth on the appropriate order.

Supplier shall make available all appropriate and/or related Documentation at the time of delivery of the relevant component of the Solution. Any Solution component delivered without the appropriate and required Documentation shall be considered "shipped short" until the applicable documentation has been received.

B. Deployment of Solution

1. Supplier Deployment of Solution

The Solution fee includes initial deployment of the complete Solution. Supplier is required to deploy the Solution in accordance with the deployment schedule set forth on the order. Deployment shall include the installation of any Software component and, if agreed, any hardware component, of the Solution. Supplier shall conduct its standard appropriate diagnostic evaluation at the Authorized User's user site to determine that the Solution is properly deployed and fully ready for productive use, and shall supply such Authorized User

with a copy of the results of the diagnostic evaluation promptly after completion of deployment.

Supplier agrees that failure to deploy the Solution in accordance with the delivery schedule in the applicable order shall constitute a material breach of this Contract resulting in damages to such Authorized User.

2. Authorized User Installation of Software

If the Solution includes Software which may be installed by an Authorized User and such Authorized User elects to install the Software itself, the Software shall be deemed to be installed when all programs, program libraries and user interfaces are copied to and initialized on the appropriate equipment as executable by having the ordering Authorized User invoke the primary function of each major component of the Software or when Acceptance criteria have been met. Authorized User shall provide to Supplier written notice of Acceptance upon completion of installation and successful Acceptance testing. Supplier shall proceed with full deployment of the Solution concurrently with or after Authorized User's installation of the Software, as agreed between the Authorized User and Supplier in the SOW.

C. Documentation of Software Configuration

If the Solution includes configuration of Software by Supplier, Supplier shall provide to the appropriate Authorized User documentation containing a description of the configuration. Such documentation shall be sufficiently detailed such that any appropriately trained employee or Agent of any Authorized User may reconstruct the configuration of the Software.

9. ACCEPTANCE

A. Software and Deliverable Acceptance Criteria

Software and Deliverables shall be deemed accepted when the Authorized User determines that such Software and Deliverables successfully operate in accordance with the Requirements. At a minimum, Acceptance Criteria for Software and Deliverables, and for the Solution as a whole, shall ensure that all of the functionality described in the Requirements set forth in Exhibit A and required by the Authorized User in the applicable SOW has been delivered to the Authorized User. Acceptance of any one Deliverable shall not imply Authorized User's concurrence that the Deliverable will function properly with or within the Solution. Supplier shall be responsible for ensuring that all Deliverables function properly within the Solution. Should a previously Accepted Deliverable require further modification in order to work properly with or within the Solution, Supplier shall be responsible for all costs associated with such modification.

Such Authorized User agrees to commence Acceptance testing within ten (10) days, or within such other period as set forth in the applicable SOW, after receipt of the Software or Deliverable. Acceptance testing will be no longer than thirty (30) days, or such other period as may be agreed in writing between Authorized User and Supplier, for the first instance of each product type set forth in Exhibit B. Supplier agrees to provide to such Authorized User such assistance and advice as such Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses for fixed price type SOWs in which travel expenses were expressly excluded from the total price of the SOW. Any such travel expenses must be pre-approved by the Authorized User and shall be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov>), or a successor URL(s)). Authorized User shall provide to Supplier written notice of Acceptance upon completion of successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Service shall be deemed Accepted.

B. Software and Deliverable Cure Period

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit such non-conforming Software or Deliverable for re-testing within fifteen (15) days of the appropriate Authorized User's written notice of non-conformance, or as otherwise agreed between such Authorized User and Supplier in the applicable SOW. Should Supplier fail to cure

the non-conformity or deliver Software or a Deliverable which meets the Requirements, such Authorized User may, in its sole discretion: (i) reject the Software or Deliverable in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Software or Deliverable with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Software or Deliverable while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of the Software or a Deliverable to meet, in all material respects, the Requirements after the second set of acceptance tests shall constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order or SOW, in whole or in part, for the Solution to be provided thereunder by Supplier.

C. Solution Acceptance Criteria

Solution shall be deemed accepted when the Authorized User determines that such Solution successfully operates in accordance with the Requirements. Such Authorized User agrees to commence Acceptance testing within ten (10) days after deployment of the Solution. Acceptance testing will be completed within thirty (30) days, or such other period as may be agreed in writing between Authorized User and Supplier, after deployment of the Solution. Supplier agrees to provide to such Authorized User such assistance and advice as such Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses for fixed price type SOWs in which travel expenses were expressly excluded from the total price of the SOW. Any such travel expenses must be pre-approved by the Authorized User and shall be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts <http://www.doa.virginia.gov>, or a successor URL(s). Authorized User shall provide to Supplier written notice of Acceptance upon completion of successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Service shall be deemed Accepted.

D. Solution Cure Period

Supplier shall correct any non-conformities identified hereunder and shall thereafter re-submit such previously non-conforming Solution or component products or Services for re-testing within fifteen (15) days of written notice of non-conformance to Supplier, or as otherwise agreed between the Authorized User and Supplier. Should Supplier fail to deliver a Solution which meets the Requirements, such Authorized User may, in its sole discretion: (i) reject the Solution in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Solution with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Solution while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of the Solution to meet, in all material respects, the specifications and performance standards after the second set of acceptance tests shall constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order, in whole or in part, for the Solution to be provided thereunder by Supplier.

10. WARRANTY AND MAINTENANCE SERVICES

At any time during the Warranty or Maintenance Period, as applicable, Supplier shall provide the following warranty or maintenance services (including unlimited telephonic support and all necessary travel and labor) to maintain the Solution in accordance with the Requirements. During the Warranty Period, such services shall be performed without additional charge to any Authorized User. During the Maintenance Period, charges shall be in accordance with this Section and Exhibit B. In order to provide the following services, Supplier will have virtual access to the Solution server(s) in accordance with applicable Authorized User security policies.

A. Known Defects

Promptly notify all Authorized Users in writing of any defects or malfunctions in the Solution or Documentation of which it learns from any source other than an Authorized User, correct any such defects or malfunctions or provide a work around until corrected, within five (5) days of

Supplier's knowledge of such defect or malfunction and provide all Authorized Users with corrected copies of same.

B. New Releases

Provide to all Authorized Users no later than thirty (30) days from general release, copies of the Software and Documentation revised to reflect any enhancements, including all new releases, upgrades, and access modes, to the Software made by Supplier, including, without limitation, modifications to the Software which can increase the speed, efficiency or base of operation of the Software or add additional capabilities to or otherwise improve the functionality of the Software. Authorized User will upgrade to the latest release from Supplier within thirty (30) days of receipt.

C. Coverage

Refer to Exhibit H.

D. Service Levels

Refer to Exhibit H.

E. Software Evolution

Should Supplier or Software Publisher merge or splinter the Software previously provided to any Authorized User, such action on the part of Supplier or Software Publisher shall not in any way result in any Authorized User being charged additional license or support fees in order to receive enhancements, releases, upgrade or support for the Software.

If Supplier or Software Publisher reduces or replaces functionality contained in a licensed Software product and provides the same or substantially similar functionality as or within a separate or renamed Software product, then the Commonwealth or the Authorized User shall be entitled to license such Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.

If Supplier or Software Publisher releases an option, future Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Software Publisher and/or Supplier ceases to provide maintenance for the older Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement Software product or function at no additional charge, provided the Authorized User is under a current maintenance agreement, or agrees to purchase an ongoing maintenance agreement.

F. Escalation Procedures

Refer to Exhibit H.

G. Remedies

If Supplier is unable to make the Solution or any component thereof conform, in all material respects, within thirty (30) days following notification by an Authorized User, Supplier shall, at such Authorized User's request, accept return of the tangible Solution components, and (a) during the Warranty Period, return all monies paid by such Authorized User for the returned Solution components and Documentation or (b) during any subsequent Maintenance Period, return all monies paid by such Authorized User for the returned Solution components and Documentation, pro-rated using the straight-line method for an estimated Solution life cycle of seven (7) years. Authorized User shall discontinue use of any Solution component Software or product. Notwithstanding the above, this Section 10.G shall not apply if Supplier is unable to make the Solution, or any component thereof, comply with the Requirements due to the Commonwealth being at fault for the majority of the issue.

H. Solution Support Services (Maintenance) and Renewal Options

Sixty (60) days prior to the expiration of the Warranty Period, Supplier shall notify the Authorized User in writing of such expiration, and the Authorized User, at its sole discretion, may order from Supplier Solution support Services ("Maintenance Services"), including new Software releases, updates and upgrades, for a period of one (1) year ("Maintenance Period") and for an annual fee as indicated in Exhibit B. Supplier shall notify the Authorized User sixty (60) days prior to the expiration of the Maintenance Period, and the Authorized User, at its sole discretion, may renew

Maintenance Services for an additional one (1) year period. The annual fee for Maintenance Services shall not exceed the fee charged for the preceding year's Maintenance Services by more than three percent (3%), or the annual change in CPI, as defined in the Fees and Charges section, in effect at the time, whichever is less. Supplier warrants that it shall make Support Services available for all the Solution components listed in Exhibit B for a period of at least five (5) years from the expiration of the initial Warranty Period of any Solution provided to an Authorized User pursuant to this Contract. Cancellation of Maintenance Services by an Authorized User shall not affect this Contract or the grant of any license by Supplier.

11. TRAINING AND DOCUMENTATION

The Solution fee includes all costs for the training of one (1) Authorized User trainer per order or SOW via internet web-training or at an Authorized User's designated location as determined on the order form on the use and operation of the Solution. Pursuant to a mutually agreed upon schedule, Supplier shall provide personnel sufficiently experienced and qualified to conduct such training. Available optional training, and applicable pricing and discounts, are described in Exhibit B.

Supplier shall deliver to any Authorized User, three (3) complete hard copies or electronic media of Documentation, as requested by such Authorized User. Any Authorized User shall have the right, as part of the license granted herein, to make as many additional copies of the Documentation, in whole or in part, for its own use as required. This Documentation shall include, but not be limited to, overview descriptions of all major functions, detailed step-by-step operating procedures for each screen and activity, and technical reference manuals. Such Documentation shall be revised by Supplier to reflect any modifications made by Supplier to the Solution. Any Authorized User shall have the right, as part of the license granted herein, at its own discretion, to take all or portions of the Documentation, modify or completely customize it in support of the authorized use of the Solution and may duplicate such Documentation and include it in such Authorized User's document or platform. All Authorized Users shall continue to include Supplier's copyright notice.

12. FEES, ORDERING AND PAYMENT PROCEDURE

A. Fees and Charges

As consideration for the Solution and any additional products and Services provided hereunder, an Authorized User shall pay Supplier the fee(s) set forth on Exhibit B, which lists any and all fees and charges. The fees and any associated discounts shall be applicable throughout the term of this Contract; provided, however, that in the event the fees or discounts apply for any period less than the entire term, Supplier agrees that it shall not increase the fees more than once during any twelve (12) month period, commencing at the end of year one (1). No such increase shall exceed the lesser of three percent (3%) or the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, Not Seasonally Adjusted, as published by the Bureau of Labor Statistics of the Department of Labor (<http://www.bls.gov/cpi/home.htm>), for the effective date of the increase compared with the same index one (1) year prior. Any such change in price shall be submitted in writing in accordance with the above and shall not become effective for sixty (60) days thereafter. Supplier agrees to offer price reductions to ensure compliance with the Competitive Pricing Section.

B. Reserved

C. Solution Demonstration

At the request of any new or prospective Authorized User, Supplier shall perform a demonstration of its Solution at such Authorized User's location and at no charge.

D. Statement of Work (SOW)

An SOW shall be required for any Solution ordered by an Authorized User pursuant to this Contract. All Services shall be performed at the times and locations set forth in the applicable SOW and at the rates set forth in Exhibit B herein. Any SOW shall be of a fixed price type but may, with the written approval of VITA, contain a cost-reimbursable line item(s) for pre-approved travel expenses.

Any change to an SOW must be described in a written change request (template provided as Exhibit E). Either Party to an SOW may issue a change request that will be subject to written approval of the other Party before it becomes part of this Contract. In no event shall any SOW or any modification thereto require the Supplier to provide any products or services that are beyond the scope of this Contract as such scope is defined in Exhibit A hereto.

E. Ordering

Notwithstanding all Authorized User's rights to license or purchase Supplier's products or services under this Contract, an Authorized User is under no obligation to purchase or license from Supplier any of Supplier's products or services. This Contract is optional use and non-exclusive, and all Authorized Users may, at their sole discretion, purchase, license or otherwise receive benefits from third party suppliers of products and services similar to, or in competition with, the products and services provided by Supplier.

Supplier is required to accept any order placed by an Authorized User through the eVA electronic procurement website portal (<http://www.eva.virginia.gov/>). eVA is the Commonwealth of Virginia's e-procurement system. State agencies, as defined in §2.2-2006 of the Code of Virginia, shall order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

- i). Purchase Order (PO): An official PO form issued by an Authorized User.
- ii). Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User.

This ordering authority is limited to issuing orders for the Solution and products or Services related to the Solution available under this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract. An order from an Authorized User may contain additional terms and conditions; however, to the extent that the terms and conditions of the Authorized User's order are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede.

Notwithstanding the foregoing, Supplier shall not accept any order from an Authorized User if such order is to be funded, in whole or in part, by federal funds and if, at the time the order is placed, Supplier is not eligible to be the recipient of federal funds as may be noted on any of the Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs.

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER PLACED BY ANY AUTHORIZED USER ARE THE SOLE OBLIGATION OF SUCH AUTHORIZED USER AND NOT THE RESPONSIBILITY OF VITA UNLESS SUCH AUTHORIZED USER IS VITA.

F. Supplier Quote and Request for Quote

Should an Authorized User determine that a competitive process is required to ensure it receives the best value Solution, such Authorized User may, at its sole discretion, on a case-by-case basis and upon approval by VITA, use a Request for Quote (RFQ) process to obtain a Solution identical or similar to those provided by Supplier pursuant to this Contract. The RFQ process is typically used when an Authorized User requires a complete solution that may be fulfilled by products and Services herein, but whose complexity or size may result in economies that could not be passed on to the Authorized User within the confines of the established contract catalog discount pricing. When an RFQ is used, the project timing and requirements will be clearly outlined in the RFQ document. In some situations, the Authorized User may not identify the exact specifications required. If that is the case, the RFQ respondents will be given the opportunity to identify and propose their recommended specifications.

Supplier shall respond to the RFQ by providing a quote, which shall include (a) a detailed description of each product or service proposed as a Solution component, at the Exhibit B line item level, (b) the quantity of each such component, (c) the contract price, (d) any additional percentage discount offered, and (e) an extended price. If requested by the Authorized User, Supplier's quote shall also include a proposal describing the approach Supplier plans to take in developing, implementing, and maintaining a Solution for the Authorized User. Should Supplier

be unable to respond to the RFQ due, for example, to resource constraints, Supplier shall notify Authorized User in writing of its inability to perform the work requested by such Authorized User, and provide the reasons for such inability to perform, prior to the due date for the submission of quotes in response to the RFQ. Supplier's failure to respond to an RFQ may be deemed a default of this Contract.

G. Invoice Procedures

Supplier shall remit each invoice to the "bill-to" address provided with the order promptly after all Solution, Solution component(s), or Services have been accepted and in accordance with the milestone payment schedule, if any, in the applicable order. Payment for Solution support Services shall be annually in advance unless otherwise stated herein, or in any order referencing this Contract. No invoice shall include any costs other than those identified in the executed order, which costs shall be in accordance with Exhibit B. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit B, or as noted in any executed order referencing this Contract. Invoices issued by the Supplier shall identify at a minimum:

- i). Solution, product/Solution component, or Service type, or project milestone, and description
- ii). Quantity, charge and extended pricing for each Solution and/or Service item or milestone
- iii). Applicable order date
- iv). This Contract number and the applicable order number
- v). Supplier's Federal Employer Identification Number (FEIN).

Any terms included on Supplier's invoice shall have no force or effect and will in no way bind VITA or any Authorized User.

H. Purchase Payment Terms

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until items or milestones have met Acceptance criteria. Charges for Solutions, products/Solution components, or Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid. Should Supplier repeatedly over bill Authorized User, Authorized User may assess a one percent (1%) charge for the amount over-billed for each month that such over-billing continues.

In the event any Deliverable is shipped without the applicable Documentation, payment shall not be due until the required Documentation is provided.

If there are any disputed items, an Authorized User shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if it does not concur with the Authorized User, provide the Authorized User with documentation to support the charge. If such charges remain in dispute, such dispute shall be resolved in accordance with the Dispute Resolution section of this Contract. In the absence of the Supplier's written evidence identifying the merit of the disputed amounts, Authorized User may not pay the disputed amounts and may consider the matter concerning the specific identified amounts closed. All payment terms are net thirty (30) days after Acceptance.

13. REPORTING

Supplier is required to submit to VITA the following monthly reports:

- Report of Sales; and
- Small Business Subcontracting Report

These reports must be submitted using the instructions found at the following URL:

<http://www.vita.virginia.gov/scm/default.aspx?id=97>

Failure to comply with all reporting requirements may result in default of the Contract.

Suppliers are encouraged to review the site periodically for updates on Supplier reporting.

14. STEERING COMMITTEE

In order to facilitate mutually beneficial contractual relationships with suppliers, VITA has procedures for establishing a steering committee (“Steering Committee”), consisting of senior management personnel, including personnel involved in the contractual relationship, from VITA and Supplier.

Roles of the Steering Committee include but are not be limited to a) identifying potential issues which may arise during the performance of a contract, b) discussing and assigning roles and responsibilities, c) establishing methods for quickly resolving potential disputes, d) setting rules for communication and decision making, e) monitoring and measuring the business relationship between the parties, and f) acting as a final decision board for escalated problems.

A meeting of the Steering Committee is intended to be a forum for brainstorming and sharing ideas, emphasizing respect, cooperation, and access, with the end goal of developing relationships to avoid conflict. A facilitator may, but is not required to, conduct a meeting of the Steering Committee.

A Steering Committee for this Contract will be formed at VITA’s option. Meetings may be held at any time during the Contract term, should VITA, at its sole discretion, determine that a meeting(s) would be beneficial to the contractual relationship, and Supplier agrees to participate in such meeting(s). In addition, Supplier may at any time submit a written request to VITA for a meeting of the Steering Committee, which VITA will not unreasonably deny.

Supplier shall ensure the availability of the appropriate personnel to meet with the VITA contract management team. Additional Steering Committee meetings involving representatives from VITA, the Supplier, and an Authorized User may be required prior to or during performance on any specific SOW issued pursuant to this Contract.

15. AUTHORIZED USER SELF-SUFFICIENCY

Prior to or at any time during Supplier’s performance of an order issued, or which may be issued, pursuant to this Contract, an Authorized User may require that Supplier provide to Authorized User a detailed plan to develop Authorized User self-sufficiency and to transition operation and management of a Solution to Authorized User or its Agent, which Agent may be VITA or an agent of VITA or a third party provider under contract with Authorized User. At Authorized User’s request and pursuant to an order for Supplier’s Services issued hereunder, Supplier shall provide all assistance reasonably required by Authorized User to develop self-sufficiency in operating and managing such Authorized User’s Solution. During and/or after the transition period, Authorized User may, at its sole discretion, elect to order or continue Maintenance Services from Supplier for any of the Software or hardware components of the Solution.

16. ESCROW AGREEMENT

The following language applies if an Authorized User purchases optional escrow coverage via a Statement of work.

Supplier shall maintain copies of all Software source code and related technical and user Documentation, in English, in an escrow account, and shall maintain with escrow agent the executed agreement attached hereto as Exhibit C (Sample Escrow Agreement). If events give rise to a need for the escrow agent to release escrowed materials to the Commonwealth, the Commonwealth’s sole responsibility shall be to request the release of such materials from the escrow agent. Supplier agrees to notify VITA in writing not less than thirty (30) calendar days prior to termination or any modification of Escrow Agreement. Supplier warrants that the information and materials to be kept in escrow in a media safe environment for the benefit of the Commonwealth are specifically identified and listed in Attachment A to the Escrow Agreement and include the most current version used by all Authorized Users of:

- i). the source code for the Software and all future release versions,
- ii). identification of the development/support technology stack, including but not limited to, every software tool, driver, script, app, etc. with versions and details needed to develop, test, support all phases of the SDLC for all tiers of the Software as used in the Authorized User’s solution or operating environment.

- iii). all Documentation related thereto as well as all necessary and available information, proprietary information must be in English, and
- iv). technical Documentation must be in English and shall enable VITA, any Authorized User, or an Agent of VITA or any Authorized User to create, maintain and/or enhance the Software without the aid of Supplier or any other person or reference to any other materials, maintenance tools (test programs and program specifications), or proprietary or third party system utilities (compiler and assembler descriptions); descriptions of the system/program generation; and descriptions of any Supplier tools required to enable VITA and all Authorized Users to continue to use the Software.
- v). All Documentation must be provided in unprotected MS Word and other commonly used formats that can be updated.

Supplier warrants that all items, including future versions, deposited in escrow for VITA or an Authorized User shall be verified by the Escrow Agent within 30 days after deposit to validate the completeness, accuracy and functionality of the Supplier's escrow deposits. The verification process to be performed by the Escrow Agent for the original deposit and subsequent deposits shall be detailed in the Escrow Agreement and the a detailed report of all tests of such verification shall be submitted in writing to VITA or the Authorized User within 10 business days of completion. To perform such verification, Escrow Agent shall conduct a verification process that includes but is not be limited to:

- i). File List Test - To ensure the deposited items are catalogued and confirm they are readable and virus free, and if encrypted, that the Escrow Agent has the decryption keys on deposit.
- ii). Inventory and Analysis Test – To provide a complete audit and inventory of the deposit including analysis of deposited media to verify the presence of build instructions, to identify all of materials necessary to recreate the original development environment and to confirm the presence of all build instructions, file classification tables, database schema and listings.
- iii). Compile Test – To validate whether the development environment can be recreated from the deposited documentation and files; to identify third-party libraries, to recreate the Supplier's development environment; to compile source files and modules, to recreate executable code and to prepare a complete list of any hardware or software configurations.
- iv). Binary Comparison Test – To test the functionality of the compiled deposit materials by comparing the files built in compile testing to the licensed, executable file running at VITA's or Authorized User's site.
- v). Full Usability Test – To confirm the source code placed in escrow will be fully functional in the event of a release and to perform a relevant series of tests to ensure that replicated software runs properly in the required VITA or Authorized User environment.
- vi). Final Operability Test – To perform a final demonstration of the functioning software.
- vii). Fault Remedy – To collaborate with Supplier on fixing any faults discovered during the testing, to obtain corrected escrow items and to re-perform any verification tests as necessary until all tests are successful, with written detailed reports to VITA or the Authorized User.

Supplier warrants that the Escrow Agreement provides for, among other items, the release of the list of items on Attachment A of the Escrow Agreement upon the Supplier's bankruptcy, which bankruptcy is not followed by reorganization within not more than 180-days. Authorized User agrees to pay all expenses associated with establishing and maintaining the escrow account and the contents mentioned above.

Subject to the information and materials listed on Attachment A of the Escrow Agreement being released to the Commonwealth pursuant to the terms of the Escrow Agreement, Supplier hereby grants to the Commonwealth a royalty-free, perpetual, irrevocable license for the sole purpose of support and maintenance of the Solution implemented at the Authorized Users as of the date of release,, that permits disclosure to a third party support-vendor of a complete and accurate copy of then-current source code for the Software licensed hereunder for the sole purpose of support and

maintenance of the Solution implemented at the Authorized Users as of the date of release, along with all related documentation.

Any Authorized User which is not a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia may require Supplier to execute an additional escrow agreement subject to the same requirements and binding Supplier to the same obligations as described above but naming such Authorized User as the beneficiary of the escrow agreement. Subject to the information and materials listed in such escrow agreement being released to such Authorized User, Supplier hereby grants to such Authorized User a royalty-free, perpetual, irrevocable license, that permits disclosure to a third party support-vendor of a complete and accurate copy of then-current source code for the Software licensed to such Authorized User, along with all related documentation.

The verification processes listed above may be performed in accordance with a Statement Of Work, at the prices identified in Exhibit B.

17. COMPETITIVE PRICING

Supplier warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any commercial or government customer of Supplier. If Supplier enters into any arrangements with another customer of Supplier or with an Authorized User to provide software or Services under more favorable prices, as the prices may be indicated on Supplier's current U.S. and International price list or comparable document, then this Contract shall be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Supplier shall immediately notify VITA of such change.

18. CONFIDENTIALITY

A. Treatment and Protection

Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, an Authorized User may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents of such Authorized User that are bound by non-disclosure contracts with such Authorized User. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

B. Exclusions

The term "Confidential Information" shall not include information that is:

- i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- ii). obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- iii). developed independently by the receiving Party without reference to the Confidential Information of the other Party; or
- iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

C. Return or Destruction

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing Authorized User, Supplier shall (i) at its own expense, (a) promptly return to the disclosing Authorized User all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing Authorized User, or (b) upon written request from the disclosing Authorized User, destroy such Confidential Information and provide the disclosing Authorized

User with written certification of such destruction, and (ii) cease all further use of the Authorized User's Confidential Information, whether in tangible or intangible form.

VITA or the Authorized User shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth of Virginia's records retention policies or, if Authorized User is not subject to such policies, in accordance with such Authorized User's own records retention policies.

D. Confidentiality Statement

All Supplier personnel, contractors, agents, and subcontractors performing Services pursuant to this Contract shall be required to sign a confidentiality statement or non-disclosure agreement. Any violation of such statement or agreement shall be deemed a breach of this Contract and may result in termination of the Contract or any order or SOW issued hereunder.

19. INDEMNIFICATION AND LIABILITY

A. Indemnification

Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, any Authorized User, their officers, directors, agents and employees (collectively, "Commonwealth's Indemnified Parties") from and against any and all claims by third parties against the Commonwealth's Indemnified Parties for losses, damages, claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Solution or the Services, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Solution or Services. The Supplier's duty to indemnify under section (v) herein requires the Commonwealth's Indemnified Parties to (1) give notice of the claim within ten days of receipt of the claim (2) give Supplier sole control over the defense of the claim and the negotiation of any settlement and (3) give Supplier reasonable assistance in the defense of the claim. Such indemnification under (v) is void if the Authorized User modifies Suppliers software or uses it in a manner that is not authorized by the Supplier. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the Commonwealth.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that use of the Solution or any Solution component or that the provision of Services under this Contract infringes any third party's intellectual property rights and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall immediately notify VITA and the affected Authorized User(s) in writing, via certified mail, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such event protect the interests of the Commonwealth's Indemnified Parties and secure a continuance to permit VITA and the affected Authorized User(s) to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected Authorized User(s) may have.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Solution or Services, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Solution or Services, or any component thereof; or (b) replace or modify such infringing Solution or Services, or any

component thereof, with non-infringing products or services satisfactory to VITA. In the event Supplier has attempted each of the foregoing actions set forth in this section and they were not successful, Supplier has the right to terminate all Authorized Users licenses to use the Software alleged to be infringing and, if such termination occurs before the date that is ten (10) years after the date the Software was first licensed, refund to the Authorized Users a pro-rata portion of the license and service fees paid on a ten year straight-line depreciation schedule commencing upon such date. This Section states the Commonwealth's Indemnified Parties exclusive remedy, and Supplier's exclusive liability for any such Infringement Claim. The refund of service fees shall not include maintenance and support fees. And in addition, Supplier shall provide any Authorized User with a comparable temporary replacement Solution or reimburse VITA or any Authorized User for the reasonable costs incurred by VITA or such Authorized User in obtaining an alternative product in the event such Authorized User cannot use the affected Solution. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall accept the return of the infringing component of the Solution or Services, along with any other components of any products rendered unusable by any Authorized User as a result of the infringing component, and refund the price paid to Supplier for such components.

B. Liability

Except for liability with respect to (i) any intentional or willful misconduct or negligence of any employee, agent, or subcontractor of Supplier, (iii) claims for bodily injury, including death, and real and tangible property damage, (iv) Supplier's indemnification obligations, (v) Supplier's confidentiality obligations, and (vi) Supplier's security compliance obligations, Supplier's liability shall be limited to the value of the Solution and Services provided under the relevant Statement of Work. Supplier agrees that it is fully responsible for all acts and omissions of its employees, agents, and subcontractors, including their gross negligence or willful misconduct.

FOR ALL OTHER CONTRACTUAL CLAIMS, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

20. INSURANCE

In addition to the insurance coverage required by law as referenced in the Incorporated Contractual Provisions section of this Contract, Supplier shall carry errors and omissions insurance coverage in the amount of \$2,000,000 per occurrence.

21. SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at (<http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs>) or a successor URL(s), as are pertinent to Supplier's operation. Supplier further agrees to comply with all provisions of the relevant Authorized User's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by such Authorized User. Supplier shall also comply with all applicable federal, state and local laws and regulations. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary or Personal information by the Supplier or an employee or agent of Supplier shall constitute a breach of its obligations under this Section and the Contract.

Supplier shall immediately notify VITA and Authorized User, if applicable, of any Breach of Unencrypted and Unredacted Personal Information, as those terms are defined in Virginia Code 18.2-186.6, and other personal identifying information, such as insurance data or date of birth, provided by VITA or Authorized User to Supplier. Supplier shall provide VITA the opportunity to participate in the investigation of the Breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.

Supplier shall indemnify, defend, and hold the Commonwealth, VITA, the Authorized User, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Commonwealth, VITA, the Authorized User, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section. Notwithstanding the above, this obligation shall not apply if the Commonwealth is at fault for the majority of the security compliance issue.

22. IMPORT/EXPORT

In addition to compliance by Supplier with all export laws and regulations, VITA requires that any data deemed “restricted” or “sensitive” by either federal or state authorities, must only be collected, developed, analyzed, or otherwise used or obtained by persons or entities working within the boundaries of the United States.

23. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract, and an Authorized User may terminate an order, on notice to Supplier unless Supplier immediately gives VITA or such Authorized User adequate assurance of the future performance of this Contract or the applicable order. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA or Authorized User pending Supplier’s assumption or rejection shall not be a breach of this Contract, and shall not affect the rights of VITA or any Authorized User to pursue or enforce any of its rights under this Contract or otherwise.

24. GENERAL PROVISIONS

A. Relationship Between VITA and Authorized User and Supplier

Supplier has no authority to contract for VITA or any Authorized User or in any way to bind, to commit VITA or any Authorized User to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA or any Authorized User. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA or any Authorized User, and neither VITA nor any Authorized User shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any Authorized User is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties (including, but not limited to, any federal, state or local withholding or employment taxes and any penalties related to health care or employee benefits laws) that are imposed, assessed or levied as a result of this Contract or Services performed pursuant to this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any Authorized User, shall be reimbursed by Supplier upon demand by VITA or such Authorized User.

B. Incorporated Contractual Provisions

The then-current contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, and that are hereby incorporated by reference: <http://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf>

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at <http://www.vita.virginia.gov/uploadedFiles/SCM/eVATsandCs.pdf> are also incorporated by reference.

The then-current contractual provisions at the following URL are required contractual provisions, required by law or by VITA, that apply to all orders placed under this Contract that are partially or wholly funded by the American Recovery and Reinvestment Act of 2009 (ARRA) and are hereby incorporated by reference:

http://www.vita.virginia.gov/uploadedFiles/SCM/ARRA_Ts_Cs_Rev3.pdf

The then-current terms and conditions in documents posted to the aforementioned URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs periodically.

C. Compliance with the Federal Lobbying Act

Supplier's signed certification of compliance with 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act") is incorporated as Exhibit G hereto.

D. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

E. Dispute Resolution

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought at any time but in no event no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision of the relevant public body shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

In the event of any breach by a public body, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support services hereunder.

Notwithstanding anything in this section, Supplier shall have the right to file for equitable relief in court without pursuing any other dispute resolution process including submittal of its claim to the public body if Supplier alleges that an Authorized User has breached the license restrictions

F. Advertising and Use of Proprietary Marks

Supplier shall not use the name of VITA or any Authorized User or refer to VITA or any Authorized User, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VITA or such Authorized User. In no event may Supplier use a proprietary mark of VITA or an Authorized User without receiving the prior written consent of VITA or the Authorized User.

G. Notices

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the U.S. mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to:

- i). To VITA and to Supplier, if Supplier is incorporated in the Commonwealth of Virginia, to the addresses shown on the signature page.
- ii). To Supplier, if Supplier is incorporated outside the Commonwealth of Virginia, to the Registered Agent registered with the Virginia State Corporation Commission.

Pursuant to Title 13.1 of the Code of Virginia, VITA or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

Administrative contract renewals, modifications or non-claim related notices are excluded from the above requirement. Such written and/or executed contract administration actions may be processed by the assigned VITA and Supplier points of contact for this Contract and may be given in person, via U.S. mail, courier service or electronically.

H. No Waiver

Any failure to enforce any terms of this Contract shall not constitute a waiver.

I. Assignment

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, subcontract, delegate or otherwise convey this Contract, or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, which consent shall not be unreasonably withheld, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

J. Captions

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

K. Severability

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

L. Survival

The provisions of this Contract regarding Software License, Purchase Payment Terms, Rights To Work Product, Warranty, Escrow, Confidentiality, and Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

M. Force Majeure

No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination, and in addition an Authorized User may terminate any order affected by such postponement or delay.

N. Remedies

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA and all Authorized Users reserve any and all other remedies that may be available at law or in equity.

O. Right to Audit

VITA reserves the right to audit those Supplier records that relate to the Solution or any components thereof and Services rendered or the amounts due Supplier for such services under this Contract. VITA's right to audit shall be limited as follows:

- i). Three (3) years from Software delivery or Service performance date;
- ii). Performed at Supplier's premises, during normal business hours at mutually agreed upon times at VITA's sole expense; and
- iii). Excludes access to Supplier cost information.

Supplier reserves the right to perform audits on VITA's and any Authorized User's license compliance. Should an audit reveal non-compliance, Supplier reserves the right to invoice for the variance. Audits will be conducted remotely, at Supplier's expense, and no more than bi-annually.

P. Offers of Employment

During the first twelve (12) months of the Contract, should Supplier hire an employee of any Authorized User who has substantially worked on any project covered by this Contract without prior written consent, the Supplier shall be billed for fifty percent (50%) of the employee's annual salary in effect at the time of termination.

Q. Contract Administration

Supplier agrees that at all times during the term of this Contract an account executive, at Supplier's senior management level, shall be assigned and available to VITA. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

R. Entire Contract

The following Exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

- i). Exhibit A Solution Requirements
- ii). Exhibit B Solution Options List; Fees, Service Charges, and Payment Schedule
- iii). Exhibit C Sample Escrow Agreement
- iv). Exhibit D Statement of Work (SOW) Template
- v). Exhibit E Change Order Template
- vi). Exhibit F RESERVED
- vii). Exhibit G Certification Regarding Lobbying
- viii). Exhibit H Service Level Agreement

This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, or referenced by the

Supplier's Proposal shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual shall not apply to this Contract or any order issued hereunder. This Contract may only be amended by an instrument in writing signed by VITA and Supplier. In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit A, any individual SOW, Exhibit B.

An Authorized User and Supplier may enter into an ordering agreement pursuant to this Contract. To the extent that such ordering agreement, or any order or SOW issued hereunder, include any terms and conditions inconsistent with the terms and conditions of this Contract, such terms and conditions shall be of no force and effect.

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

Executed as of the last date set forth below by the undersigned authorized representatives of VITA and Supplier.

COLOSSUS, INCORPORATED d/b/a InterAct

Public Safety Systems

By: *Cindy Williams*
(Signature)

Name: Cindy Williams

(Print)

Title: General Counsel

Date: May 20, 2014

VITA
By: *Philip L. Pippert*
(Signature)

Name: PHILIP L. PIPPERT

(Print)

Title: DIRECTOR, SCM

Date: 5/29/14

Address for Notice:

InterAct Public Safety Systems
102 West 3rd Street, Suite 750
Winston-Salem, NC 27101

Attention: General Counsel

Address for Notice:

11751 Meadowville Lane
Chester, VA 23836

Attention: Contract Administrator



EXHIBIT A REQUIREMENTS
CONTRACT NUMBER VA-040530-IAC
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
COLOSSUS INCORPORATED d/b/a INTERACT PUBLIC SAFETY SYSTEMS

Exhibit A is hereby incorporated into and made an integral part of Contract Number VA-140530-IAC (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Colossus Incorporated d/b/a Interact Public Safety Systems (“Supplier”).

In the event of any discrepancy between this Exhibit A and the Contract, the provisions of the Contract shall control.

Requirements	Base Package	Optional Add On	Explanation
General Requirements			
<p>(M) Solution must be hosted internally and will be supported by Commonwealth of Virginia infrastructure. Does your Solution comply?</p>	Y		<p>The InterAct Online RMS solution is commonly hosted at NLETS data centers, which provides the highest level of security and reliability to our customers. Given NLETS' unique position within the law enforcement community, this hosting arrangement also provides a superior level of trust and superior data exchange connections over a locally-hosted solution. By hosting at NLETS, VITA would assume no additional costs for hardware, system software, or professional services related to hosting. Per VITA's requirements, we are proposing an installation at VITA; however, please note our willingness to host the application without additional fees.</p>

<p>(M) Offeror must have been the main solution application provider for 5 or more similar application deployments within the past 5 years with a United States Law Enforcement Agency with a size of 50 or more employees. Does your Solution comply? Please provide the 5 examples.</p>	<p>Y</p>		<p>InterAct has proven RMS experience in agencies of all sizes, at every level of government. Our largest RMS installations would be with the Maryland State Police/Maryland Department of Information Technology, Indiana State Police/Integrated Public Safety Commission, City of Indianapolis (IN), Texas Department of Parks & Wildlife, and the Defense Logistics Agency. Harrison County Sheriff's office (MS) is another example of a mid-sized agency.</p> <p>Contact information is provided in proposal Section 6 for the 3 requested references. Others available upon request.</p>
<p>Does the Solution have multi-jurisdictional environment capabilities?</p>	<p>Y</p>		<p>InterAct RMS is completely multi-tenant. While each agency maintains their own configuration and security parameters, they may also share data among jurisdictions for mutual aid. Built on a robust Oracle RDBMS, it is easy to add new jurisdictions by replicating an existing Schema.</p>
<p>Does the Solution have a tabular design, allowing access to multiple layers of the system from the same screen?</p>	<p>Y</p>		<p>InterAct RMS is web-based and multiple tabs may be opened simultaneously.</p>
<p>Does the Solution have the ability for multiple users to be logged onto the system and use the same applications simultaneously?</p>	<p>Y</p>		<p>InterAct RMS is a hosted, multi-tenant solution. It currently supports thousands of users simultaneously nationwide.</p>
<p>Does the Solution use an Oracle database for data storage?</p>	<p>Y</p>		<p>InterAct uses the most recent version of Oracle RDMS.</p>
<p>Does the Solution use a standardized Windows-compliant, mouse-driven Graphical User Interface (GUI) for all modules?</p>	<p>Y</p>		<p>InterAct RMS is web-based, and works within all modern web browsers.</p>

Does the Solution have the ability to access the same master name records?	Y		Multiple users may access the same Master records simultaneously.
Does the Solution allow authorized agency staff the ability to modify or adjust commonly altered variables such as codes, tables, report parameters, etc., without the services of a professional programmer?	Y		Users with administrative rights may edit code tables, create custom fields and forms, create custom reports, and edit common configuration parameters.
Does the Solution have standard toolbar functionality that include buttons to allow users to do the following: Create new records, Open existing records, Save records, Copy, Help, Delete records and Print records?	Y		Yes, the appropriate buttons for each type of screen are clearly displayed on that screen. A main menu that provides access to all modules within the application is always shown along the top of the screen.
Does the Solution allow users to open and use multiple windows simultaneously?	Y		Multiple tabs or windows may be opened within all modern web browsers.
Is the Solution able to associate codes to more than one location or panel when the same validation table entries are used in multiple locations?	Y		The same code table may be associated with multiple fields. This is most commonly used when adding custom fields to an existing screen/form.
Does the Solution use consistent validation table processing?	Y		Yes. We validate each field as the user leaves the field. We also validate incident reports based on current NIBRS/UCR standards.
Does the Solution allow for agency-defined validation tables?	Y		Yes, the agency may define custom validation tables and apply them to custom-fields, or may edit the contents of standard validation tables.
Does the Solution allow all modules to integrate tightly with each other to permit the greatest operator and system efficiency?	Y		All modules are interconnected, and hyperlinks are provided to allow users to quickly navigate to related information in different modules.
Does the Solution provide a one-time, single-point system of data entry that allows information to be accessed from other modules?	Y		Information entered into one module is available in other modules without duplication. For example, a name used in a field arrest may be later used in an incident report by simply choosing that name from a list, rather than re-keying the whole name record.

Does the Solution provide a means for preparing various statistical and analytical reports?	Y		We provide Jasper Reports for our built-in and ad-hoc reporting. Additionally, we have several dashboards in the system that offer quick statistical snapshots. Please reference Exhibit A-1, Table 1.
Does the Solution allow users to create and save option reports (reports created within the application)?	Y		We provide Jasper Reports for ad-hoc reporting. Any ad-hoc reports may be saved for re-use.
Does the Solution directly output from a data search to a printer upon user request?	Y		There are print and export buttons on the search-results screens, allowing the data to be exported in common formats.
Does the Solution provide the capability to add unlimited narrative to records, to ensure all critical information is captured?	Y		There are unlimited narratives, as well as narrative templates which assist with speed and consistency.
Does the Solution allow the system administrator the ability to identify the individual who last entered or updated any transaction as well as the date and time of the modification?	Y		InterAct RMS audits every transaction, both at the database level in Oracle and within the system software itself.
Does the Solution track user activity (the addition, modification, viewing, and deletion of records) and record the following for each incidence of such activity: user name, access type, date, time, pre and post values?	Y		Additionally, we track when records are printed.
Does the Solution have the functionality to create Daily Records Review for second level supervisor review ability?	Y		The workflow is configurable within InterAct RMS. When a second level supervisor logs into the system, they are presented with a summarized list of items to review and approve. Please reference Exhibit A-1, Table 2.
Does the Solution provide inquiry capability for all employees based on profile and password security?	Y		Administrators may define security groups and permissions for those groups.
Does the Solution have the functionality to track involvements associated to all record and be accessible and printable for referencing?	Y		Yes, all involvements are tracked and hyperlinked. Please reference Exhibit A-1, Table 3.

Does the Solution have UCR and IBR compliance capability?	Y		We are fully NIBRS and UCR compliant. We collect all information required by NIBRS and then redact a UCR report, if necessary, in the same way the FBI does.
Is the Solution NIBRS compliant?	Y		We are fully NIBRS and UCR compliant. We collect all information required by NIBRS and then redact a UCR report, if necessary, in the same way the FBI does.
Does the Solution provide component (modules, entry screens) and report (case reports, ticket reports) security to permit and restrict user/user group rights?	Y		Modules and Reports may be restricted by user and group.
Does the Solution allow the system administrator the ability to set up, grant or deny, user/user group permissions for all modules, including add, modify, delete permissions?	Y		We also allow you to limit 'view' permissions.
Does the Solution allow the system administrator the ability to restrict security components by individual user or user group?	Y		Yes, you may restrict security by user, group, or role.
Does the Solution contain security components that are not able to be changed or deleted by unauthorized users?	Y		Only authorized users may adjust security parameters. This is typically a very small group of system administrators.
Does the Solution allow the system administrator the ability to create and maintain authorization templates (which are defined by name)?	Y		The system administrator may define named security profiles which may be applied to any login ID.
Does the Solution have authorizations that must be tied to user login and corresponding confidential password?	Y		All users must login with name and password to access the system. All parts of the system are security-controlled.
Does the Solution display actual user passwords?	N	N	Actual passwords are never displayed. Users may change their password if they are forgotten.
Does the Solution allow the system administrator the ability to easily create system users?	Y		Administrators may create users through an admin screen. This is often simplified by duplicating an existing record with similar security rights.

Does the Solution allow the system administrator the ability to easily change passwords?	Y		Administrators may change passwords.
If the administrator can change user passwords, are the actual passwords hidden to the system administrator?	Y		Administrators may change, but not view passwords.
Does the Solution use encrypted user passwords must when stored in the database?	Y		Passwords are stored in encrypted form within the database.
Does the Solution have the ability to require password expiration after an administrator-defined number of days?	Y		Administrators may define the password policy, both in terms of complexity and expiration.
Does the Solution have the ability to define a minimum and maximum password length?	Y		Administrators may define the password policy, both in terms of complexity and expiration.
Does the Solution have the ability to restrict user access by time of day, day of week, etc.?	N	N	An administrator may disable logins temporarily to restrict access.
Does the Solution have the ability to automatically log all security violations?	Y		All security violations (bad password attempts) are logged.
Does the Solution have the ability to grant individual permissions to documents in the event that a document's author is unavailable to do so?	Y		Most documents (incident reports, master index records) may be restricted for viewing by specific individuals or groups. Someone with proper access rights must set or change the document visibility, but it does not necessarily have to be the document author.
Does the Solution provide the ability to restrict access to specific information/features?	Y		Record-owners may restrict the visibility of potentially-sensitive information. For incident reports, a supervisor is required to indicate the sensitivity of information before approving the report, although default values are provided.
Does the Solution provide inquiry capabilities for all employees based on profile and password security?	Y		Any employee may be given inquiry capability at your discretion.
Master Name File			

<p>Does the Solution use the master name concept and contain all information collected on a person or business, as well as all associated activities, in a single master name record?</p>	<p>Y</p>		<p>The Master Name record is hyperlinked to the use of that name in every other module. We maintain a single record for each individual. This Master Record may include Aliases or links to other Master Records. Administrators may combine duplicate records, should they ever appear. Every precaution is taken, however, to prevent duplicates.</p>
<p>Does the Solution provide a listing of all activities in which a person has been involved, including those related to arrests, jail releases, tickets, warrants, cases, incidents, accidents, gangs, vehicles and guns?</p>	<p>Y</p>		<p>Please reference Exhibit A-1, Table 3.</p>
<p>Does the Solution have the ability to display an image of the subject within the master name record, whether by capturing an image with a digital camera or by uploading an image from a camera, computer disk or any TWAIN32-compliant imaging device?</p>	<p>Y</p>		<p>Users may attach unlimited images to a Master Name record.</p>
<p>Is the Solution's master name record accessible from the following modules: Alerts, Arrests, Felon Registry, Case Management, Cases, Equipment, Field Investigations, Gang Activity, Vehicle Reporting, Business registry, Impounded Vehicles, Incidents, Narcotics/Intelligence Management, Property Room, Citations and Warnings, Vehicles and Wants and Warrants?</p>	<p>Y</p>		<p>The Master Name file is accessible from all modules.</p>

<p>Does the Solution have the ability to enter and maintain the following master name record data elements: Name (First, Middle, Last, Suffix), Address (City, State, Zip Code), Age/Race/Sex, Associated Names, Affiliation, Physical Description, Scars, Marks or Tattoos, Date of Birth, I. Driver's License Number, Driver's License Expiration Date, Driver's License Characteristics, Social Security Number, Personal Information, Handicaps, FBI Number, Local Identification Number, State Identifier Number (SID), Military Service Number, Unique Identifier Number, Alias (Multiple Types), Nickname (Street Name), Place of Birth, Occupation, Home Phone, Work Phone, Cell Phone, Employer Name and Address, Fingerprint Classification Number, Marital Status, Vehicles, City, County, Country and Place of Birth, School, Religion, Citizenship, Associated ID Numbers, Modus Operandi/Crime Specialties, Known Associates, and Additional Contact Information?</p>	<p>Y</p>		<p>We support all of these fields and more. See the Sample Master Name Index Report in the appendix.</p>
<p>Does the Solution eliminate the need to duplicate any information already entered?</p>	<p>Y</p>		<p>Information from other modules (Master Address, for example) may be linked to Master Name records without duplication.</p>
<p>Once a master name record is created, are Authorized Users able to update any basic data fields and add or modify other information as needed?</p>	<p>Y</p>		<p>Users must have Edit rights to update a Master Name record.</p>
<p>Does the Solution have the ability to cross-reference the master name record to all other records associated with an individual?</p>	<p>Y</p>		<p>The Master Name record is hyperlinked to the use of that name in every other module. We maintain a single record for each individual. This Master Record may include Aliases or links to other Master Records. Administrators may combine duplicate records, should they ever appear. Every precaution is taken, however, to prevent duplicates.</p>

Does the Solution have the ability to edit and merge duplicate master names?	Y		The Master Name record is hyperlinked to the use of that name in every other module. We maintain a single record for each individual. This Master Record may include Aliases or links to other Master Records. Administrators may combine duplicate records, should they ever appear. Every precaution is taken, however, to prevent duplicates.
Does the Solution have the ability to restrict access to specific features and functions by user ID and password?	Y		Systems administrators may restrict access to anything, including Master Name files.
Does the Solution have the ability to store narrative associated with a name and display it upon inquiry for that name?	Y		Yes, notes may be associated with a Master Name file.
Does the Solution have the ability to link multiple addresses to a master name record and date all changes to an address?	Y		Multiple Master Address entries may associated with a name.
Does the Solution have the ability to associate previous address records with a date of address change, along with the person that changed the address?	Y		All changes are audited.
Does the Solution have the ability to check all coded entries in the master name record for validity at the time of data entry?	Y		Data is validated as it is saved. Validation errors are therefore non-existent, making this requirement irrelevant.
Does the Solution have the ability to automatically check a name against the list of outstanding warrants and notify the user?	Y		This is done automatically and clearly shown to the user whenever the Master Name record appears in any list. Please reference Exhibit A-1, Table 4.
Does the Solution have the ability to allow users to search for and obtain details on any type of record associated with the individual master name record, such as: Suspects, Arrests, Witnesses, Reporting Parties, Known Offenders, Known Associates, Inmates, and Complainants	Y		Please reference Exhibit A-1, Table 3.

Does the Solution have the ability to search for master name files based on any of the following criteria: Name, SSN, Date of Birth, Height or Height Range, Weight or Weight Range, Hair Color, Eye Color, Physical Characteristics, Scars, Marks or Tattoos, Associated Alerts, Combination of criteria, Race, Sex and Identifying Clothing?	Y		Please reference Exhibit A-1, Table 4.
Does the Solution treat common business names as a master name record?	N		Business names are in their own Master Organization index, which is separate from Master Names.
Does the Solution have the ability to locate subject records via phonetic function (first, middle, last name)?	Y		Users may search for records based on criteria listed for this requirement.
Does the Solution have the ability to perform field level auditing within a master name record?	Y		All changes to fields are audited.
Does the Solution have the ability to capture or import photos and associate to a name record?	Y		Please reference Exhibit A-1, Table 3.
Does the Solution have the ability to capture and print system wide involvements for a name record?	Y		Master Name records may be printed. Please reference Exhibit A-1, Table 3.
Does the Solution have the ability to capture and maintain vehicle information including: Make, Model, Brand, Description, Distinguishing characteristics, Serial number, NCIC Property Type, Vehicle status (stolen, recovered, evidence, found, etc.), Damage and Value?	Y		Vehicles are maintained in a separate Master Vehicle Index.
Does the Solution have the ability to link information contained in the vehicle database to all other applicable modules in order to eliminate duplicate entry of information?	Y		All information may be hyperlinked among modules.
Does the Solution have the ability to link property to case reports?	Y		We also link Evidence to case reports.
Does the Solution have the ability to show vehicle status (stolen or recovered)?	Y		The status may be displayed either as a user-defined custom field, or as an inferred item based on the vehicle's involvement in incident reports. When viewing a Master Vehicle record, you will clearly see if the vehicle was Stolen or Recovered property in an Incident report.

Master Location			
Does the Solution have the ability to create and maintain a master location index record to include but not limited to: A/B-type addresses (e.g., 305-A Dogwood Lane), Apartment building name or number, City, Street abbreviation, Street name, Sub address (e.g., unit number, suite number, building floor, apartment number, building complex number/letter), Suffix directional (N, E, S, W) and Zip code?	Y		Please reference Exhibit A-1, Table 5.
Does the Solution have the ability to allow for multiple common names per address?	Y		
Does the Solution have the ability to enter an address that is not in the geofile?	Y		Yes, though addresses that do not validate are clearly marked.
Does the Solution have the ability to accept as correct an address or location that matches a unique location record in the geofile?	Y		Users may save addresses that both geoverify and those that do not. The proposed solution geovalidates against Google Maps.
Does the Solution have the ability to search on common place names?	Y		Please reference Exhibit A-1, Table 5.
Does the Solution have the ability to provide a drop down list of potential matches for popular common place names (e.g., Smith, Jones) such that the user can select the specific address or interest?	Y		Potential matches are listed in a results-grid, in which a user may select the appropriate match.
Master Property			
Does the Solution have the ability to capture and maintain property information including, but not limited to: Make, Model, Brand, Description, Distinguishing characteristics, Serial number, Owner-applied number, NCIC Property Type, Property status (stolen, recovered, evidence, found, etc.), Damage and Value?	Y		Please reference Exhibit A-1, Table 6.
Does the Solution have the ability to link information contained in the property database to all other applicable modules in order to eliminate duplicate entry of information?	Y		All information within the application is re-used and hyperlinked.
Does the Solution have the ability to search the Master Property for potential matches upon entry of any property records into the RMS?	Y		This is required to prevent duplicates.

Does the Solution have the ability to link property to case reports?	Y		This is standard functionality
Does the Solution have the ability to show property status (stolen or recovered)?	Y		Users may show property related to incidents and its role within the incident. What may be Stolen in one incident may be Recovered in another or Mentioned in yet another. All roles are displayed on the property record. Please reference Exhibit A-1, Table 7.
Does the Solution have the ability to automatically search property for recovered property upon entry of stolen property?	Y		Before entering new property, old property must be searched first. This helps identify the condition mentioned here, as well as preventing duplicates.
Arrest Reporting			
Does the Solution have the ability to enter and maintain the following general arrest information: Arrest Number, Date/Time of Arrest, Arrest Type, Arrest Status and Status Date/Time, Associated Case Number, Location of Arrest, Name of Arrested Person, Arresting Agent (multiple possible), Arresting Agent's Assigned territory, Reporting Region of the Arrest, Assisting Arrest Agent, Disposition of the Arrest and Disposition Date?	Y		Arrests may be either recorded within an Incident Report or within the standalone Arrests module. Both may be extended with agency-defined custom fields to capture practically any sort of data. Please reference Exhibit A-1, Table 8.
Does the Solution have the ability to enter and maintain information about all charges associated with the arrest?	Y		Please reference Exhibit A-1, Table 8.
Does the Solution have the ability to enter and maintain data on arrest and court dispositions?	Y		Yes, we record the Status/Disposition of all arrests.
Does the Solution have the ability to enter and maintain information about any injuries the arrestee may have sustained while being apprehended?	Y		This could be recorded as 'Medical Comments', as a generic Comment or as a user-defined field.
Does the Solution have the ability to enter and maintain information about any weapons involved in the arrest?	Y		Arrestee weapons can be attached as 'Property'. Officer weapons may be recorded in Comments or as a user-defined field.

Does the Solution have the ability to enter and maintain information about the various identification numbers associated with the arrest, such as a booking number, case number, warrant number and offender-based tracking system number?	Y		Multiple numbers may be associated with any arrest.
Does the Solution have the ability to properly report information per IBR/UCR requirements?	Y		NIBRS/UCR is integrated throughout InterAct RMS.
Does the Solution allow users to link newly arrested individuals to previous arrests, if applicable?	Y		If a user has sufficient security rights, they may edit previous arrests to include new names.
If one does not already exist, does the Solution automatically create a master name record at the time of the arrest processing?	Y		All names go into the Master Name Index, regardless of their origin.
Does the Solution have easy access to an arrest register within a selected date range?	Y		Yes, you may search for arrests on any criteria, and produce a report showing the results.
Does the Solution allow an arrest record to be added at the time of the original complaint report or at a later date?	Y		Either option.
In the event of an arrest at a later date, does the Solution have the ability to add additional supplemental narrative to the original complaint report?	Y		Yes, an unlimited number of narratives may be attached to an incident report.
Does the Solution have the ability to require additional security to access juvenile records?	Y		Users may optionally have a separate database for juvenile records and events, requiring a separate login. If you opt for a single database solution, however, juvenile records are displayed differently, but not secured separated.
Does the Solution have the ability to search for arrest records based on the following criteria: Arrestee's Name, Arrest Date/Range, Complaint/Case Number, Arresting Agent ID and Arrest Tracking Number?	Y		Users may search on any criteria.
Does the Solution have the ability to print a variety of arrest related reports to facilitate the statistical analysis or arrest data, including the following: Arrest by Location Report, Arrest by Agent Report Arrest Charge Summary Report, Arrest Detail Report and Arrest Status Summary Report?	Y		These reports may all be generated via pre-defined or ad-hoc reports.

Bar Coding			
Does the Solution have the ability to provide a "bar code" function that allows the user to search and print barcode labels?	Y		Barcodes are associated with property and evidence
Does the Solution have the ability to store Bar code data in both numeric and alphanumeric formats?	Y		Barcodes may either be numeric or alphanumeric.
Does the Solution have the ability to track evidence from within the Property and Evidence Module?	Y		Barcodes are often used for evidence check-in, check-out, and inventory with this module.
Does the Solution have the ability to track storage locations from within the Property and Evidence Module?	Y		All stored evidence should be associated with a storage location.
Does the Solution have the ability to provide batch processing of evidence (ie: Disposition, destroying, etc)?	Y		The proposed solution includes mass check-in, mass check-out, and mass-disposition/destruction, and mass-transfer functions.
Does the Solution have the ability to status multiple items simultaneously for release, return, disposition, and the change of its storage location?	Y		Evidence may be processed 'en masse', like the previous requirement (#110)
Does the Solution have the ability for record retrieval by scanning the barcode on selective printed reports that include the barcode?	N		Printed reports do not include barcodes at this point, although evidence may be retrieved by report number.
Case Incidents			
Does the Solution have the ability to capture and store data from an Agent's field report, including the associated report narrative?	Y		Yes, the <i>Incidents</i> module captures all data related to an incident, including multiple narratives.
Does the Solution have the ability to allow Authorized Users to update and maintain incident records with new information as needed?	Y		Yes, assuming sufficient security rights.
Does the Solution have the ability to apply user security to incident entry, search and all incident related reports?	Y		Yes, you may restrict users or groups to specific functions.
Does the Solution have the ability to enter supplemental reports?	Y		Yes, unlimited supplementals are allowed.
Does the Solution have the ability to index incident records by incident number?	Y		Yes, all incidents are assigned an incident number.

Does the Solution have the ability to enter and maintain information on any type of incident/criminal activity?	Y		All types of activity may be stored.
Does the Solution have the ability to correct previously entered incident data in the case data entry screen?	Y		Yes, assuming sufficient security rights.
Does the Solution have the ability to enter and maintain multiple Agent narratives?	Y		Yes, an unlimited number of Agents may work on the same Incident or Case.
Does the Solution have the ability to enter and maintain information about associated units and personnel?	Y		Yes, you may associate both Agents and other personnel to any Incident report.
Does the Solution have the ability to enter and maintain information about the vehicles associated with the incident?	Y		Yes, vehicles are associated with Incidents.
Does the Solution have the ability to enter and maintain information about all persons associated with the incident?	Y		Yes, all persons and their roles are part of incident reports.
Does the Solution have the ability to enter and maintain associated dispositions?	Y		Yes, all incidents may have a Status or Disposition.
Does the Solution have the ability to display and view a list of other records associated with the incident?	Y		Yes, all related information is hyperlinked to the incident.
Does the Solution have the ability to generate multiple incident related reports for statistical crime analysis?	Y		Multiple incidents may be related to each other.
Does the Solution have the ability to enter Death Investigation information associated with the incident?	Y		This information would be tracked through an agency-defined custom field or form that is attached to the incident report.
Does the Solution have the ability to enter Family Violence information associated with the incident?	Y		This information would be tracked through an agency-defined custom field or form that is attached to the incident report.
Does the Solution have the ability to associate property with an incident?	Y		Yes, property and evidence may be associated with an incident.
Does the Solution have the ability to support unlimited narrative input?	Y		Yes, an unlimited number of narratives of unlimited length may be attached.
Case Management			

Does the Solution have the ability to apply user security to case entry, search and all incident related reports?	Y		This is consistent throughout the RMS.
Does the Solution have the ability to pull data from an existing incident record?	Y		Existing Incidents may be linked to a Case jacket.
Does the Solution have the ability to update and maintain case records with new information as needed?	Y		New Incidents or notes may be added to the case at any time, assuming sufficient security rights.
Does the Solution have the ability to enter supplemental reports?	Y		Yes, an unlimited number of supplements are allowed.
Does the Solution have the ability to index case records by case number, which may be the same as the originating incident number?	Y		Please reference Exhibit A-1, Table 9.
Does the Solution have the ability to enter and maintain case records on any type of incident or criminal activity?	Y		There are no limits.
Does the Solution have the ability to track multiple crimes within a single master case record?	Y		These may be tracked by Incident crimes, through notations, or custom fields.
Does the Solution have the ability to cross-reference and link multiple related offenses to a specific case record via its case number?	Y		Users may link items after searching on any criteria, including case number.
Does the Solution have the ability to automatically create a case record upon entry of the crime report data?	Y		A case record may be created after a valid incident is approved.
Does the Solution automatically generate year-based case numbers?	Y		Yes, users may define numbers on any format.
Does the Solution have the ability to correct previously entered incident data in the case data entry screen?	Y		Yes, users may open and edit incidents that are linked to a case.
Does the Solution have the ability to enter and maintain the following case record data elements: Incident Type, Occurred Location, Hate Bias Information, Criminal Activity, Entry and Exit Methods/Points, Date/Time of Occurrence, Date of Reported Occurrence, Multiple Crime/Offense Codes, Type of Theft Reported, Status of the Complaint, Disposition/Date of the Complaint, Multiple MOs of the Crime, Attempted Crime, Type of Weapon, Type of Tool, Codes for the Type of Scene of the Crime, Agent's Territory Assignment, Type of Stolen/Recovered Vehicle, Estimated Dollar Amount of Property Involved, Property Involved and Solvability Factors Associated with Complaint?	Y		Any of these fields may be recorded at the incident level or through standard or custom fields/forms at the case level.

Does the Solution have the ability to enter and maintain detailed information about all offenses associated with a case?	Y		Yes, the details are either recorded in the incident records or in case notes.
Does the Solution have the ability to enter and maintain detailed information about all subjects associated with a case, such as arrested adults, juveniles, witnesses, complainants, missing persons, reporting party, victims, etc?	Y		There are no limits on associations/notations.
Does the Solution have the ability to enter and maintain information about all arrests associated with a case?	Y		There are no limits on associations/notations.
Does the Solution have the ability to enter and maintain information about all property associated with a case?	Y		There are no limits on associations/notations.
Does the Solution have the ability to enter and maintain information about all field investigations associated with a case?	Y		There are no limits on associations/notations.
Does the Solution have the ability to automatically link all information from a field investigation record to the original complaint report?	Y		Field incidents may be linked to original complaint reports.
Does the Solution have the ability to enter and maintain information about all vehicles associated with a case?	Y		There are no limits on associations/notations.
Does the Solution have the ability to support unlimited narrative input and editing capabilities for the original complaint report?	Y		Users may edit original complaint reports.
Does the Solution have the ability to support unlimited narrative input and editing capabilities for any type of supplemental report?	Y		Users may edit supplemental complaint reports.
Does the Solution have the ability to capture crime analysis related information during case processing?	Y		Users may use custom fields to record whatever information you desire for crime analysis.
Does the Solution have the ability to expunge a subject from a case record?	Y		Users may manually expunge subjects from case records
Does the Solution have the ability to expunge a charge from a case record?	Y		Users may manually expunge charges from case records
Does the Solution take information from an incident record and automatically pull into an associated case record to eliminate the need to enter the same data twice?	Y		Users may link incident records to case records.
Does the Solution have the ability to print hard copies of case records and supplemental reports, depending on security?	Y		Users may print reports that are associated with cases, depending on security.

Does the Solution have the ability to print a scaled version of a case record for public use?	Y		Incident reports may be redacted at the time of printing to exclude certain information (names, narratives, officers, evidence, etc.)
Does your Solution build all entry information into a report, which will plot on a map or generate a printable report?	Y		Most search screens allow results to be plotted on a map. Please reference Exhibit A-1, Table 10.
Does the Solution have the ability to generate multiple case related reports for statistical crime analysis?	Y		
Does the Solution have the ability to support unlimited narrative input and editing capabilities for the original complaint report?	Y		Users may edit original complaint reports.
Does the Solution have the ability to attach multiple supporting documents of various types (e.g., Word, Excel, JPG, MPG, WAV, etc.) to a case record?	Y		Yes, users may include attachments to case reports.
Case Supplement			
Do Authorized Users have the ability to enter and maintain supplements related to an incident report, including the following general information: Supplement Date/Time, Agent's Name, Supplement Type, Contact information and Reviewing Supervisor's Name?	Y		Users may attach supplements to case incidents, or as a case notation or custom form.
Does the Solution have the ability to enter unlimited text into a notes field?	Y		There are no limits.
Does the Solution have the ability to print individual supplement hardcopies?	Y		Users may print individual incident supplements or custom forms.
Does the Solution have the ability to print all supplements related to a case at one time?	N		This is on our product roadmap, but not included with the current version. We are not proposing customized work; however, your agency can influence InterAct's future roadmap through product enhancement requests.
Summons Tracking			

Does the Solution have the ability to enter and maintain all information pertaining to traffic citations: Ticket Book Distribution, Statistical Information by Department, Statistical Information by Agent, Ticket Deletions and Status Changes?	Y		Yes, this module is comprehensive, although some data may need to be tracked through custom forms/fields.
Does the Solution have the ability to maintain a history on each traffic ticket and citation produced, including (but not limited to) the following information: Name, Violation, Personal Information, License Plate Number, Vehicle Make and Model, Vehicle Color, Location, Date/Time Stamped, Statute/Ticket Type, Court and Disposition Data and Weather and Traffic Conditions?	Y		Please reference Exhibit A-1, Table 11.
Does the Solution allow authorized personnel to have the ability to void/delete tickets?	Y		Authorized personnel may delete tickets
Does the Solution have the ability to support multiple violations under a single ticket number?	Y		There are no limits on violations.
Does the Solution have the ability to quickly search and access ticket/citation information using name, location, geographic area, Agent and ticket type as search criteria?	Y		Users may search on any criteria.
Is the Solution able to print a hard copy of the report?	Y		We can print lists of citations, but not individual citations.
Does the Solution have the ability to support unlimited narrative input?	Y		There are no practical limits to notes/narratives.
Daily Activity			
Does the Solution have the ability to enter and maintain information including: Date/Time of activity, Agent performing activity, Beginning and Ending times, Details of Activity, Type of Activity, Vehicle number, Starting and Ending mileage and Total mileage traveled?	Y		This is all part of the officer daily log. Please reference Exhibit A-1, Tables 12 and 13.
Does the Solution have the ability to enter and maintain notes and comments?	Y		Please reference Exhibit A-1, Tables 12 and 13.
Does the Solution have the ability to create and generate report hardcopies?	Y		Yes, users may generate and print reports related to Daily Logs.
Document Imaging and Storage			

Does the Solution allow users to scan documents, attach to any record in any module and be stored as part of the Records Management System?	Y		Documents must be scanned external to the RMS, but may be attached to typical modules.
Do scanned documents have the ability to be viewed later or printed from within the RMS application?	Y		Users may view and print attached documents that are in a system-readable format, such a .PDF or .JPG.
Does the Solution allow user's actions in the Document Imaging Application to be tracked by RMS System Auditing?	Y		All user actions are tracked and audited.
Dpes the Solution allow access to the Document Imaging Application be controlled by RMS System Security?	N		
Does the Solution allow users the ability to zoom, Pan and rotate the image to left or to right if necessary?	N		PDF viewing is handled by 3rd-party software within the operating system.
Does the Solution support multiple page scanning?	N		Scanning is handled external to the RMS. Multiple page documents may be attached, however.
Field Contact			
Does the Solution have the ability to enter and maintain information including: File Number, Date of Interview, Reason for Interview and narrative Information?	Y		Please reference Exhibit A-1, Table14.
Does the Solution have the ability to enter related vehicle information?	Y		Please reference Exhibit A-1, Table 14.
Does the Solution have the ability to enter related names information?	Y		Please reference Exhibit A-1, Table 14.
Does the Solution have the ability to print a hard copy of the report?	Y		Please reference Exhibit A-1, Table 14.
Does the Solution have the ability to support unlimited narrative input?	Y		There are no limits.
Gang Activity			
Does the Solution have the ability to track gangs and members separately in the system?	Y		Please reference Exhibit A-1, Table 15.

Does the Solution have the ability to track the following gang-related data: Alliance/origin, Ethnicity, Colors, Locations, MOs, Weapons, Vehicles and roles, Associated gangs, Activities, Individual members, Gang and vehicle relationships, Agent safety threat (flag), Moniker, Member status (active or inactive), Gang Rank and Scars, marks or tattoos (multiple) to include type, location and description?	Y		Much of this information is embedded within other Master Index and Incident records.
Does the Solution have the ability to document criteria used to identify individual as a gang member?	Y		This would be recorded as 'Comments' about the gang.
Does the Solution have the ability to flag open cases as "gang-motivated"?	Y		This would be a custom field.
Does the Solution have the ability to flag closed cases as "gang-motivated"?	Y		This would be a custom field.
Does the Solution have the ability to print a hard copy of the report?	Y		Individual incidents that a gang-related may be printed, or other ad-hoc reports generated.
Does the Solution have the ability to support unlimited narrative input?	Y		There are no practical limits to notes/narrative fields.
Intelligence/Narcotics Reporting			
Does the Solution have the ability to create and maintain agency-defined investigation types?	Y		Often, Intelligence and Narcotics reporting are handled in a separately linked database. The particular research/intelligence or actions are included within 'incident reports' or 'field contact reports', both of which can be flagged with agency-defined investigation types.
Does the Solution have the ability to create agency-defined investigation statuses?	Y		Users may record Status of any incidents/interviews.
Does the Solution allow investigation records be tied to a location and provide full access to location history?	Y		Incidents/Interviews may be tied to a location, with a Master Location Index.
Does the Solution have the ability to tie an investigation to a case number and case ORI?	Y		This can be done with a custom field.
Does the Solution have the ability to manage associated assignments within the investigation record?	Y		Incidents, cases, and interviews may be linked to other items.

Does the Solution have the ability to track all investigation activities within the investigation record?	Y		We recommend including these activities as narratives so that they may be searched easily.
Does the Solution have the ability to tie to associated intelligence records and other investigation numbers?	Y		Users may attach any custom numbers.
Does the Solution have the ability to track an unlimited number of subjects with full access to their master name files and agency histories?	Y		Users may attach any names.
Does the Solution have the ability to track subject activities?	Y		We recommend tracking these are field contacts or incident narratives.
Does the Solution have the ability to tie an unlimited number of confidential informants to an investigation record?	Y		There are no limits.
Does the Solution have the ability to track an unlimited number of associated vehicles?	Y		There are no limits.
Does the Solution have the ability to track all charges (pending or otherwise) associated with an investigation?	Y		There are no limits.
Does the Solution have the ability to track court information associated with a charge?	Y		This may be handled through a custom field or form.
Does the Solution have the ability to track all drug buys, ie?, narcotics purchased during the course of the investigation?	Y		This would be a narrative, field contact, custom form or custom field.
Does the Solution have the ability to track all charges associated with a particular drug buy?	Y		Between custom forms, custom fields, and standard notes/narratives, you have several options for attaching this information.
Does the Solution have the ability to document all laboratory results tied to a drug buy?	Y		Users would use a file attachment or a custom form for these results.
Does the Solution have the ability to attach multiple supporting documents of various types to a drug buy record?	Y		There are no limits to attachments.
Does the Solution have the ability to track property associated with the investigation?	Y		Property/Evidence may be attached to incidents.
Does the Solution have the ability to attach unlimited supporting documents of various types to an investigation record?	Y		There are no limits to attachments.

Does the Solution have the ability to determine numbering system for investigation records, including optional auto-incrementing?	Y		Users may define the numbering scheme.
Does the Solution have the ability to generate a variety of narcotics related reports to facilitate statistical analysis?	Y		An ad-hoc reporting engine is included (Jasper Reports).
Does the Solution have the ability to create, maintain and track intelligence records associated with narcotics investigations?	Y		Multiple options exist, although we recommend using searchable narratives to track intelligence.
Does the Solution have the ability to tie a confidential informant to an intelligence record?	Y		Users may associate any individuals with intelligence records.
Does the Solution have the ability to secure intelligence records, make them accessible to only those users with the proper Narcotics Management security permissions?	Y		We would configure a separate narcotics database to support this option.
Does the Solution have the ability to tie intelligence to and define roles for the following: Person, Location and Vehicle?	Y		These are standard parts of incident reports.
Does the Solution have the ability to attach unlimited supporting documents of various types to an intelligence record?	Y		There are no limits to attachments.
Does the Solution have the ability to create, maintain and track separate records about confidential informants?	Y		We recommend maintaining anonymity of informants through an agency-defined numbering scheme, with a secured custom form that cross-references confidential informants with real names.
Does the Solution have the ability to track all confidential informant activities?	Y		Confidential informant activities are tracked like other person activities, albeit under a false name/identity.
Does the Solution have the ability to document current confidential informant status?	Y		With a custom field.
Does the Solution have the ability to document and track confidential informant reliability?	Y		With a custom field.
Does the Solution have the ability to attach multiple supporting documents of various types to a confidential informant record?	Y		There are no limits to attachments.

Does the Solution have the ability to share department-specific and designed information?	Y		Users may define department-specific information with a custom-field, and also set security parameters to restrict this information from other people or agencies.
Does the Solution have the ability to generate a variety of narcotics related reports to facilitate statistical analysis?	Y		An ad-hoc reporting engine is included (Jasper Reports).
Suspect Identification			
Does this Solution provide a suspect identification tool, identifying suspects who have previously been involved with similar offenses?	Y		Our Incident Smart Search future would help you identify similar cases from which to draw suspects.
Does the Solution allow suspects to be identified by: Partial last name, Partial first name, Race, Sex, Age, Hair Color and Eye color?	Y		Users may search on any criteria.
Does the Solution allow matching suspects' photo images on file to be placed into a mugshot book review?	N		This feature is currently available in our Jail Management System, and will be included in RMS in a future release.
Does the Solution have the ability to allow a suspect's master name involvements be accessible without generating a separate search in the master name module?	Y		Users may hyperlink to a Suspect's involvements directly from any name screen without opening a separate window for Master Name Index.
Professional Standards			
Does the Solution have the ability to automatically generate year-based file numbers?	Y		The agency may define any numbering scheme within reason.
Does the Solution have the ability to correct previously entered incident data in the case data entry screen?	Y		This is controlled by security rights.
Does the Solution have the ability to enter and maintain the following case record data elements: Complaint type, Date/Time Reported, Date/Time of Occurrence, Case Classification, Name information of persons associated to the case, Circumstances of the case, Status of the case, Agent's name, Date of Assignment and Review Status?	Y		The Solution has these elements and others.
Does the Solution have the ability to enter and maintain detailed information about all offenses associated with a case?	Y		Users may associate offenses with cases.

Does the Solution have the ability to enter and maintain detailed information about all subjects associated with a case, such as arrested adults, juveniles, witnesses, complainants, missing persons, reporting party, victims, etc?	Y		Users may associate subjects with cases.
Does the Solution have the ability to enter and maintain information about all field investigations associated with a case?	Y		The System has a field contact module.
Does the Solution have the ability to easily access the Fleet Vehicle Accident module from within the IA module?	Y		There is not a separate module for Fleet Vehicle accidents, but these could be configured as a separate incident 'type' within the standard Incidents module.
Does the Solution have the ability to include Early Warning notification triggers to a case record?	Y		Notifications may be triggered on cases and suspects.
Does the Solution have the ability to automatically link all information from a field investigation record to the original complaint report?	Y		Users may link field investigations to original complaints, although this is a manual process since there isn't always a 1-to-1 relationship among field interviews and incidents.
Does the Solution have the ability to support unlimited narrative input and editing capabilities for the original complaint report?	Y		There are no limits.
Does the Solution have the ability to search on any field or multiple fields for data retrieval?	Y		Users may search on single or multiple fields.
Does the Solution have the ability to expunge a subject from a case record?	Y		Yes, although this is a manual process.
Does your Solution allow information from a case record to be associated to an Incident report?	Y		Yes, information may be linked among modules.
Does the Solution have the ability to print hard copies of case records, depending on security?	N		Case Reports cannot be printed in the current version of the software, although the individual components (incidents) within the case may be printed.
Does the Solution have the ability to support unlimited narrative input and editing capabilities for the original complaint report?	Y		There are no limits.

Does the Solution have the ability to attach multiple supporting documents of various types (e.g., Word, Excel, JPG, MPG, WAV, etc?) to a case record?	Y		Multiple file types may be attached.
Use of Force			
Does the Solution have the ability to enter and maintain data elements regarding the Agent involved: At a minimum, Agent involved, Supervisor's Name, Commander's Name, Date/Time of Occurrence, Action approved / not approved indicator, Circumstances of the case, How the Agent was dressed, Agent injuries, Type of injury, Agent Treatment and Hospital Name?	Y		This would be done through an agency-defined custom form.
Does the Solution have the ability to enter and maintain data elements regarding the Subject involved: At a minimum, Subject's Name, Complaint of Injury, Injury Type, Treatment received, Date/Time of Treatment, Date/Time of Release, How the Agent was dressed, Photos taken, Condition of the subject, Arrest information, Charges associated to an arrest and Review Status?	Y		This would be done through an agency-defined custom form.
Does the Solution have the ability to enter and maintain data elements regarding Supervisor Review: At a minimum, Action within guidelines, Lesser Force Alternatives available, Training and/or proper Tactics followed, Classification Recommendation and Date/Time of Supervisor Review?	Y		This would be done through an agency-defined custom form.
Does the Solution have the ability to support unlimited narrative input and editing capabilities regarding supervisor recommendations?	Y		This would be done through an agency-defined custom form.
Does the Solution have the ability to support unlimited narrative input and editing capabilities regarding Command Level Review?	Y		This would be done through an agency-defined custom form.
Does the Solution have the ability to correct previously entered case data in the case data entry screen?	Y		Previously entered data may be corrected.
Does the Solution have the ability to search on any field or multiple fields for data retrieval?	Y		Users may search through custom form fields.
Does the Solution have the ability to expunge a subject from a case record?	Y		This is a manual process.

Does the Solution allow information from a case record be associated to an Incident report?	Y		Yes, information may be linked among modules.
Does the Solution have the ability to print hard copies of case records?	Y		Custom forms may be printed.
Does the Solution have the ability to support unlimited narrative input and editing capabilities for the original report?	Y		There are no practical limits on narratives and notes.
Does the Solution have the ability to attach multiple supporting documents of various types (eg, Word, Excel, JPG, MPG, WAV, etc?) to a case record?	Y		Multiple file types may be attached.
Fleet Vehicle			
Does the Solution have the ability to enter and maintain the following case record data elements: Accident location information, Date/Time of Occurrence, Vehicle Number, Estimated Damage, Drivers Name, Driver's Supervisor name, Weather Conditions, Cause of Accident and Maneuver at time of Accident?	Y		This could either be handled through a custom form or through a custom incident type.
Does the Solution have the ability to support unlimited narrative input and editing capabilities for the original report?	Y		There are no limits.
Does the Solution have the ability to correct previously entered case data in the case data entry screen?	Y		Users may edit previously entered data.
Does the Solution have the ability to search on any field or multiple fields for data retrieval?	Y		Users may search on any field.
Does the Solution have the ability to expunge a subject from a case record?	Y		This is a manual process
Does the Solution have the ability for Information from a case record to be associated to an Incident report?	Y		Yes, information may be linked among modules.
Does the Solution have the ability to print hard copies of case records?	Y		These records may be printed.
Does the Solution have the ability to attach multiple supporting documents of various types (eg?, Word, Excel, JPG, MPG, WAV, etc?) to a case record?	Y		Multiple file types may be attached.
Citizen Complaint			

Does the Solution have the ability to enter and maintain data elements regarding Citizen Complaints including: Date/Time received, Method in which complaint was received, Complaint Type, Nature of complaint, Complainant's Name, Incident information and Review Status?	Y		This could either be handled with an agency-defined custom form or through a field contact or through a Call-For-Service module.
Does the Solution have the ability to support unlimited narrative input and editing capabilities for the complaint summary?	Y		There are no limits.
Does the Solution have the ability to support unlimited narrative input and editing capabilities for the supervisor's comments?	Y		There are no limits.
Does the Solution have the ability to correct previously entered case data in the case data entry screen?	Y		Users may edit previously entered data.
Does the Solution have the ability to search on any field or multiple fields for data retrieval?	Y		Users may search on any field.
Does the Solution have the ability for Information from a case record to be associated to an Incident report?	Y		Yes, information may be linked among modules.
Does the Solution have the ability to print hard copies of case records?	Y		These records may be printed.
Does the Solution have the ability to attach multiple supporting documents of various types (e.g., Word, Excel, JPG, MPG, WAV, etc?) to a case record?	Y		Multiple file types may be attached.
Link Analysis			
Does the Solution have the ability to analyze linkages among data elements based on any combination of: Persons, Organizations (e.g., gang affiliations), Vehicles, Property, Telephone numbers and Locations?	N		
Does the Solution have the ability to display and print linkages in either text or graphic format?	N		
Does the Solution have the ability to click on a linked element to show links based on that element (e.g., if a person of interest is linked to a business, click on the business to show its linkages)?	N		

Does the Solution have the ability to display the nature of the link (e.g., telephone number, vehicle, incident, etc)?	N		
Does the Solution have the ability to display relationships between stolen and recovered locations for vehicles?	N		
Does the Solution have the ability to graphically display on a map the location of persons within a geographically defined area for a given time range (e.g., all people living in an area with a history of auto theft over the past two years) by: Person Involvement, Incident Type, Special Flags (e.g., sex offenders), Modus Operandi, Physical Characteristics and Mapping?	N		
Mapping			
Does the Solution have the ability to pin map search results?	Y		Please reference Exhibit A-1, Table 10.
Does the Solution have the ability to allow user to select from a list of pin choices?	Y		Please reference Exhibit A-1, Table 10.
Does the Solution have the ability to allow user to view a specific record from one of the mapped pins?	Y		Please reference Exhibit A-1, Table 10.
Does the Solution have the ability to allow user to zoom and/or pan the map?	Y		Please reference Exhibit A-1, Table 10.
Does the Solution have the ability to allow user to print the map?	Y		Please reference Exhibit A-1, Table 10.
Does the Solution have the ability to allow user to add or remove map layers as necessary?	Y		Users may add or remove various types of information from results maps. For example, when searching for 'drugs', you may want to include or exclude layers for incidents, people, and evidence.
Miscellaneous Receipts			

Does the Solution have the ability to enter and maintain the following data: Transactio Type, Receipt Date, Receipt number, Amount of Payment, Name of person making payment, Payment Method, Name of person collecting payment, Indicator of which module is associated to each payment?	Y		This would be an agency-defined custom form.
Does the Solution have the ability to generate and print a receipt?	Y		This could either be through a custom form, or through an existing property receipt.
Does the Solution have the ability to enter unlimited text into a notes field?	Y		There are no limits.
Does the Solution have the ability to void a payment as needed?	N		This could be tracked on the custom form.
Notifications Module			
Does the Solution have the ability for users to create notifications to alert designated users of field changes within the system?	Y		We can generate notifications with Incidents or people or property are edited or viewed or associated with other items.
Does the Solution have the ability to notify designated users if a record is viewed?	Y		Yes, this can be done on the home screen or via email.
Does the Solution have the ability to notify designated users if a record is viewed for a designated period time (in seconds)?	N		
Does the Solution have the ability to notify designated recipients of notifications?	Y		Individuals 'subscribe' to items to receive the notifications.
Does the Solution have the ability to notify via email?	Y		Both internal and external.
Does the Solution have the ability to title a notification?	Y		Notifications are automatically titled.
Does the Solution have the ability to color code notifications?	N		
Does the Solution have the ability to enter an expiration date for notification to end?	N		
Evidence			

Does the Solution have the ability to enter and maintain the following property data: Item Number, Serial Number, Property Code (e.g., stolen, pawned, evidence), Property Tag Number, Owner Applied Number, Storage Location, Quantity, Value – Nearest Dollar, Property Owner, Date Property Received, Item Category (guns, tools, vehicles, bicycles), Lab Report Cross-Reference, Date of Disposal/Release, Employee Authorizing Release, Date Scheduled for Disposal, Item Class (UCR), Free-form Descriptions, Color and Recovered for other Jurisdiction Flag?	Y		Yes, these items may be tracked through standard or custom fields.
Does the Solution have the ability to enter and maintain the following additional elements for firearms: Gun Type, Action (automatic, bolt action, carbine, pump), Caliber, Shot Capacity, Barrel Length, Finish, Make/Model, Type of Firearm, Condition and Year Made?	Y		Yes, these items may be tracked through standard or custom fields.
Does the Solution have the ability to enter and maintain the following additional elements for vehicles: Vehicle Type, Color (top, bottom, interior), Vehicle Make, Model, License Plate/VIN, Plate Year,	Y		Yes, these items may be tracked through standard or custom fields.
Does the Solution have the ability to enter and maintain the following information for bicycles: Bicycle Make, Model (boys, girls, tandem), Serial Number, Wheel Size, Speed and Color?	Y		Yes, these items may be tracked through standard or custom fields.
Does the Solution have the ability to associate a property item to a case?	Y		Items may be associated among modules.
Does the Solution have the ability to maintain complete evidence tracking audit trail until final disposition of the property item?	Y		Yes, every transfer is audited.
Does the Solution have the ability to maintain details of all evidence retained in the property room for an indefinite amount of time?	Y		There are no automatic disposals.
Does the Solution have the ability to maintain a disposition status for all evidence items after each item has been released?	Y		All records are retained indefinitely, unless expunged.
Does the Solution have the ability to track items from reception to disposal?	Y		We track end-to-end.
At the time of entry, does the module compare property records with previously entered property records (e.g., pawned, impounded, stolen, etc?)?	Y		Users may always search for property upon entry.

Does the Solution allow users to search for property based on the following search criteria: Serial Number, Owner's Name, Tag Number, Case Number, Owner Applied Number, Make/Brand Name, Property Type/Kind, UCR/IBR Property Class, Storage Location and Vehicle Identification Number?	Y		Users may search on any criteria. Please reference Exhibit A-1, Tables 6 and 7.
Does the Solution have the ability to print labels individually?	Y		Yes, you may print labels from the incident report or the property management screens.
Does the Solution have the ability to automatically generate tag numbers?	Y		There are auto-generated tag numbers and barcodes.
Does the Solution have the ability to automatically enter a transaction when a tag is scanned?	N		Users must initiate the transaction, and then scan tags to assist with mass data entry.
Quartermaster			
Does the Solution have the ability to maintain inventory records for: Perpetual supplies, Resource materials, Personal equipment and Department assets?	Y		Yes, these are in our Inventory module.
Does the Solution have the ability to track the ordering and inventory of supplies, including, but not limited to, the following: Asset tag number, Disposal date, Inventory number (e.g., Bar code), Item description, Location, Minimum stock level (reorder point), Ordered by, Quantity in inventory, Quantity on order, Reorder quantity, Unit cost and Unit of measure?	Y		All of these fields are standard.
Does the Solution have the ability to capture, maintain, and track firearms and ammunition assigned to personnel, including the following information: Agency defined identification number, Date issued, Employee ID, Employee name (assigned to), Inspected by, Inspected date, Issued by, Quantity issued and Received by?	Y		All of these fields are standard.

Does the Solution have the ability to capture, maintain and track equipment assigned to personnel, including the following: Category, Comments, Condition, Cost, Date of issuance, Date of purchase, Date of return, Description, Disposal date, Inventory number (e.g., Bar code), Issued to (employee ID and name), Model, Replacement date(s), Serial number, Size, Status (lost, decommissioned, etc.) and Tag number?	Y		All of these fields are standard.
Does the Solution have the ability to assign multiple pieces of the same type of equipment an individual?	Y		There are no limits.
Does the Solution have the ability to track multiple pieces of the same type of equipment assigned to one individual?	Y		There are no limits.
Does the Solution have the ability to capture, maintain, and track department assets assigned to vehicles, stations, and departments (e.g? computers, video cameras, etc?) including the following information: Asset tag number, Bar code number, Brand, Classification, Cost, Date issued/acquired, Description, Diameter, Equipment type, Length, Location in station, Location on vehicle, Manufacturer, Model, Part number, Serial number, Size, Station/company assigned to, Vehicle assigned to (e.g., Vehicle ID) and Warranty information?	Y		These fields are standard.
Does the Solution have the ability to easily transfer equipment to a different vehicle/location without re-keying descriptive data (e.g., drag and drop or a quick transfer function)?	Y		Yes, equipment may be transferred.
Does the Solution have the ability to enter unlimited text into a notes field?	Y		There are no limited.
Does the Solution have the ability to generate and print a report?	Y		There are reports to support inventory and auditing.
Report Validation			
Does the Solution satisfy the physical requirements for automated submission to: State Police Uniform Crime Reporting (UCR) and Virginia State Police Incident Based Reporting (IBR)?	Y		Both are supported.

Does the Solution transmit changed and updated records as well as original records within the reported month?	Y		Yes, this is required by the state.
Does the Solution provide the required Incident Based Reporting data elements in the appropriate formats?	Y		Data elements are in the appropriate formats.
Does the Solution edit the monthly UCR/IBR information and identify errors before submission (for IBR, create as you go)?	Y		The IBR data is validated as a report is entered.
Does the Solution identify errors upon completion of an Incident Report?	Y		Yes, incidents must be error-free before Agents submit them for supervisory review. Please reference Exhibit A-1, Table 17.
Towed/Impounded Cars			
Does the Solution allow Authorized Users the ability to enter and maintain the details of an impounded vehicle, including the following general information: Impound Date/Time, Impound Lot, Reason for Impounding, Place of Storage, Location Impounded From, Towing Service, Impounding Agents, Vehicle Information (make, model, color, etc.) and Inventory items in vehicle?	Y		Please reference Exhibit A-1, Table 18.
Does the Solution have the ability to enter owner Information based on master name file selection?	Y		Information may be linked among modules.
Does the Solution have the ability to indicate towing/impound company involved?	Y		Please reference Exhibit A-1, Table 18.
Does the Solution have the ability to enter and maintain disposition information?	Y		Please reference Exhibit A-1, Table 18.
Does the Solution have the ability to enter and maintain vehicle release information?	Y		Please reference Exhibit A-1, Table 18.
Does the Solution have the ability to enter and maintain associated incident, case, arrest, warrant, and booking information?	Y		These associations could be included in notes.
Does the Solution have the ability to attach multiple supporting documents of various types to an impounded vehicle record?	N		
Does the Solution have the ability to create letters to vehicle owners?	N		
Does the Solution have the ability to support unlimited narrative input?	Y		There are no limits.

Does the Solution have the ability to print a report hardcopy?	Y		Users may print reports.
Training Module			
Does the Solution have the ability to create and maintain records on all the training courses for which personnel can register?	N		While a training module is not part of the RMS today, it is on our roadmap for inclusion in a future version. We recommend waiting for its rollout rather than customizing the software prematurely.
Does the Solution have the ability to enter and maintain the following basic information for each course: Course Title, Category, Keyword, Description, Active/Inactive, Instruction Method, Recertification Period, Recertification Units and Equivalent Courses?	N		
Does the Solution have the ability to enter and maintain course information regarding hours and default provider, including the following: Duration, Units, Number of Days, Credit Hours and Other?	N		
Does the Solution have the ability to view course history and the scheduling of a given course, including the following information: Course Title, Category, Start Date/Time, End Date/Time and Location?	N		
Does the Solution have the ability to create and maintain course objectives?	N		
Does the Solution have the ability to attach multiple supporting documents of various types to each course record?	N		
Does the Solution have the ability to search for existing course records based on the following user-defined search criteria: Course Code, Title, Category and Course Location?	N		
Does the Solution have the ability to create, maintain and track scheduled course records, e.g., schedules for individual courses?	N		

Does the Solution have the ability to enter and maintain the following basic information for each scheduled course record: Start Date/Time, End Date/Time, Provider, Course Required/Not Required, Course, Course Location, Activity Code, Days of the Week, Class Format, Training Type, Level of Training and Remarks (free-form narrative)?	N		
Does the Solution have the ability to indicate all subjects associated with the scheduled course, including instructor and attendees?	N		
Does the Solution have the ability to enter and maintain information about the registered attendees' course results (grade/score), see at-a-glance all of the objectives associated with a current scheduled course, and track which objectives have been completed by which attendees?	N		
Does the Solution have the ability to attach multiple supporting documents of various types to each scheduled course record?	N		
Warrants			
Does the Solution have the ability to enter and maintain detailed information about want and warrant records, including (but not limited to) the following data elements: File Transaction Number, Court Warrant Number, Court Case Number, Wanted Number, Wanted Driver's License Number, Wanted Social Security Number, Reason for Change on Warrant, Issuing Court, Issuing Judge, Wanted Alias(s), Date of Birth, Subjects, Charges, Bond Amount, Vehicle Make/Model/Color, Vehicle License Plate/State/Year, Disposition, Status History, Activity, Distance of Pickup, Warning Remarks and Area/Section within Warrant Venue?	Y		These are standard fields.
Does the Solution have the ability to display photo of the subject within the want/warrant record, whether by capturing an image with a digital camera or by uploading an image from a camera, computer disk or any TWAIN32-compliant imaging device?	Y		Images from disk may be attached.
Does the Solution have the ability to display an alert whenever the name of a subject with an outstanding warrant is entered anywhere in the system?	Y		Please reference Exhibit A-1, Table 3.

Are Authorized Users able to update the status of a warrant record whenever necessary?	Y		Warrants may be updated or served at any time.
Does the Solution have the ability to assign warrant transaction numbers manually or automatically via an optional auto-incrementing feature?	NA		Multiple numbers may be associated with a warrant, including internally and externally generated numbers.
Does the Solution have the ability to generate a printed report displaying a log of all warrants within a specified date range?	Y		These may be generated with standard or ad-hoc reports.
Are Authorized Users able to cancel outstanding warrant records? Is authorization based on user security profiles (ID, password, security permissions)?	Y		Yes, these security checks are in place.
Does the Solution have the ability to cancel outstanding warrants for the following reasons: Recalled by Court, Served on the Person, Cleared of the Charge and Beyond Statutory Limits?	Y		Users may cancel warrants for any reason.
Does the Solution have the ability to maintain records on canceled warrants for an unlimited amount of time?	Y		There are no limits.
Does the Solution have the ability to generate a printed report that lists all canceled warrants within a specified date range?	Y		This would be through an ad-hoc report.
Does the Solution have the ability to generate a printed warrant summary report that lists all warrant types and totals within a specified date range?	Y		This would be through an ad-hoc report.
Does the Solution have the ability to clear a warrant in the RMS?	Y		Warrants may be cleared.
Does the Solution have the ability to cancel a warrant in the RMS?	Y		Warrants may be removed.
Does the Solution have the ability to cancel a warrant entered in error?	Y		Warrants may be removed.
Does the Solution have the ability to modify warrant?	Y		Warrants may be modified.
Does the Solution have the ability to print warrant abstract/summary information?	Y		Please reference Exhibit A-1, Sample Warrant Report.
Does the Solution have the ability to produce a report showing all warrants by jurisdiction (area, territory, grid, etc)?	Y		This would be through an ad-hoc report.
Does the Solution have the ability to produce a report showing all warrants by individual agency?	Y		This would be through an ad-hoc report.

Does the Solution have the ability to produce reports listing active warrants showing: Warrant date, Defendant name, Bail amount and Type?	Y		This would be through an ad-hoc report.
Does the Solution have the ability to generate and print a warrant history for a subject?	Y		This is part of the standard Master Name Index.
Law Enforcement Crime Analysis			
Does the Solution allow Crime Analysis functionality for various initiatives and users?	Y		InterAct includes basic crime analysis functions through Bair Analytics. Advanced crime analytics may be purchased separately.
Does the Solution have detailed Crime Analysis, hot spot mapping, trend analysis etc? across CAD, RMS?	Y		Hot spot mapping is included with the basic package.
Does the Solution provide access to Crime Analysis data and functionality based on the following roles: Crime Analysts and Field Personnel?	Y		Users may determine who has access to these features, including the public.
Does the Solution provide access to Crime Analysis data using the following multiple forms factors: Desktop, Tablets and Phones?	Y		Crime analytics may be accessed from an web-enabled device.

	Response	Explanation
ApplicationTraining		
Will the supplier provide training to Authorized User personnel on all functions of the Solution? Please provide your available training options.	Yes	InterAct provides multiple mechanisms for training. The most valuable training is end-user training, offered in in groups of eight (8) students. While we can certainly do train-the-trainer sessions, end users will have the best experience with end-user training by our trainers. The RMS software has built-in Help and training videos that are regularly used for reference and new-user training.

<p>Will the supplier conduct training On-site at the Authorized User Central Office?</p>	<p>Yes</p>		<p>Yes, we propose on-site training, in groups of eight (8) students. Additional training will be provided to agency administrators during configuration.</p>
<p>Will the supplier provide training to Authorized User employees on the law enforcement use and any system maintenance, sustain, configuration, administration, updated versions, and related tasks involving the long-term operation of the Solution?</p>	<p>Yes</p>		<p>InterAct will provide this training initially, and our Helpdesk is always available for 'refresher' questions throughout our partnership.</p>
<p>Technical Requirements</p>			
<p>Does your Solution comply with all current COV ITRM Policies and Standards, as applicable, found at: http://www.vita.virginia.gov/library/default.aspx?id=537.</p> <p>If proposed Solution does not, please provide details that specify the Standard/Policy and how Supplier's Solution does not comply.</p>	<p>Yes</p>		
<p>Do your proposed interfaces to Commonwealth systems comply with or have approved exceptions to all applicable Commonwealth Data Standards as found at http://www.vita.virginia.gov/oversight/default.aspx?id=10344</p> <p>If not, please explain.</p>	<p>No</p>		<p>InterAct has not proposed any interfaces to other systems as we have proposed a COTS product. We are open to contracting separately for specific interfaces as they are required. Any interfaces to national or regional data sharing initiatives that we develop for other customers will also be freely available to VITA agencies.</p>

<p>Does your Solution provide effective, interactive control and use with nonvisual means and provide 508 Compliance in accordance with the following standard regarding IT Accessibility and 508 Compliance:</p> <p>http://www.vita.virginia.gov/uploadedFiles/Library/AccessibilityStandard_GOV103-00_Eff_11-04-05.pdf (Refer to www.section508.gov and www.access-board.gov for further information)</p> <p>If yes, please describe how this functionality is achieved and include a completed Voluntary Product Accessibility Template (VPAT) with your proposal: (The VPAT template is located in APPENDIX C of the Accessibility Standard (GOV103-00)).</p> <p>If no, does your Solution provide alternate accessibility functionality? Please describe.</p>	<p>Yes</p>		<p>Our system is accessible completely through web browsers, which have their own OS-level and browser-level accessibility features.</p>
<p>What are your basic system requirements, disc space, CPU's, memory, etc.?</p>	<p>N/A</p>		<p>InterAct RMS runs on common web infrastructure, using open source components in most cases. The exception is that we require Oracle as the backend database.</p>
<p>Does your application have the ability to run on Linux operating system?</p>	<p>Yes</p>		<p>The server-side components run on Windows, but the web application may be accessed from any OS.</p>
<p>Does your application have the ability to run on Oracle 11g servers?</p>	<p>Yes</p>		
<p>What platform will your application run on?</p>	<p>N/A</p>		<p>Any web browser.</p>
<p>Does your application run on JBoss?</p>	<p>No</p>		

Does your application have the ability to run on Windows 7 x 64 bit?	Yes		
Does your application have the ability to run in a dual hosted environment, or a clustered environment?	Yes		
Does your application have the ability to run on a shared server or does it have to reside on its own server?	Yes		We can run on a shared server, or virtualized servers.
Does your application have the ability to be accessed by remote users or through the web, please explain?	Yes		The application is completely web-based.
Does your application have the ability to produce reports and what format are they created in?	Yes		We use Jasper Reports as our ad-hoc reporting engine. Jasper can export into all common formats (.PDF, .XLS, .CSV, etc.).
Does your application provide for the ability to scan, store, recall and reproduce documents?	Yes		We can store and recall digital attachments, but do not include native scanning.
Does your application authenticate against an LDAP, Lightweight Directory Access Protocol API?	No		
Does your product provide for an Application Program Interface (API) that allows for custom integration points?	Yes		
Does your application process in batch or real time, please explain?	Yes		All data-entry is real-time. This is of particular benefit for searching and investigations since there is no delay that 'batch processing' typically causes.
How many versions currently exist for your Solution?	N/A		One. All users are perpetually on the same version.
How long will you support these versions and how will the support occur?	N/A		One. All users are perpetually on the same version.
How does that version integration work, who performs that effort? Please provide a detailed plan.	N/A		When we release a new version to our hosted data center, we also provide you with the same version. Our expectation is that you will always maintain the current version alongside the rest of our customer

			base.
Does your application have a rules engine?	Yes		The rules engine applies to NIBRS validation, workflow, and notifications.
Does your application have the ability to run on Oracle 12C database?	Yes		
Are your database requirements sequel or oracle?	Yes		Oracle.
Will your application allow for writing to an external database?	No		
Does your application integrate with external databases (other than it is own)?	Yes		We query numerous external databases nationwide, with new interfaces being developed all the time.
Does your application have the ability to be user configurable or configurable by our internal IT group?	Yes		Users may configure the system through the web interface.
Please provide and explain your technical and enforcement user implementation plan; providing details on the process, roles, planning, deployment, and support.	N/A		<p>Each agency will have a technical administrator, who will be responsible for establishing login IDs, adding local codes, adjusting custom fields and forms, etc. We will provide training and technical support to this administrator so they can best support the agency's configuration and customization needs.</p> <p>The initial configuration will be accomplished by filling in a series of spreadsheets that our technical staff will import into the system to establish initial logins and custom codes.</p>

<p>Please explain what support will be provided for any defects, changes, and modification as part of day 2 (post deployment), both within and then outside of the warranty period?</p>	<p>N/A</p>		<p>We offer a web portal and live support line to collect any defect reports and suggestions. We typically provide four (4) major updates to the software each year, although we will provide immediate patches for major defects. These are exceptionally rare, since our single platform supports thousands of users nationwide, our quality testing is very thorough.</p>
<p>Will you provide Authorized User access to and rights to the source code?</p>	<p>No</p>		
<p>Please explain what functions, abilities, and parameters the Authorized User's IT department will be provided for maintaining the system post deployment?</p>	<p>N/A</p>		<p>Your IT department will be able to provide configuration and user maintenance through the web-interface. No system-level maintenance is required.</p>
<p>Will your Solution be able to send a monthly text file to Virginia State Police?</p>	<p>Yes</p>		
<p>Current Application writes records to MBAR, CORE, WebCORE. Will your application integrate with the following applications;</p>			
<p>CORE - Cashiering application, an accounting application, integration point is through a database. Developed internally, does data entry, does billing, primarily used for webcore. Written in Delphi, currently not supported by Delphi.</p>	<p>No</p>		<p>We are open to contracting separately for this interface.</p>
<p>Webcore - Web interface for CORE. Does not do cashiering or data entry piece, or billing. Provides for licensing action of approve, suspend, and also references licenses.</p>	<p>No</p>		<p>We are open to contracting separately for this interface.</p>



**EXHIBIT A-1 APPENDIX
CONTRACT NUMBER VA-040530-IAC
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
COLOSSUS INCORPORATED d/b/a INTERACT PUBLIC SAFETY SYSTEMS**

Exhibit A-1 is hereby incorporated into and made an integral part of Contract Number VA-140530-IAC (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Colossus Incorporated d/b/a Interact Public Safety Systems (“Supplier”).

In the event of any discrepancy between this Exhibit A-1 and the Contract, the provisions of the Contract shall control.

Table 1 – Sample Analytic Tools Screenshots

InterAct Online InterAct

Home Administration Incidents Master Indices Options Records Management Forms And Reports Help

Training/Demo System

Sam Spade [InterAct Demo (ADEMO)] (IA Public Safety) US/Central [Daily Log #2013LOG00212] [Logout]

Select a Display: Last 24 Hours Refresh

Offenses

- Arson 1
- Assault 1
- Burglary 2
- Theft / Larceny 2

Citations

- Moving Traffic - State Violation 3 (75%)
- Moving Traffic - Local Violation 1 (25%)

Logs by Time Category

No data

Incidents with geocoded addresses - Last 24 Hours

Results
Occurrence Date 10/29/2013 1137 to 10/30/2013 1137
Total Incidents Found 5

Crime Target	Count	Percentage
Drug	0	0%
Property	4	57.14%
Person	2	28.57%
Vehicle	1	14.28%
Society	0	0%

Report #: 11-000356
Report Date: 10/30/2013 1134
Agency: IA Public Safety
Address: 28910 ENCHANTED DRIVE SHENANDOAH TX 77381
Offense(s): 13990001-138-ASSAULT CAUSE BODILY INJURY - SIMPLE ASSAULT, 22990001-BURGLARY OF BUILDING - 30.02(C)(1) - FS

Report #: 3355-2011
Report Date: 10/30/2013 1123

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InterAct Online InterAct

Home Administration Incidents Master Indices Options Records Management Forms And Reports Help

Training/Demo System

Sam Spade [InterAct Demo (ADEMO)] (IA Public Safety) US/Central [Daily Log #2013LOG00212] [Logout]

Reports Refresh Reports Open Ad-Hoc Tool

- ▶ Citations
- ▶ Evidence
- ▶ Field Arrests
- ▼ Incidents
 - Bias Offenses Listing
 - Bias Offenses Matrix Report
 - Bias Offenses Pie Chart
 - Crime Targets - Bar Graph
 - Crime Targets - By Date Range - Matrix
 - Crime Targets - By Date Range - Table Listing
 - Crime Targets - Pie Chart
 - File Class / Section Report
 - Incident Audit Report
 - Incident Status Age Report
 - Incident Type Report
 - Offense Count By City
 - Offense Count By Race/Sex - Matrix
 - Offense Count By Reporting Area - Bar Graph
 - Offense Place Report - Bar Graph
 - Offense Place Report - Line Graph
 - Offense Report - Bar Graph
 - Offenses - By Reporting Area
 - Offenses - By Reporting Area - Bar Chart
 - Offenses - By Zip
 - Offenses - By Zip - Bar Chart

Use the menu on the left to select a report. If nothing appears to the left, then you do not have access to any reports.

built in reports

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Table 2 – Workflow Screenshots – Records to Review

InterAct Online
 Home Administration Incidents Master Indices Options Records Management Forms And Reports Help
Training/Demo System
 Sam Spade [InterAct Demo (IADEMO)] (IA Public Safety) 13 New Notifications US/Central [Daily Log #2013LOG00212] [Logout]

Home
 Broadcast Messages
 No Messages To Display

Notifications - Show All Add Notification
 Notification Type: APPROVE INCIDENT REPORT - PATROL
 Priority Sender Description Sent On Actions

Priority	Sender	Description	Sent On	Actions
High	Spade Sam	The Incident Report# :13-000812 Supp# :1 Has Been Submitted For Approval	10/22/2013 08:23 AM CST	[Icon]
High	Spade Sam	The Incident Report# :13-000823 Supp# :0 Has Been Submitted For Approval	10/11/2013 10:19 AM CST	[Icon]
High	Friday Joe	The Incident Report# :13-000816 Supp# :0 Has Been Submitted For Approval	09/27/2013 02:29 PM CST	[Icon]
High	Friday Joe	The Incident Report# :13-000811 Supp# :1 Has Been Submitted For Approval	09/10/2013 12:19 PM CST	[Icon]
High	Friday Joe	The Incident Report# :13-000811 Supp# :0 Has Been Submitted For Approval	09/10/2013 12:09 PM CST	[Icon]

Offenses - Last 24 Hours
 2 Arson, 2 Assault, 1 Burglary, 1 Theft / Larceny

Non-Approved Reports
 10 Initial, 8 Disapproved, 148 Pending Approval

Recent Activities
 Initial Report: 7
 Disapproved: 2
 Pending Approval: 2
 My Cases (Active Count): 5
 Evidence Review: 15
 Open Field Arrests: 5
 My Forms (Initial): 2
 Forms For Review: 1
 Pending UCR Review: 15

Quick Links
 Approve Incident Report
 New Incident Report
 Person Search
 Property Search
 SmartSearch
 Vehicle Search
 View Incident Report

Charts
 Daily Log by Time Category
 Offense Activity
 Open Field Arrests
 Snap Shot
 Unapproved Incidents

External Links
 Active Amber Alerts
 Amtrak PD
 Jail Tracker
 Reports - Offense Bias Counts
 Reports - Offense Dashboard
 Reports - UCR Persons Arrested
 Reports - UCR Reports

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Table 3 – Master Name Index Sample

InterAct Online
 Home Administration Incidents Master Indices Options Records Management Forms And Reports Help
Training/Demo System
 Sam Spade [InterAct Demo (IADEMO)] (IA Public Safety) US/Central [Daily Log #2013LOG00212] [Logout]

Person Search > Person Search Results > View Person Details (Guerra, Raul)

View Person
 Print Report Go Back Update Details Manage Subscription

Person Details Person Summary Index Summary
WARNING - Active Warrants Found SmartSearch (53)

Expand All Collapse All Go To: Caution Codes (3) Aliases (3) Physical Description (1) Addresses (1) Phones (2) Emails (1) SMTs and Other Audit On Characteristics (1) MiscIds (1) Gangs (2) Vehicles (3) Modus Operandi (1) Permits (1) Attachments (2)

Person Information
 Index Id: 668
 Person Name: Guerra, Raul SSN: 444-55-6666 DOB: 01/18/1955(Age: 58 years)
 Sex: Male Race: White Ethnicity: Hispanic Origin
 DL #: 37876421 DL State: Texas Date of Info: 07/30/2013
 FBI Number: Residence Phone: 234-122-2126 Cell Phone: 234-677-4197
 Residence Address: 28927 ENCHANTED Drive SHENANDOAH, TX 77381

Caution Codes - 3
 Code Comments Date of Info
 KNOWN GANG MEMBER 10/25/2011
 KNOWN DRUG USER 10/25/2011
 ARMED AT PRIOR ARREST 04/06/2011

Aliases - 3
 Name DOB SSN Type Date of Info
 GUERRA RAUL SENIOR 01/18/1955 444-55-6666 Primary Name 08/16/2010
 CARTER ROBERT Alias 02/09/2012
 GUERRA HULIO Alias 04/08/2011
 ADAMS JOHN Q 04/11/1968 444-55-6666 Alias 08/24/2010

Physical Descriptions - 1
 Ht/Wt Eye/Hair Color Hair Style Facial Hair Hair Length Build Skin Color Age Glass Date of Info
 5' 07"/180 Brown/Black Wavy Mustache&Goatee Short Shoulder Medium Light Brown 55 N 08/24/2010

Addresses - 1
 Address Info Type Date of Info
 28927 ENCHANTED Drive SHENANDOAH, TX 77381 Residence 02/15/2010

Phone Numbers - 2

Images
 Image 1 of 1
 08/24/2010

Total Involvements
 Incidents 10/24/2013 72
 Active Warrants 06/24/2013 1
 Served Warrants 01/23/2013 6
 Field Arrests 10/16/2013 31
 Field Interviews 10/22/2013 11
 Permits 08/24/2010 1
 Citations 03/05/2013 3
 Court Papers 02/08/2013 4

Incident By Role
 Arrestee 26
 Offender 64
 Victim 6
 Other 2

Common Event Associations
 Address 49

Table 4 – Sample Master Name Search Screen

InterAct Online Training/Demo System

Home Administration Incidents Master Indices Options Records Management Forms And Reports Help

Sam Spade[InterAct Demo (IADEMO)] (IA Public Safety) US/Central [Daily Log #2013LOG00212] [Logout]

Person Search

Person Address Organization Vehicle Property Gang

You can search on any of the fields below. [Mug Shot Search - By Physical Description](#) [Add Person External Search Results](#)

Last Name: (or Nick Name) First Name: Middle Name: Title Codes: DOB: Age (Years): To: Race: Sex: Index ID: Drivers License: SSN: Name Type:

Misc ID: Type: Number: Manual: Phonetic Perform Interact Online Statewide Search

Search Preference: Match All Any search term(s)

Additional Search Criteria: - Select -

[Search External Systems:](#)

Back Reset Search

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Table 5 – Sample Master Location Index Search Screen

InterAct Online Training/Demo System

Home Administration Incidents Master Indices Options Records Management Forms And Reports Help

Sam Spade[InterAct Demo (IADEMO)] (IA Public Safety) 13 New Notifications US/Central [Daily Log #2013LOG00212] [Logout]

Location Search

Person Address Organization Vehicle Property Gang

You can search on any of the fields below. [Add Address](#)

Street #: to Direction: Name: Type: Direction Suffix: Subtype: Sub#: City: State: Zip: Common Place Name: Reporting Area: Index ID: Comments:

Intersection: Street #: Direction: Name: Type:

Phonetic

Search Preference: Match All Any search term(s)

Additional Search Criteria: - Select -

Back Reset Search

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Table 6 – Sample Master Property Index Search Screen

InterAct Online
 Home Administration Incidents Master Indices Options Records Management Forms And Reports Help
Training/Demo System
 Sam Spade [InterAct Demo (IADEMO)] (IA Public Safety) 13 New Notifications US/Central [Daily Log #2013LOG00212] [Logout]
 Property Search

Person Address Organization Vehicle **Property** Gang

You can search on any of the fields below. [Add Property](#)

Index ID:
 Serial Number:
 Item Description:

Category: All Property Drugs Documents Currency Guns

Type: Misc/OAN:
 Make: Model: Value:
 Primary Color: Secondary Color: Quantity:

Search Preference: Match All Any search term(s)
 Additional Search Criteria:

Additional Details
 Property Detail Type:

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Table 7 – Sample Master Property Index Results Screen

InterAct Online
 Home Administration Incidents Master Indices Options Records Management Forms And Reports Help
Training/Demo System
 Sam Spade [InterAct Demo (IADEMO)] (IA Public Safety) US/Central [Daily Log #2013LOG00212] [Logout]
 Property Search > Property Search Results > View Property Details (37)

Property Information

Property Details **Property Summary** [Audit On](#)

[Expand All](#) [Collapse All](#) Go To: [People-1](#)

Property Information		Images	
Index Id: 37	Type: TELEVISION	No Image Present	
Serial#: 56325698	Misc/OAN: Make/Model: Samsung/Vx-1922		
Item Description: Primary/Secondary Color: Black	Value: 2000		
Quantity: 1	Date Of Info: 04/14/2010		
Other: Comments:			

People - 1	
Person Name	Role
Carlisle Aaron Bryan - SEX: Male RACE: White DOB: 07/20/1975 (38 Yrs)	Owner of Property
Date Of Info	
	04/14/2010

Total Involvements	
Incidents	04/14/2010 1

By Involvement Role	
Role	Count
Stolen	1

Associations	
Module	Count
Person	5

User Subscriptions	
Type	Count
Access	0
Association	0
Update	0

By Offense Category	
Type	Count
Property	1

Table 8 – Sample Arrest Report Screen

InterAct Online

Home Administration Incidents Master Indices Options Records Management Forms And Reports Help

Training/Demo System

Sam Spade [InterAct Demo (IADEMO)] (IA Public Safety)
US/Central [Daily Log #2013LOG00212] [Logout]

Edit Field Arrest

Go Back
Print

Person Information

View Person
Edit Person

Index Id: 704	First Name: Mark	Middle Name: Wyatt	DOB: 12/23/1972 (Age: 40)
Last Name: Sentell	Race: White	Ethnicity: Unknown	
Sex: Male	State: Pennsylvania	SSN: 111-11-1111	
DL #: PA 24667587	Cell Phone:		
Residence Phone:	Email:		
Address (Residence): 615 Perry Way Zellenople, PA 16063			
Height:	Weight:	Eye Color:	
Hair Color:	Complexion:	Citizenship:	
Place of Birth:			

No Image Present

Misc IDs
OLN PA 24667587

Arrest
Officers - 1
Location - 0
Charges - 0
Warrants
Victims - 0
Vehicle - 0
Towing - 0
Property - 0
Attachments - 0
Incidents - 0

Screening Questions
Validations
Log

[Next Section \(Officers\)](#)

Agency: IA Public Safety	Creator Name: Spade, Sam	Date Created: 10/30/2013 1219
Arrest Number: 00114-2013	Arrest Date*: 10/30/2013	Time: 1100
Status: Open		
PBT: <input type="text"/>		
Fingerprint: -Select-		
Bond Type: -Select-	Bond Amount: <input type="text"/>	
Comment: <div style="border: 1px solid gray; height: 30px;"></div>		
Probable Cause: Edit Probable Cause		
Medical Comment: <div style="border: 1px solid gray; height: 30px;"></div>		
Disposition*: -Select-		
Disposition Comment: <div style="border: 1px solid gray; height: 30px;"></div>		
Incident Report #: <input type="text"/>	Court Case Number: <input type="text"/>	

[Check Spelling](#)

Sample Field Arrest - Custom Fields

Property Receipt, provided to the custody?: Yes No

Phone Call Offered to the Custody?: Yes No

i If yes, duration of the call? (minutes):

Update

Table 9 – Sample Case Report Screen

Sam Spade [InterAct Demo (IADEMO)] (IA Public Safety) 13 New Notifications US/Central [Daily Log #2013LOG00212] [Logout]

Case Search > Case Search Results > Edit Case (11-000309)

Case Review Go Back

Case Information

[Assign Officer\(s\) \(0\)](#) | [Associated Incident\(s\) \(1\)](#) | [Involved Names \(2\)](#) | [Associated LEA Case\(s\) \(0\)](#) | [Case Activity Note\(s\) \(0\)](#) | [Attached Form\(s\) \(0\)](#) | [Attachments \(0\)](#)

Case Details

LEA Case#: 11-000309 [Change LEA Case#](#)

*Agency: IA Public Safety *Case Action Status: Cleared

Solvability: -Select- *Case Status: Cleared by Arrest

Next Update Due: [Set Next Default Date](#) Case Access Users: [?](#)

Security Level: Executive Command [Change Security](#) Case Hours: 0 Hrs 00 Min [Update Case Hours](#)

Comments:

[Go Back](#) [Update](#)

Assigned Officer(s)

Note: One Lead Investigator Officer is required. [Assign Lead Incident Officer](#) [Assign Officer](#)

Officer Name	Title	Internal ID/Badge#	Date Assigned	Role	Actions
No Data Available					

Associated Incident(s)

[Create Incident](#) [Associate Incident](#)

Report#	Incident Summary	Offenses	Comments	Date Of Info	Actions
11-000309	04/06/2011 - 123, Main, TX	?		04/06/2011	? ? ? ?

Involved Names

[Show/Hide](#)

Summary	Role	Incident Report#
PFUND, JAMIE JOANNE RACE:Hispanic SEX:Female DOB: 08/15/1979(34)	VICTIM	11-000309
SMITH, JAKE CLARK RACE:Black SEX:Male DOB: 04/06/1971(42)	OFFENDER	11-000309

Associated LEA Case(s)

[Associate LEA Case](#)

LEA Case#	LEA Case Summary	Lead Investigator	Comments	Date Of Info	Actions
No Data Available					

Case Activity Note(s)

[Add Case Activity](#)

ActivityType	Date	Officer	Comments	Notify User(s)	Actions
No Data Available					

Attached Forms

Add Form:

No data to display

Attachments

[Add Attachment](#)

Type	File Name	Description	Date Of Info	Creator	Actions
No Data To Display					

Table 10 – Sample Mapping of Search Results

InterAct Online InterAct

Training/Demo System

Sam Spade[InterAct Demo (IADEMO)] (IA Public Safety) US/Central [Daily Log #2013LOG00212] [Logout]

Incident SmartSearch Help Exit

Search

drugs Sort By: Relevance Descending

Re-Center Max Records Shown in Map: 25 Exclude Local Results Match Any Match All List Map

Possible External Matches: [Person In Jail \(0\)](#)

<p>Report #: 11-00001 Report Date: IA Public Safety (PP) Agency: 26 DELMAR GREEN Place East Basement SHENANDOAH TX 77381 Offense(s): 35990198 - DISPENSE DANGEROUS DRUG/CONTROLLED SUBSTANCE - 142.030 : MA</p>	
<p>Report #: 10-000016 Report Date: IA Public Safety Agency: 11 MARKHAM GROVE Place SHENANDOAH TX 77381 Offense(s): 35620014 - POSS MARIJ >4 OZ <=5LBS DRUG FREE ZONE - 481.134(c) : F3</p>	
<p>Report #: 10-000017 Report Date: IA Public Safety Agency: 11 MARKHAM GROVE Place SHENANDOAH TX 77381 Offense(s): 35620014 - POSS MARIJ >4 OZ <=5LBS DRUG FREE ZONE - 481.134(c) : F3</p>	
<p>Report #: 10-000017 Report Date: Demo Police Agency</p>	

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Table 11 – Sample Citation/Summons Screen

InterAct Online

Home Administration Incidents Master Indices Options Records Management Forms And Reports Help

Training/Demo System

Sam Spade[InterAct Demo (IADEMO)] (IA Public Safety)
13 New Notifications
US/Central [Daily Log #2013LOG00212] [Logout]

Citation Search > Search Citations > Edit Citation (1678)

Edit Citation / Enforcement Activity
Go Back Duplicate

Expand All Collapse All
Go To: [Person](#) [Vehicle](#) [Location](#) [Violations](#) [Officers](#) [Employees](#) [Organization](#) [Bond](#) [Racial Profiling](#) [Incidents](#) [Enforcements](#)

Citation / Enforcement Details

Index Id: 11 Highlighted fields are required for racial profiling

Ticket #*: 1678 Enforcement Type*: Conservation Violation

Issuing Agency: IA Public Safety Plaintiff: The People of the State of Texas

Location Type: -- Select -- City: -- Select -- County*: ANGELINA

Enforcement Date*: 03/25/2010 at 15:08 Filed Date: 03/25/2010 at 15:08

Township Rd:

Save

Person

No Person selected.

Quick Search: Last Name First Name DOB --Gender-- --Race-- DL # Quick Search

do an [advanced person search](#).

Racial Profiling

Highlighted fields are required for racial profiling

Perceived Race: -- Select -- Race Known at Time of Stop: Duration of Stop: -- Select --

Type of Search: -- Select -- Arrested: -- Select -- Contraband Found: -- Select --

Comment:

Save

Vehicle

No Vehicle selected.

Do a quick search: Plate # State Quick Search

or do an [advanced vehicle search](#).

Location

No Location Selected. [Add Intersection](#) [Add Postal Address](#) [Advanced Search](#)

Violations

Posted Speed Limit: Methods: A. craft
Accident
Assist
C. signed
Hand held radar
Marked
Other

Actual Speed:

Table 12 – Sample Daily Log Summary

InterAct Officer Daily Log Blue / White Help / Tips Close Log Exit Log

Assignment Information Activity Log

Assignment Information

Daily #: 2013LOG00212 Status: Open Assignment: Patrol
 Date: 10/20/2013 Shift: Special Traffic D
 Notes: HIDTA

Reporting Areas: 100-200 Selected: The Woodlands-
Double Click to Select Double Click to Remove
 North-Focus Area
 South-Focus Area
 Central-Focus Area

Officers, Vehicles & Equipment

Officers Add Officer

Badge #	Name	On Time	Off Time		
400	Spade, Sam	10/20/2013 09:43		EDIT	DELETE

Vehicles Add Vehicle

Plate #	Description		
M98765	Unit #75 2010 Ford Crown Victoria - Marked - Patrol	EDIT	DELETE

Equipment Add Equipment

Description	Start Time	End Time		
Shotgun - Remington 12ga - Shotgun trunk of Unit #75	10/20/2013 09:43		EDIT	DELETE

Update

Table 13 – Sample Daily Log Detail

InterAct Officer Daily Log Blue / White Help / Tips Close Log Exit Log

Assignment Information Activity Log

Total Activity Time: 0 Hrs 15 Mins Misc Time: 3 Hrs 13 Mins Add Activity Log

Dispatch: Reporting Area: The Woodlands- Report #:
Double Click to Select Double Click to Remove Ticket #:
 On Scene: 10/20/2013 Time Category:
 09:46 Notes about what I am doing... ADD ACTIVITY APPLY TEMPLATE
 Clear:

Save Cancel

09:30/09:45 - No Activities EDIT
DELETE

Table 14 – Sample Field Contact Form

InterAct Online InterAct

Training/Demo System

Home Administration Incidents Master Indices Options Records Management Forms And Reports Help

CrimeCoc[Maryland Demo (MDEMO)] (Maryland Training) US/Eastern [Logout]

Edit Field Contact View Summary Go Back Print Report

Expand All Collapse **Go To:** [Notes](#) [Location](#) [People](#) [Officers](#) [Vehicles](#) [Gangs](#) [Organizations](#) [Attachments](#) [Attached Forms](#) [Incidents](#)

Field Contact Details

Contact ID: 79

Contact Type: Agency: Maryland Training

Contact Date: at Agency Only:

Security Level:

Summary:

Field Contact Notes

[Check Spelling](#)

Location - 0 [Add Postal Address](#) [Add Intersection](#) [Advanced Search](#)

People - 0 [Add Person](#)

Officers - 0 [Add Officer](#)

Vehicles - 0 [Add Vehicle](#)

Gangs - 0 [Add Gang](#)

Organizations - 0 [Add Organization](#)

Attachments - 0 [Add Attachment](#)

Attached Forms - 0 Add Form:

No data to display

Table 15 – Sample Gang Tracking Screen

InterAct Online

Home Administration Incidents Master Indices Options Records Management Forms And Reports Help

Training/Demo System

CrimeCog[Maryland Demo (MDDEMO)] (Maryland Training)
US/Eastern [Logout](#)

Edit Gang

Go Back
View Summary
Subscribe

Expand All Collapse All Go To: [Gang Alias](#) | [Gang Members](#) | [Gang Associations](#) | [Attachments](#)

Add: ---Select--- * Required Fields

Gang Information

Index ID: 1

Gang Type: Street Gang **Level:** National **Security Level:** Level 1 – Access to all Data

Gang Name: Red Bikers **Gang Comment:**

Go Back Update

Gang Aliases

[Add Gang Alias](#)

Name	Name Type	Date Of Info	Actions
Red Bikers	Primary	10/27/2011	

Gang Members

[Add Gang Member](#)

Person Name	Status	Comments	Date Of Info	Actions
GRILL EDWARD B - RACE: Male SEX: White DOB: 02/15/1985 (28 Yrs)	Active		08/17/2012	
SIMPSON HOWARD GEORGE - RACE: Male SEX: White DOB: 01/15/1993 (20 Yrs)			08/16/2010	
GUERRA RAUL - RACE: Male SEX: White DOB: 01/18/1955 (58 Yrs)			05/03/2011	
LEUCK ALEXANDER GORDON - RACE: Male SEX: White DOB: 01/23/1990 (23 Yrs)	Active		04/19/2011	

Gang Associations

[Add Gang Association](#)

Gang Name	Gang Level	Gang Type	Comments	Relationship of Primary Gang	Date Of Info	Actions
No Data Available						

Attachments

[Add Attachment](#)

Keyword	File Name	Description	Date Of Info	Actions
No Data Available				

Other Related Gangs

Gang Name	Gang Level	Gang Type	Relationship of Primary Gang	Date Of Info
No Data Available				

Go Back View Summary Subscribe

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 The contributing agency retains sole ownership of and sole responsibility for the information it contributes to the Online RMS including but not limited to, the accuracy of the information. Receiving agencies will take no enforcement action without first verifying the current status of information with the contributing agency.

Table 16 – Sample SmartSearch Results Screen

The screenshot shows the InterAct Online interface. At the top, there is a navigation menu with options like Home, Administration, Incidents, Master Indices, Options, Records Management, Forms And Reports, and Help. The main header displays 'Training/Demo System' and '13 New Notifications'. Below this, the 'Incident SmartSearch' section is active, showing a search for 'theft'. The results are sorted by Relevance in descending order, showing 9 of 85 results. Three results are visible, each with a small thumbnail image of a person and a brief description of the incident, including the date, location, and offense details.

Incident SmartSearch

Search: theft

Sort By: Relevance Descending

Possible External Matches: [Person In Jail \(0\)](#)

- Demo Police Department - 10-000090** 23990004-23H - THEFT >=\$1
08/04/2010 at BLUE RIDGE Drive, ALAMANDO SHENANDOAH TX
23990004-23H - THEFT >=\$1,500<\$20K - ALL OTHER LARCENY
- Demo Police Department - 10-000091** 23990004-23H - THEFT >=\$1
08/04/2010 at 105 SILVERSTONE Lane Apartment #6 SHENANDOAH TX 77384
23990004-23H - THEFT >=\$1,500<\$20K - ALL OTHER LARCENY
- IA Public Safety - 13-000819** 23990003 - THEFT PROP>=\$500<\$1
10/02/2013 at Rosewood Drive, Holly hill SHENANDOAH TX
23990003 - THEFT PROP>=\$500<\$1,500 - 31.03(e)(3) : MA

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Table 17 – Sample Validation within Incident Wizard

The screenshot shows the InterAct Online 'Incident Report' validation screen. The navigation menu is the same as in Table 16. The main header shows 'Training/Demo System' and '13 New Notifications'. The 'Incident Report' section is active, with tabs for Summary, Header, Offenses, Names, Property & Vehicles, Narratives, Attachments, and Incident Validations. The 'Incident Validations' tab is selected, displaying a list of errors found in the report. Each error includes a warning icon, a link to the specific area of the report, and a description of the validation failure. A 'Run Validations Again' button and a 'Back' button are also visible.

Incident Report

Quick Print Print Exit Report

Summary Header Offenses Names Property & Vehicles Narratives Attachments Incident Validations

Verify Incident Report:

InterAct has found errors on the incident report which require attention before the report may be submitted. You may use the links below to help guide you to the particular area of the report needing modification. Once all of the errors have been resolved, you may submit the report for approval.

- [Add Narrative](#) At least one Narrative is required.
- [Property Type:BEER Value:500](#) Property Loss Code not valid for Offense.
- [23990003 - THEFT PROP>=\\$500<\\$1,500 - 31.03\(e\)\(3\) : MA](#) Offense Requires Victim Type of Person
- [23990003 - THEFT PROP>=\\$500<\\$1,500 - 31.03\(e\)\(3\) : MA](#) Offense requires Victim and Victim to Offender Relationship.

Run Validations Again

Back

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Table 18 – Sample Tow/Impound Search Screen

InterAct Online InterAct

Home Administration Incidents Master Indices Options Records Management Forms And Reports Help

Training/Demo System

Sam Spade [InterAct Demo (IADEMO)] (IA Public Safety) US/Central [Daily Log #2013LOG00212] [Logout]

Impound Search

Vehicle Tow/Impound Add Vehicle Tow/Impound

Vehicle Tow/Impound Search

Impound ID: Vehicle ID:

Towing Agency: IA Public Safety

Incident Report: Disposition: -Select-

Towed From:

City:

Tow Date: to Release Date: to

Non-Released Vehicles:

Vehicle Details

Year: Make: Model:

VIN #: Vehicle Type: -Select- Vehicle Style: -Select-

License #:

Records Management Reset Search

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<p>MBAR - Mixed Annual Beverage Review for establishments performed yearly, released quarterly. Establishments need to report alcohol sales as compared to their food sales. Creates form and letters sent to establishment plus an website for them to respond to the MBAR. MBAR inserts an incident into CMS for agents to act on; hearing request and a written warning. MBAR is written in JAVA. Internal written application, no outside support, V3.</p>	<p>No</p>		<p>We are open to contracting separately for this interface.</p>
<p>Invize - Document storage, Written in DOT net</p>	<p>No</p>		<p>We are open to contracting separately for this interface.</p>



EXHIBIT B PRICING
CONTRACT NUMBER VA-140530-IAC
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
COLOSSUS INCORPORATED d/b/a INTERACT PUBLIC SAFETY SYSTEMS

Exhibit B is hereby incorporated into and made an integral part of Contract Number VA-140530-IAC (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Colossus Incorporated d/b/a Interact Public Safety Systems (“Supplier”).

In the event of any discrepancy between this Exhibit B and the Contract, the provisions of the Contract shall control.

LAW RMS SOFTWARE AND MAINTENANCE				
License Type				
OL-RMS-SW	InterAct Named User License	Named User License		\$1,090
IA-SWM-RMS	InterAct Named User License Annual Maintenance			20% of OL-RMS-SW
OL-RMS-USER	InterAct RMS - Hosted Named User	Named User License		\$500/year
OL-RMS	InterAct RMS - Hosted Concurrent Users 3 to 1 Ratio - 3 Users Setup For Each 1 User Purchased	Concurrent User License		\$1500/year
OL-INT-GEN	InterAct Online RMS Interface	CPU License		\$500

LAW RMS SERVICES				
TR-OL-ONST	InterAct Online RMS On-Site Training (per day, 8 students/session max, min purchase of 3 days required)		per day	\$1,500
TR-OL-TRTR	InterAct Online RMS Train the Trainer (up to 8 people, per class)		per day	\$1,500
IA-SVCPCK	Agency Services Pack (not to exceed 480 hours annually)		per 250 users	\$72,000
CI-OFFSITE	Annual off-site RMS Backup at NLETs Data Center			\$60,000
OL-RMS-MANUAL	InterAct Online RMS Training Manual		per manual	\$50
CI-OL-GOLIVE	InterAct Online RMS Go-Live Support		per day	\$1,500
CI-OL-INT	InterAct Online RMS Interface Setup Fee		Per Interface	\$2,500
CI-OL-RMS	InterAct Online RMS Implementation Services		per day	\$1,500
DS-OL-BPR	InterAct Online RMS Business Process Review		per day	\$1,500
OL-ACCEPT-SVC	InterAct Online RMS Acceptance Testing		per day	\$1,500
OL-PROG-SVC	InterAct Online RMS Program Management Services		per day	\$1,500
OL-RMS-HRLY	InterAct Online RMS Services (per hour)			\$195
DM-OL-AF	InterAct Online RMS Data Migration Assessment fee			\$3,000
DS-OL-CUST	InterAct Online RMS - Data Migration - Custom Migration			(Final Pricing provided after review of data requirements)
OL-DS-PERSONATTCH	InterAct Online RMS Data Conversion Package - Master Person Attachments			\$4,000
OL-DS-INCIDENTATTCH	InterAct Online RMS Data Conversion Package - Incident Attachments			\$4,000
OL-DS-PROPERTY	InterAct Online RMS Data Conversion Package - Master Property			\$6,000
OL-DS-ADDRESS	InterAct Online RMS Data Conversion Package - Master Address			\$6,000
OL-DS-BUSINESS	InterAct Online RMS Data Conversion			\$6,000

	Package - Master Business			
OL-DS-PEOPLE	InterAct Online RMS Data Conversion Package - Master People (Master Names, People demographic data)			\$6,000
OL-DS-GANGS	InterAct Online RMS Data Conversion Package - Master Gangs			\$6,000
OL-DS-VEHICLE	InterAct Online RMS Data Conversion Package - Master Vehicle			\$6,000
OL-DS-PROPEVIDENCE	InterAct Online RMS Data Conversion Package - Master Property and Evidence			\$10,500
OL-DS-WARRANTS	InterAct Online RMS Data Conversion Warrants Package - Warrant Information, Master People, Master Locations (Person address), Person Photo (mugshot or other image) or SMT photo Person attachments			\$14,800
OL-DS-CIVIL	InterAct Online RMS Data Conversion Civil Process Package - Court Paper Information, Master People, Master Business, Master Locations (Person/Business address), Person Photo (mugshot or other image) or SMT photo, Person attachments, Court Paper attach			\$18,000
OL-DS-ARREST	InterAct Online RMS Data Conversion Arrest Package - Arrest Information, Master People, Master Vehicles, Master Locations, Person Photo (mugshot or other image) or SMT photo., Person attachments, Arrest attachments			\$18,000
OL-DS-CITATIONS	InterAct Online RMS Data Conversion Citations Package - Citation Data, Master People, Master Vehicles, Master Locations, Master Business, Person Photo (mugshot or other image) or SMT photo Person attachments			\$22,000
OL-DS-INCIDENTS	InterAct Online RMS Data Conversion Incidents Package - Incidents Report Data, Master People, Master Vehicles, Master Locations, Master Business, Person Photo (mugshot or other image) or SMT photo, Person attachments			\$29,000
OL-DS-SILVER-1	InterAct Online RMS Data Conversion Silver Package #1 - Incidents Package and Warrants Package			\$35,915

OL-DS-SILVER	InterAct Online RMS Data Conversion Silver Package #2 - Citations Package and Incidents Package			\$41,820
OL-DS-SILVER-3	InterAct Online RMS Data Conversion Silver Package #3 - Arrest Package and Incidents Package			\$38,540
OL-DS-GOLD	InterAct Online RMS Data Conversion Gold Package #1 - Citations, Incidents and Warrants Packages			\$51,325
OL-DS-GOLD-2	InterAct Online RMS Data Conversion Gold Package #2 - Arrest, Citations and Incidents Packages			\$53,820
OL-DS-GOLD-3	InterAct Online RMS Data Conversion Gold Package #3 - Arrest, Incidents and Warrants Packages			\$48,205
OL-DS-PLATINUM	InterAct Online RMS Data Conversion Platinum Package #1 - Arrest Package, Citations Package, Incidents Package, Warrants Package			\$62,850
OL-DS-PLATINUM-2	InterAct Online RMS Data Conversion Platinum Package #2 - Arrest Package, Citations Package, Civil Process Package, Incidents Package, Warrants Package			\$76,350
JAIL RMS HARDWARE				
JT-SIG	InterAct JailTracker OMS Hardware EpadLink VP9801 Signature Pad			\$150
JT-BIOFV	InterAct JailTracker OMS Hardware Fingervein Reader			\$325
JT-LAMIN	InterAct JailTracker OMS Hardware Armband Laminator			\$325
JT-LLSCAN	InterAct JailTracker OMS Hardware Code CR3500 Bar Code Scanner			\$950
JT-ARMBANDS	InterAct JailTracker OMS Arm Bands Blue			\$210
JT-BTANT	InterAct JailTracker OMS Hardware Bluetooth Antenna			\$150
JT-CAMERA	InterAct JailTracker OMS Hardware Vivotek PZ8111 Camera			\$850
JT-EXTHD2D	InterAct JailTracker OMS External Hard Drive Backup System (2 Drives)			\$600
JT-DOCSCAN	InterAct JailTracker OMS Hardware Visioneer Patriot 430 Scanner			\$550

JT-2STBAT	InterAct JailTracker OMS Hardware 2 Station Battery Charger			\$250							
MS-SQLSTD-SOCKET	InterAct JailTracker OMS MS SQL 2012 Std License (per Socket)			\$2,000							
JT-KIT-SVRL1	InterAct JailTracker OMS Hardware Server Hardware Kit Level 1			\$7,500							
JT-KIT-SVRL2	InterAct JailTracker OMS Hardware Server Hardware Kit Level 2			\$16,500							
JT-KIT-SVRL3	InterAct JailTracker OMS Hardware Server Hardware Kit Level 3			\$27,800							
JAIL RMS SOFTWARE											
				<500 Beds	501-1000 Beds	1001-1500 beds	1501-2000 beds	2001-3000 beds	3001-4000 beds	4001-4999 beds	5000+ beds
JT-BASE	InterAct JailTracker OMS Base and Imaging Module	Site License		\$14,995	\$21,995	\$49,995	\$69,995	\$119,995	\$159,995	\$249,995	\$599,995
JT-ACCOU	InterAct JailTracker OMS Accounting Module	Site License		\$9,995	\$19,995	\$39,995	\$59,995	\$99,995	\$149,995	\$199,995	\$299,995
JT-BARC	InterAct JailTracker OMS BarCode Module	Site License		\$6,995	\$9,995	\$15,995	\$15,995	\$20,995	\$49,995	\$99,995	\$199,995
JT-BIOM	InterAct JailTracker OMS Biometrics Module	Site License		\$5,000	\$10,000	\$15,000	\$20,000	\$30,000	\$40,000	\$50,000	\$99,995
JT-CASE	InterAct JailTracker OMS Case Mgmt Module	Site License		\$995	\$1,995	\$4,995	\$6,995	\$9,995	\$14,995	\$19,995	\$59,995
JT-ELCSIG	InterAct JailTracker OMS Electronic Signature Module	Site License		\$495	\$1,995	\$4,995	\$6,995	\$9,995	\$14,995	\$19,995	\$59,995
JT-IMAG	InterAct JailTracker OMS Document Imaging Module	Site License		\$1,995	\$3,995	\$9,995	\$16,995	\$29,995	\$39,995	\$59,995	\$79,995
JT-KNWLG	InterAct JailTracker OMS KnowledgeSync Module	Site License		\$4,495	\$10,495	\$15,495	\$20,495	\$30,495	\$40,495	\$60,495	\$100,495
JT-PRGMOD	InterAct JailTracker OMS Programs Module	Site License		\$995	\$1,995	\$4,995	\$6,995	\$9,995	\$14,995	\$19,995	\$59,995
JT-WEBINT	InterAct JailTracker OMS Web Module	Site License		\$1,995	\$3,995	\$6,995	\$9,995	\$14,995	\$19,995	\$29,995	\$59,995
JT-ACM	InterAct JailTracker OMS Automated Commissary Module	Site License		\$1,995	\$4,995	\$9,995	\$14,995	\$19,995	\$29,995	\$39,995	\$79,995
JT-SCHMOD	InterAct JailTracker OMS Scheduling Module	Site License		\$995	\$3,995	\$9,995	\$15,995	\$29,995	\$59,995	\$79,995	\$99,995
JAIL RMS INTERFACES											
JT-INTER-VISIT	InterAct JailTracker OMS Video Visitation Interface	Site License		\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
JT-INTER-COMM	InterAct JailTracker OMS Commissary/Bonding Interface	Site License		\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
JT-INTER-BILL	InterAct JailTracker OMS Collections/Billing Interface	Site License		\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500

JT-INTER-MED	InterAct JailTracker OMS Health/Medical Interface	Site License		\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
JT-INTER-FINGER	InterAct JailTracker OMS Fingerprint Machine Interface	Site License		\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
JT-INTER-PHONE	InterAct JailTracker OMS Offender Phone Systems Interface	Site License		\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
JT-INTER-KIOSK	InterAct JailTracker OMS Kiosk/Telephony Interface	Site License		\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
JT-INTER-RMS	InterAct JailTracker OMS RMS Interface	Site License		\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
JT-INTER-STATE	InterAct JailTracker OMS State Specific Interface	Site License		\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
JT-INTER-VICTIM	InterAct JailTracker OMS Victim Notification Interface	Site License		\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
JAIL RMS SERVICES												
JT-TRAIN	InterAct JailTracker OMS Training (onsite, per day)			\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
JT-TRAINACT	InterAct JailTracker OMS Accounting Training			\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
JT-KNOWLTR	InterAct JailTracker OMS KnowledgeSync Configuration and Training			\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
JT-CONDAY	InterAct JailTracker OMS Installation and Configuration			\$10,189	\$19,089	\$37,689	\$53,089	\$106,612	\$158,862	\$232,612	\$450,110	
JT-DATACON	InterAct JailTracker OMS Data Conversion			\$7,642	\$14,317	\$28,267	\$39,817	\$85,289	\$127,089	\$186,089	\$360,088	
IA-SVC-HRLY	InterAct professional services (per hour)		per hour	\$195								
JAIL RMS SUPPORT AND MAINTENANCE												
IA-SWM-JT	InterAct JailTracker OMS Annual Software or Interface Support		(20% of Software List Price)									
IA-HDM-JT	InterAct JailTracker OMS Annual Help Desk Support - Hardware		(10% of Hardware List Price)									
OTHER SOFTWARE / SERVICES												
IM-Annual	Iron Mountain Initial Annual Fee			\$2,313								
IM-ESCROW SETUP	Iron Mountain Setup Fee			\$1,938								
IM-SVCS	Iron Mountain Testing			\$30,000								
JASPER-REPSVRLIC	Jasper Reporting Server License	CPU License		\$18,000								
JASPER-ANNMAINT	Jasper Reporting Server Maintenance			\$4,200								

BAIR-SOFT	Bair Analytics Software - ATACRAIDS	Named User License		
	<u>Number Sworn</u>			
	1 to 20			\$1,620
	21 to 40			\$4,050
	41 to 75			\$5,670
	76 to 125			\$7,560
	126 to 250			\$9,180
	251 to 400			\$11,340
	401 to 750			\$12,960
	751 to 1,000			\$16,200
	1,000+			\$20,250
BAIR-WKSTSW	Bair Analytics Software - ATAC Workstation License	CPU License		\$3,850
BAIR-MAINT	Bair Analytics Upgrade and Technical Support Plan (Annual Fee)			\$1,150
BAIR-RAIDS	Bair Analytics RAIDSONline			<i>free</i>
BAIR-TRAIN	Bair Analytics Training			\$10,250
BAIR-SERVICES	Bair Analytics Translation Services (per Database)			\$10,250



EXHIBIT C SAMPLE ESCROW
CONTRACT NUMBER VA-140530-IAC
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
COLOSSUS INCORPORATED d/b/a INTERACT PUBLIC SAFETY SYSTEMS

Exhibit C is hereby incorporated into and made an integral part of Contract Number VA-140530-IAC (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Colossus Incorporated d/b/a Interact Public Safety Systems (“Supplier”).

In the event of any discrepancy between this Exhibit C and the Contract, the provisions of the Contract shall control.

The following is a sample escrow agreement, serving as an example of the escrow option available in Exhibit B to this Contract.



Effective Date	
Master Deposit Account Number	
*Effective Date and Deposit Account Number to be supplied by Iron Mountain only.	

Three-Party Master Depositor Escrow Service Agreement

1. Introduction

This Escrow Service Agreement (the “**Agreement**”) is entered into by and between _____ (“**Depositor**”), and by any additional party enrolling as a “**Beneficiary**” upon execution of the Beneficiary Enrollment Form attached as Exhibit E to this Agreement and by Iron Mountain Intellectual Property Management, Inc. (“**Iron Mountain**”). Beneficiary, Depositor, and Iron Mountain may be referred to individually as a “**Party**” or collectively as the “**Parties**” throughout this Agreement.

- (a) The use of the term services in this Agreement shall refer to Iron Mountain services that facilitate the creation, management, and enforcement of software or other technology escrow accounts as described in Exhibit A attached hereto (“**Services**”). A Party shall request Services under this Agreement by submitting a work request for certain Iron Mountain Services (“**Work Request**”) via written instruction or the online portal maintained at the website located at www.ironmountainconnect.com or other websites owned or controlled by Iron Mountain that are linked to that website (collectively the “**Iron Mountain Website**”).
- (b) The Beneficiary and Depositor have, or will have, entered into a license agreement or other agreement (“**License Agreement**”) conveying intellectual property rights to the Beneficiary, and the Parties intend this Agreement to be considered as supplementary to such agreement, pursuant to Title 11 United States [Bankruptcy] Code, Section 365(n).

2. Depositor Responsibilities and Representations

- (a) Depositor shall make an initial deposit that is complete and functional of all proprietary technology and other materials covered under this Agreement (“**Deposit Material**”) to Iron Mountain within thirty (30) days of the Effective Date. Depositor may also update Deposit Material from time to time during the Term (as defined below) of this Agreement provided a minimum of one (1) complete and functional copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain using the form attached hereto as Exhibit B.
- (b) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement and that any current or future Deposit Material liens or encumbrances will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement. Depositor warrants that with respect to the Deposit Material, Iron Mountain’s proper administration of this Agreement will not violate the rights of any third parties.
- (c) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted, the necessary decryption tools and keys to read such material are deposited contemporaneously.
- (d) Depositor agrees, upon request by Iron Mountain, in support of Beneficiary’s request for verification Services, to promptly complete and return the Escrow Deposit Questionnaire attached hereto as Exhibit Q. Depositor consents to Iron Mountain’s performance of any level(s) of verification Services described in Exhibit A attached hereto and Depositor further consents to Iron Mountain’s use of a subcontractor to perform verification Services. Any such subcontractor shall be bound by the same confidentiality obligations as Iron Mountain and shall not be a direct competitor to either Depositor or Beneficiary. Iron Mountain shall be responsible for the delivery of Services of any such subcontractor as if Iron Mountain had performed the Services. Depositor represents that all Deposit Material is provided with all rights necessary for Iron Mountain to verify such proprietary technology and materials upon receipt of a Work Request for such Services or agrees to use commercially reasonable efforts to provide Iron Mountain with any necessary use rights or permissions to use materials necessary to perform verification of the Deposit Material. Depositor agrees to reasonably cooperate with Iron Mountain by providing reasonable access to its technical personnel for verification Services whenever reasonably necessary.

3. Beneficiary Responsibilities and Representations

- (a) Beneficiary acknowledges that, as between Iron Mountain and Beneficiary, Iron Mountain’s obligation is to maintain the Deposit Material as delivered by the Depositor and that, other than Iron Mountain’s inspection of the Deposit Material (as described in Section 4) and the performance of any of the optional verification Services listed in Exhibit A, Iron Mountain has no other obligation regarding the completeness, accuracy, or functionality of the Deposit Material.
- (b) Beneficiary may submit a verification Work Request to Iron Mountain for one or more of the Services defined in Exhibit A attached hereto and consents to Iron Mountain’s use of a subcontractor if needed to provide such Services. Beneficiary warrants that Iron Mountain’s use of any materials supplied by Beneficiary to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties.

4. Iron Mountain Responsibilities and Representations

- (a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by Authorized Person(s) (as identified in the “**Authorized Person(s)/Notices Table**” below) representing the Depositor or Beneficiary in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all required information at any time upon notification to the Party originating the Work Request.
- (b) Iron Mountain will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B, Iron Mountain will notify Depositor of such discrepancy.
- (c) Iron Mountain will provide notice to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement.
- (d) Iron Mountain will follow the provisions of Exhibit C attached hereto in administering the release of Deposit Material.
- (e) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work (“**SOW**”). Iron Mountain and the requesting Party will mutually agree in writing to an SOW on terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth therein. If the verification Services extend beyond those described in Exhibit A, the Depositor shall be a necessary Party to the SOW governing the Services.
- (f) Iron Mountain will hold and protect Deposit Material in physical or electronic vaults that are either owned or under the control of Iron Mountain, unless otherwise agreed to by all the Parties.

- (g) Upon receipt of written instructions by both Depositor and Beneficiary, Iron Mountain will permit the replacement or removal of previously submitted Deposit Material. The Party making such request shall be responsible for getting the other Party to approve the joint instructions. Any Deposit Material that is removed from the deposit account will be either returned to Depositor or destroyed in accordance with Depositor's written instructions.
- (h) Should transport of Deposit Material be necessary in order for Iron Mountain to perform Services requested by Depositor or Beneficiary under this Agreement, Iron Mountain will use a commercially recognized overnight carrier such as Federal Express or United Parcel Service. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier.

5. Payment

The Party responsible for payment designated in Exhibit A ("**Paying Party**") shall pay to Iron Mountain all fees as set forth in the Work Request ("**Service Fees**"). All Service Fees are due within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement (as defined below). The Paying Party is liable for any taxes (other than Iron Mountain income taxes) related specifically to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of one percent (1%) per month (12% per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement.

6. Term and Termination

- (a) The term of this Agreement is for a period of one (1) year from the Effective Date ("**Initial Term**") and will automatically renew for additional one (1) year terms ("**Renewal Term**") (collectively the "**Term**"). This Agreement shall continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide Iron Mountain with sixty (60) days' prior written joint notice of their intent to terminate this Agreement; (ii) Beneficiary provides Iron Mountain and Depositor with sixty (60) days' prior written notice of its intent to terminate this Agreement; (iii) the Agreement terminates under another provision of this Agreement; or (iv) any time after the Initial Term, Iron Mountain provides sixty (60) days' prior written notice to the Depositor and Beneficiary of Iron Mountain's intent to terminate this Agreement. Effective Date and Deposit Account Number to be supplied by Iron Mountain only. The Effective Date supplied by Iron Mountain and specified above shall be the date Iron Mountain sets up the escrow account.
- (b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, Iron Mountain shall return the Deposit Material to the Depositor. Unless otherwise directed by Depositor, Iron Mountain will use a commercially recognized overnight common carrier such as Federal Express or United Parcel Service to return the Deposit Material to the Depositor. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier. If reasonable attempts to return the Deposit Material to Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.
- (c) In the event of the nonpayment of undisputed Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with written notice of Iron Mountain's intent to terminate this Agreement. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such written notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending written notice to all Parties. Iron Mountain shall have no obligation to perform the Services under this Agreement (except those obligations that survive termination of this Agreement, which includes the confidentiality obligations in Section 9) so long as any undisputed Service Fees due Iron Mountain under this Agreement remain unpaid.

7. Infringement Indemnification

Anything in this Agreement to the contrary notwithstanding, Depositor at its own expense shall defend and hold Iron Mountain fully harmless against any claim or action asserted against Iron Mountain (specifically including costs and reasonable attorneys' fees associated with any such claim or action) to the extent such claim or action is based on an assertion that Iron Mountain's proper administration of this Agreement infringes any patent, copyright, license or other proprietary right of any third party. When Iron Mountain has notice of a claim or action, it shall promptly notify Depositor in writing. At its option, Depositor may elect to control the defense of such claim or action and may elect to enter into a settlement agreement, provided that no such settlement or defense shall include any admission or implication of wrongdoing on the part of Iron Mountain without Iron Mountain's prior written consent, which consent shall not be unreasonably delayed or withheld. Iron Mountain shall have the right to employ separate counsel and participate in the defense of any claim at its own expense.

8. Warranties

- (a) IRON MOUNTAIN WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH THE MEASURES IRON MOUNTAIN TAKES TO PROTECT ITS OWN INFORMATION OF A SIMILAR NATURE, BUT IN NO CASE LESS THAN A REASONABLE LEVEL OF CARE. EXCEPT AS SPECIFIED IN THIS SECTION, ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY UPON LEARNING OF ANY CLAIMED BREACH OF ANY WARRANTY AND, TO THE EXTENT ALLOWED BY APPLICABLE LAW, SUCH PARTY'S REMEDY FOR BREACH OF THIS WARRANTY SHALL BE SUBJECT TO THE LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES WAIVER IN THIS AGREEMENT. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.
- (b) Depositor warrants that all Depositor information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor information during the Term of this Agreement.
- (c) Beneficiary warrants that all Beneficiary information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Beneficiary information during the Term of this Agreement.

9. Confidential Information

Iron Mountain shall have the obligation to implement and maintain safeguards designed to protect the confidentiality of the Deposit Material. Except as provided in this Agreement Iron Mountain shall not use or disclose the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third party other than its financial, technical, or legal advisors, or its administrative support service providers. Any such third party shall be bound by the same confidentiality obligations as Iron Mountain. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will promptly notify the Parties to this Agreement unless prohibited by law. After notifying the Parties, Iron Mountain may comply in good faith with such order. It shall be the responsibility of Depositor or Beneficiary to challenge any such order; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order. Iron Mountain will cooperate with the Depositor or Beneficiary, as applicable, to support efforts to quash or limit any subpoena, at such Party's expense. Any Party requesting additional assistance shall pay Iron Mountain's standard charges or as quoted upon submission of a detailed request.

10. Limitation of Liability

EXCEPT FOR: (I) LIABILITY FOR DEATH OR BODILY INJURY; (II) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (III) THE INFRINGEMENT INDEMNIFICATION OBLIGATIONS OF SECTION 7, ALL OTHER LIABILITY RELATED TO THIS AGREEMENT, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS.

11. Consequential Damages Waiver

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES (EXCLUDING SUBSTITUTE ESCROW SERVICES), OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

12. General

- (a) Incorporation of Work Requests. All valid Depositor and Beneficiary Work Requests are incorporated into this Agreement.
- (b) Purchase Orders. In the event that the Paying Party issues a purchase order or other instrument used to pay Service Fees to Iron Mountain, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.
- (c) Right to Make Copies. Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the Party requesting the copies. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.
- (d) Choice of Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the Commonwealth of Massachusetts, USA, as if performed wholly within the state and without giving effect to the principles of conflicts of laws.

- (e) Authorized Person(s). Depositor and Beneficiary must each authorize and designate one person whose actions will legally bind such Party ("Authorized Person" who shall be identified in the Authorized Person(s) Notices Table of this Agreement or such Party's legal representative) and who may manage the Iron Mountain escrow account through the Iron Mountain website or written instruction. The Authorized Person for each the Depositor and Beneficiary will maintain the accuracy of their name and contact information provided to Iron Mountain during the Term of this Agreement.
- (f) Right to Rely on Instructions. With respect to release of Deposit Material or the destruction of Deposit Material, Iron Mountain shall rely on instructions from a Party's Authorized Person(s). In all other cases, Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine and from an Authorized Person(s), officer, or other employee of a Party. Iron Mountain may assume that such representative of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth of, or evaluate the merit of, any statement or representation contained in any notice or document reasonably believed to be from such representative.
- (g) Force Majeure. No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- (h) Notices. All notices regarding Exhibit C (Release of Deposit Material) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including invoices, payments, and other documents and communications, may be sent electronically or via regular mail. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to the last known address of the other Parties that is relied on herein, that is refused, unclaimed, or undeliverable shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities, or through messenger or commercial express delivery service.
- (i) No Waiver. No waiver of any right under this Agreement by any Party shall constitute a subsequent waiver of that or any other right under this Agreement.
- (j) Assignment. No assignment of this Agreement by Depositor or Beneficiary or any rights or obligations of Depositor or Beneficiary under this Agreement is permitted without the written consent of Iron Mountain, which shall not be unreasonably withheld or delayed. Iron Mountain shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Beneficiary unless Iron Mountain receives clear, authoritative and conclusive written evidence of the change of Parties.
- (k) Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. If this paragraph becomes applicable and, as a result, the value of this Agreement is materially impaired for any Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by written notice to the other Parties.
- (l) Independent Contractor Relationship. Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- (m) Attorneys' Fees. Any costs and fees incurred by Iron Mountain in the performance of obligations imposed upon Iron Mountain solely by virtue of its role as escrow service provider including, without limitation, compliance with subpoenas, court orders, and discovery requests shall, unless adjudged otherwise, be divided equally and paid by Depositor and Beneficiary. In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other(s) its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.
- (n) No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- (o) Disputes. Any dispute, difference or question relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or the rights or obligations of any Party hereof will be submitted to, and settled by arbitration by a single arbitrator chosen by the corresponding Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The Parties shall submit briefs of no more than 10 pages and the arbitration hearing shall be limited to two (2) days maximum. The arbitrator shall apply Massachusetts law. Unless otherwise agreed by the Parties, arbitration will take place in Boston, Massachusetts, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for

the Party or, if unrepresented, to the Party at the last known business address. If however, Depositor or Beneficiary refuse to submit to arbitration, the matter shall not be submitted to arbitration and Iron Mountain may submit the matter to any court of competent jurisdiction for an interpleader or similar action.

- (p) Regulations. Depositor and Beneficiary are responsible for and warrant, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import; export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement. With respect to Deposit Material containing personal information and data, Depositor agrees to (i) procure all necessary consents in relation to personal information and data; and (ii) otherwise comply with all applicable privacy and data protection laws as they relate to the subject matter of this Agreement. Notwithstanding anything in this Agreement to the contrary, if an applicable law or regulation exists or should be enacted which is contrary to the obligations imposed upon Iron Mountain hereunder, and results in the activities contemplated hereunder unlawful, Depositor and/or Beneficiary will notify Iron Mountain and Iron Mountain will be relieved of its obligations hereunder unless and until such time as such activity is permitted.
- (q) No Third Party Rights. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the Parties hereto.
- (r) Entire Agreement. The Parties agree that this Agreement, which includes all the Exhibits attached hereto and all valid Work Requests and SOWs submitted by the Parties, is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. This Agreement may only be modified by mutual written agreement of all the Parties.
- (s) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- (t) Survival. Sections 6 (Term and Termination), 7 (Infringement Indemnification), 8 (Warranties), 9 (Confidential Information), 10 (Limitation of Liability), 11 (Consequential Damages Waiver), and 12 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.

(balance of this page left intentionally blank – signature page follows)

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date by their authorized representatives:

DEPOSITOR	
Signature	
Print Name	
Title	
Date	
Email Address	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	
Print Name	
Title	
Date	
Email Address	ipmclientservices@ironmountain.com

Provide the name and contact information of the Authorized Person under this Agreement. All notices will be sent to the individual at the address set forth below.

Depositor Authorized Person/Notices Table (Required information)	
Print Name	
Title	
Email Address	
Street Address	
Province/City/State	
Postal/Zip Code	
Phone Number	
Fax Number	

Provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.

Billing Contact Information Table (Required information)	
Print Name	
Title	
Email Address	
Street Address	
Province/City/State	
Postal/Zip Code	
Phone Number	
Fax Number	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA. Telephone: 800-875-5669. Facsimile: 770-239-9201

(balance of this page left intentionally blank – EXHIBITS follow)

Exhibit A

Escrow Service Work Request

Master Deposit Account Number	
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Service Check box(es) to order service	Service Description - Three-Party Master Depositor Escrow Service Agreement All services are listed below. Services in shaded tables are required for every new escrow account set up. Some services may not be available under the Agreement.	One-Time Fees	Annual Fees	Paying Party Check box to identify the Paying Party
<input checked="" type="checkbox"/> Setup Fee <input checked="" type="checkbox"/> Deposit Account Fee	<p>Iron Mountain will setup a new escrow deposit account using a standard escrow agreement. Custom contracts are subject to the Custom Contract Fee noted below.</p> <p>Iron Mountain will set up one deposit account to manage and administrate access to Deposit Material that will be secured in a controlled storage environment. Furthermore, Iron Mountain will provide account services that include unlimited deposits, electronic vaulting, access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests. An oversize fee of \$200 USD per 1.2 cubic foot will be charged for deposits that exceed 2.4 cubic feet.</p>	\$2550	\$1,050	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary <input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Beneficiary	Iron Mountain will fulfill a Work Request to add a Beneficiary to an escrow deposit account and manage access rights associated with the account. Beneficiary will have access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests.		\$800	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Additional Deposit Account	Iron Mountain will set up one additional deposit account to manage and administrate access to new Deposit Material that will be securely stored in controlled media vaults in accordance with the service description above and the Agreement that governs the Initial Deposit Account.		\$1,050	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add File List Report	Iron Mountain will fulfill a Work Request to provide a File List Test, which includes a deposit media readability analysis, a file listing, a file classification table, virus scan outputs, and assurance of completed deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Deposit Questionnaire) and stored Deposit Material. Deposit must be provided on CD, DVD-R, or deposited by sFTP.	\$2,500	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 1 - Inventory and Analysis Test	Iron Mountain will perform an Inventory Test on the initial deposit, which includes Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output includes a report which will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit.	\$5,000 or based on SOW if custom work required	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 2 – Deposit Compile Test	Iron Mountain will fulfill a Work Request to perform a Deposit Compile Test, which includes the outputs of the File Listing Report and the Level 1 - Inventory Test as described above plus recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code, pass/fail determination, creation of comprehensive build instructions with a final report sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 3 - Binary Comparison	Iron Mountain will fulfill a Work Request to perform one Deposit Usability Test - Binary Comparison which includes a comparison of the files built from the Deposit Compile Test to the actual licensed technology on the Beneficiary's site to ensure a full match in file size, with a final report sent to the Requesting Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 4 - Full Usability	Iron Mountain will fulfill a Work Request to perform one Deposit Usability Test - Full Usability which includes a confirmation that the built applications work properly when installed, based on pre-determined test scripts provided by the	Based on SOW	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary

	Parties. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.			
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<input type="checkbox"/> Add Deposit Tracking Notification	At least semi-annually, Iron Mountain will send an update reminder to Depositor. Thereafter, Beneficiary will be notified of last deposit.	N/A	\$450	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Dual/Remote Vaulting	Iron Mountain will fulfill a Work Request to store and manage the deposit materials in a remote location, designated by the client, outside of Iron Mountain's primary escrow vaulting location or to store and manage a redundant copy of the deposit materials in one (1) additional location. All Deposit Materials (original and copy) must be provided by the Depositor.	N/A	\$500	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Release Deposit Material	Iron Mountain will process a Work Request to release Deposit Material by following the specific procedures defined in Exhibit C "Release of Deposit Material" the Escrow Service Agreement.	\$500	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Custom Services	Iron Mountain will provide its Escrow Expert consulting based on a custom SOW mutually agreed to by all Parties.	\$200/hour	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Custom Contract Fee	Custom contracts are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.	\$750	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary

Exhibit B**Deposit Material Description**

Company Name		Deposit Account Number	
Deposit Name		Deposit Version	

(Deposit Name will appear in account history reports)

Deposit Media

(Please Label All Media with the Deposit Name Provided Above)

Media Type	Quantity	Media Type	Quantity
<input type="checkbox"/> CD-ROM / DVD		<input type="checkbox"/> 3.5" Floppy Disk	
<input type="checkbox"/> DLT Tape		<input type="checkbox"/> Documentation	
<input type="checkbox"/> DAT Tape		<input type="checkbox"/> Hard Drive / CPU	
		<input type="checkbox"/> Circuit Board	

	Total Size of Transmission (specify in bytes)	# of Files	# of Folders
<input type="checkbox"/> Electronic Deposit			
<input type="checkbox"/> Other (please describe below):			

Deposit Encryption

(Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted? Yes or No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit.

Encryption tool name		Version	
Hardware required			
Software required			
Other required information			

Deposit Certification (Please check the box below to Certify and Provide your Contact Information)

<input type="checkbox"/> I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.		<input type="checkbox"/> Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies.	
Name		Name	
Date		Date	
Email Address			
Telephone Number			
Fax Number			

Note: If Depositor is physically sending Deposit Material to Iron Mountain, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:

Iron Mountain Intellectual Property Management, Inc.

Attn: Vault Administration

2100 Norcross Parkway, Suite 150

Norcross, GA 30071

Telephone: 800-875-5669

Facsimile: 770-239-9201

Exhibit C

Release of Deposit Material

Master Deposit Account Number	
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Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material. All notices under this Exhibit C shall be sent pursuant to the terms of Section 12(h) Notices.

1. Release Conditions.

Depositor and Beneficiary agree that a Work Request for the release of the Deposit Material shall be based solely on one or more of the following conditions (defined as “**Release Conditions**”):

- (i) Depositor files for bankruptcy and has not reorganized within 180 days of the filing.

2. Release Work Request.

A Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. Iron Mountain will send a written notice of this Beneficiary Work Request within five (5) business days to the Depositor’s Authorized Person.

3. Contrary Instructions.

From the date Iron Mountain mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor Authorized Person(s) shall have ten (10) business days to deliver to Iron Mountain contrary instructions. Contrary instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured (“**Contrary Instructions**”). Contrary Instructions shall be on company letterhead and signed by a Depositor Authorized Person. Upon receipt of Contrary Instructions, Iron Mountain shall promptly send a copy to Beneficiary’s Authorized Person(s). Additionally, Iron Mountain shall notify both Depositor and Beneficiary Authorized Person(s) that there is a dispute to be resolved pursuant to the Disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) joint instructions from Depositor and Beneficiary with instructions to release the Deposit Material; or (ii) dispute resolution pursuant to the Disputes provisions of this Agreement; or (iii) withdrawal of Contrary Instructions from Depositor’s Authorized Person or legal representative; or (iv) receipt of an order from a court of competent jurisdiction.

4. Release of Deposit Material.

If Iron Mountain does not receive timely Contrary Instructions from a Depositor Authorized Person, Iron Mountain is authorized to release Deposit Material to the Beneficiary or, if more than one Beneficiary is registered to the deposit, to release a copy of Deposit Material to the Beneficiary. Iron Mountain is entitled to receive any undisputed, unpaid Service Fees due Iron Mountain from the Parties before fulfilling the Work Request to release Deposit Material covered under this Agreement. Any Party may cure a default of payment of Service Fees.

5. Termination of Agreement.

This Agreement will terminate upon the release of Deposit Material held by Iron Mountain. For the avoidance of doubt, each enrollment of a Beneficiary made by the respective parties signing the Beneficiary Enrollment Form attached hereto as Exhibit E constitutes and shall be construed as a separate agreement between Iron Mountain, Depositor and the signing Beneficiary.

6. Right to Use Following Release.

Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.

Exhibit D

Auxiliary Deposit Account to Escrow Agreement

Master Deposit Account Number	
Auxiliary Deposit Account Number	

_____ ("**Depositor**"), and Iron Mountain Intellectual Property Management, Inc. ("**Iron Mountain**") have entered into the above referenced Escrow Agreement ("**Agreement**"). Pursuant to that Agreement Beneficiary or Depositor may create additional deposit accounts ("**Auxiliary Deposit Account**") for the purpose of holding additional Deposit Material in a separate account which Iron Mountain will maintain separately from other deposit accounts under this Agreement. The new account will be referenced by the following name: _____ ("**Deposit Account Name**").

Pursuant to the Agreement, Depositor may submit material to be held in this Auxiliary Deposit Account by submitting a properly filled out Exhibit B with the Deposit Material to Iron Mountain. For avoidance of doubt, Beneficiary's rights and obligations relative to the Deposit Material held in any deposit account under this Agreement are governed by the express terms of the Agreement; this form does not provide any additional rights in the Deposit Material.

Depositor Authorized Person(s) Notices Table

Please provide the name(s) and contact information of the Depositor Authorized Person(s) for this Deposit Account. It is the intent of the Parties that the individual identified below will act as the Authorized Person with respect to this Deposit Account. All Notices will be sent electronically or through regular mail to the appropriate address set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.

Print Name	
Title	
Email Address	
Street Address	
Province/City/State	
Postal/Zip Code	
Phone Number	
Fax Number	

Billing Contact Information Table

All Invoices for Deposit Account Fees will be sent to the contact set forth below.

Company Name	
Print Name	
Title	
Email Address	
Street Address	
Province/City/State	
Postal/Zip Code	
Phone Number	

Fax Number	
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The undersigned hereby agrees that all terms and conditions of the above referenced Escrow Agreement will govern this Auxiliary Deposit Account. The termination or expiration of any other deposit account will not affect this account.

DEPOSITOR	
Signature	
Print Name	
Title	
Date	
Email Address	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	
Print Name	
Title	
Date	
Email Address	ipmclientservices@ironmountain.com

Exhibit E

Beneficiary Enrollment Form

Depositor and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"), hereby acknowledge that **Beneficiary Company Name:** _____ is the **Beneficiary** referred to in the Escrow Agreement that supports **Deposit Account Number:** _____ with Iron Mountain as the escrow agent. **Beneficiary** hereby agrees to be bound by all provisions of such Agreement. The last date noted on the signature blocks of this enrollment shall be the Effective Date.

Authorized Person(s) Notices Table			
Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. Please complete all information as applicable. Incomplete information may result in a delay of processing.			
DEPOSITOR		BENEFICIARY	
Print Name		Print Name	
Title		Title	
Email Address		Email Address	
Street Address		Street Address	
Province/City/State		Province/City/State	
Postal/Zip Code		Postal/Zip Code	
Phone Number		Phone Number	
Fax Number		Fax Number	
Billing Contact Information Table			
Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.			
DEPOSITOR		BENEFICIARY	
<input type="checkbox"/> <i>Check if same as Authorized Person</i>		<input type="checkbox"/> <i>Check if same as Authorized Person</i>	
Company Name		Company Name	
Print Name		Print Name	
Title		Title	
Email Address		Email Address	
Street Address		Street Address	
Province/City/State		Province/City/State	
Postal/Zip Code		Postal/Zip Code	
Phone Number		Phone Number	
Fax Number		Fax Number	
Purchase Order #		Purchase Order #	

Beneficiary Enrollment Form Work Request				
Please check boxes to order services and to identify the Paying Party				
Service	Service Description	One-Time Fees	Annual Fees	Paying Party
<input checked="" type="checkbox"/> Add Additional Beneficiary	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow deposit account in accordance with the Agreement.		\$800	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Additional Deposit Account	Iron Mountain will set up one additional deposit account to manage and administrate access to new Deposit Material that will be securely stored in controlled media vaults in accordance with the Agreement that governs the Initial Deposit Account.		\$1,050	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add File List Report	Iron Mountain will fulfill a Work Request to provide a File List Test, which includes a deposit media readability analysis, a file listing, a file classification table, virus scan outputs, and assurance of completed deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Deposit Questionnaire) and stored Deposit Material. Deposit must be provided on CD, DVD-R, or deposited by sFTP.	\$2,500	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> Add Level 1 - Inventory and Analysis Test	Iron Mountain will perform an Inventory Test on the initial deposit, which includes Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output includes a report which will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit.	\$5,000 or based on SOW if custom work required	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary

IN WITNESS WHEREOF, the Parties have duly executed this Enrollment as of the Effective Date by their authorized representatives:

DEPOSITOR		BENEFICIARY	
Signature		Signature	

Print Name		Print Name	
Title		Title	
Date		Date	
Email Address		Email Address	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	
Print Name	
Title	
Date	
Email Address	ipmclientservices@ironmountain.com

All notices to **Iron Mountain Intellectual Property Management, Inc.** should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA. Telephone: 800-875-5669. Facsimile: 770-239-9201

Exhibit Q

Escrow Deposit Questionnaire

Purpose of Questionnaire

In order for Iron Mountain to determine the deposit material requirements and to quote fees associated with verification services, a completed deposit questionnaire is requested. It is the responsibility of the escrow depositor to complete the questionnaire.

Instructions

Please complete the questionnaire in its entirety by answering every question accurately. Upon completion, please return the completed questionnaire to Marc Sylvestre at marc.sylvestre@ironmountain.com.

A. General Description

1. What is the general function of the software to be placed into escrow?
2. On what media will the source code be delivered?
3. If the deposit is on magnetic tape media, what tape format (e.g. DAT DDS4, DLT 8000, LTO-3, etc.) will be used for the deposit?
4. Again if the deposit is on tape, what operating system and version was used to create the tape and what tools (either native OS (e.g. tar, cpio, etc.) or commercial (e.g. Backup Exec, NetBackup, ArcServ etc.) were used to load the data; if a third party or commercial software tool was used, please specify the vendor and exact version of the tool used.
5. Will the deposit be in the format of a database/repository of any type of Versioning or Configuration Management Tool (e.g. Visual Source Safe, Clearcase, Perforce, etc.) or will the software in the deposit be in a clear text/native file system format? If a Versioning or CM tool will be necessary to examine any part the deposit contents, please specify the Vendor and tool and exact version used.
6. Is the software deposit encrypted, including password protected archives, in any way? If so, what tool and version will be used to perform the encryption and will all necessary userid's, passwords or encryption keys be provided to extract the software?
7. What is the total uncompressed size of the deposit in megabytes?

B. Requirements for the Assembly of the Deposit

1. Describe the nature of the source code in the deposit. (Does the deposit include interpreted code, compiled source, or a mixture? How do the different parts of the deposit relate to each other?) What types of source code make up the escrow deposit (e.g. – C++, Java, etc.)
2. How many build processes are there?
3. How many unique build environments are required to assemble the material in the escrow deposit into the deliverables?
4. What hardware is required for each build environment to compile the software? (including memory, disk space, etc.)
 - (a)
5. What operating systems (including versions) are used during compilation? Is the software executed on any other operating systems/version?
 - (b)
6. How many separate deliverable components (executables, share libraries, etc.) are built?
 - (c)
7. What compilers/linkers/other tools (brand and version) are necessary to build the application?

(d)

8. What, if any, third-party libraries are used to build the software? Please specify vendor, tool name and exact or minimum required version. If multiple build environments are required please specify for which environment each tool is required.

(e)

9. If a database of any kind is necessary to support compilation, is a running instance of the database necessary or is a static instance consisting of the static and shared libraries and/or header files installed by the database sufficient to support compilation? If not already identified above, please provide the vendor and version of the required database.
10. How long does a complete build of the software take? How much of that time requires some form of human interaction and how much is automated?
11. Does the escrow deposit contain formal build document(s) describing the necessary steps for build system configuration and compilation?

C. Requirements for the Execution of the Software Protected by the Deposit

1. What are the system hardware requirements to successfully execute the software? (memory, disk space, etc.); please include any additional peripheral devices that may be necessary to support correct function of the software/system.
2. What is the minimum number of machines required to completely set up the software sufficient to support functional testing? What Operating systems and version are required for each machine?
3. Beyond the operating systems, what additional third party software and tools are required to execute the escrowed software and verify correct operation? Please provide vendor and versions of all third party tools or libraries required to completely configure a system suitable to support functional testing. If multiple machines are required to support testing, please identify the software to be installed to each machine.
4. Is a database of any kind required to support functional testing of the software? If so please provide the vendor and version required.
5. If a database is required, does the escrow deposit contain or can the depositor provide scripts and backups/imports necessary to create a database instance suitable to support functional testing.
Note: a database containing test data is satisfactory to support functional testing so long as the data is realistic.
6. Including the installation of any software tools required to support the function of the escrowed software, approximately how much time is required to setup and configure a system suitable to support functional testing?
7. Approximately how much time would be required to perform a set of limited tests once a test system is configured?
8. Does the escrow deposit contain or can the depositor provide test plans, scripts or procedures to facilitate testing?
9. With the exception of any database identified above, are any connections to external data sources, feeds or sinks required in order to support the proper functioning of the software and to support testing of the software?

D. Technical Contact information

Please list the appropriate technical person(s) Iron Mountain may contact regarding this set of escrow deposit materials.

i). COMPANY:	
ii). SIGNATURE:	
PRINT NAME:	
ADDRESS 1:	
ADDRESS 2:	
CITY, STATE, ZIP	
TELEPHONE:	
EMAIL ADDRESS:	

For additional information about Iron Mountain Technical Verification Services, please contact your Iron Mountain Account Representative



**EXHIBIT D SOW TEMPLATE
CONTRACT NUMBER VA-140530-IAC
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
COLOSSUS INCORPORATED d/b/a INTERACT PUBLIC SAFETY SYSTEMS**

Exhibit D is hereby incorporated into and made an integral part of Contract Number VA-140530-IAC (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Colossus Incorporated d/b/a Interact Public Safety Systems (“Supplier”).

In the event of any discrepancy between this Exhibit D and the Contract, the provisions of the Contract shall control.

**EXHIBIT D-X STATEMENT OF WORK (SOW) TEMPLATE
BETWEEN (NAME OF AUTHORIZED USER) AND COLOSSUS INCORPORATED d/b/a INTERACT
PUBLIC SAFETY SYSTEMS**

ISSUED UNDER

**CONTRACT NUMBER VA-140530-IAC
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
COLOSSUS INCORPORATED d/b/a INTERACT PUBLIC SAFETY SYSTEMS**

Exhibit D-X, between (Name of Agency/Institution) and Colossus Incorporated d/b/a Interact Public Safety Systems (“Supplier”) is hereby incorporated into and made an integral part of Contract Number VA-140530-IAC (“Contract”) between the Virginia Information Technologies Agency (“VITA”) on behalf of the Commonwealth of Virginia and Supplier.

In the event of any discrepancy between this Exhibit D-X and the Contract, the provisions of the Contract shall control.

*[Note to Template Users: Instructions for using this template to draft a Statement of Work are in gray highlight and **italics**. These instructions should be deleted after the appropriate text has been added to the Statement of Work. Contractual language is **not italicized** and should remain in the document. Text that is highlighted in blue is variable based on the nature of the project.]*

STATEMENT OF WORK

This Statement of Work (SOW) is issued by the (Name of Agency/Institution), hereinafter referred to as "Authorized User" under the provisions of the Contract,". The objective of the project described in this SOW is for the Supplier to provide the Authorized User with a Solution ("Solution") or Services ("Services") or Software ("Software") or Hardware and Maintenance or Licensed Application Services" for Authorized User Project Name. *(Customize the last sentence to state what you are getting from the Supplier, based on the VITA Contract language, and with your project name.)*

1. PERIOD OF PERFORMANCE

The work authorized in this SOW will occur within XX (XX) months of execution of this Statement of Work. This includes delivery, installation, implementation, integration, testing and acceptance all of products and services necessary to implement the Authorized User's Solution, training, and any support, other than on-going maintenance services. The period of performance for maintenance services shall be one (1) year after implementation or end of Warranty Period and may be extended for additional one (1) year periods, pursuant to and unless otherwise specified in the Contract. *(Customize this section to match what you are getting from the Supplier, based on the allowable scope of the VITA Contract and your project's specific needs within that allowable scope.)*

2. PLACE OF PERFORMANCE

(Assign performance locations to major milestones or any other project granularity, depending on your transparency and governance needs, if needed.)

Tasks associated with this project will be performed at the Authorized User's location(s) in City/State, at Supplier's location(s) in City/State, or other locations as required by the effort.

3. PROJECT DEFINITIONS

(Provide project unique definitions so that all stakeholders have the same understanding. Ensure these do not conflict with the Contract definition.)

All definitions of the Contract shall apply to and take precedence over this SOW. Authorized User's specific project definitions are listed below:

4. PROJECT SCOPE

(Provide a description of the scope of your project and carve out what is NOT in the scope of your project. Remember that it must fit within the VITA Contract scope.)

A. General Description of the Project Scope

B. Project Boundaries

5. AUTHORIZED USER'S SPECIFIC REQUIREMENTS

(Provide information about your project's and your agency's specific requirements for this particular project including, but not limited to the following subsections):

A. Authorized User-Specific Requirements

B. Special Considerations for Implementing Technology at Authorized User's Location(s)

C. Other Project Characteristics to Insure Success

6. CURRENT SITUATION

(Provide enough background information to clearly state the current situation to Supplier so that Supplier cannot come back during performance claiming any unknowns or surprises. Some example subsections are provided below. You may collapse/expand as you feel is necessary to provide adequate information and detail.)

- A. Background of Authorized User's Business Situation**
- B. Current Architecture and Operating System**
- C. Current Work Flow/Business Flow and Processes**
- D. Current Legacy Systems**
- E. Current System Dependencies**
- F. Current Infrastructure (Limitations, Restrictions)**
- G. Usage/Audience Information**

7. PRODUCTS AND SERVICES TO SUPPORT THE PROJECT REQUIREMENTS (AND/OR SOLUTION)

A. Required Products (or Solution Components)

(List the products, or if your project is for a Solution, the Solution components, (hardware, software, etc.) provided by Supplier that will be used to support your project requirements. Identify any special configuration requirements, and describe the system infrastructure to be provided by the Authorized User. Provide an overview that reflects how the system will be deployed within the Authorized User's environment. You are urged to refer to the VITA Contract for allowable scope and other guidance in drafting language for this section.)

B. Required Services

(List the services (e.g., requirements development, Solution design, configuration, interface design, data conversion, installation, implementation, testing, training, risk assessment, performance assessment, support and maintenance) that will be provided by Supplier in the performance of your project. You are urged to refer to the VITA Contract for the definition of Services and for the allowable scope in drafting language for this section. You will notice subsections "C" and "D" below offer areas for expanded detail on training, support and maintenance services. You may add other subsections in which you wish to expand the information/details/requirements for other service areas as well. It is likely some of this detail will be a combination of your known needs and the Supplier's proposal. In all cases the provisions should include all negotiated commitments by both parties, even if you reference by incorporation the Supplier's proposal in any subsection.)

C. Training Requirements and/or Authorized User Self-Sufficiency/Knowledge Transfer

(Provide an overview and details of training services to be provided for your project and any special requirements for specific knowledge transfer to support successful implementation of the Solution. If the intent is for the Authorized User to become self-sufficient in operating or maintaining the Solution, determine the type of training necessary, and develop a training plan, for such user self-sufficiency. Describe how the Supplier will complete knowledge transfer in the event this Statement of Work is not completed due to actions of Supplier or the non-appropriation of funds for completion affecting the Authorized User. You may refer to the VITA Contract for guidance on the allowable scope for this.

D. Support and Maintenance Requirements

(Document the level of support, as available under the Contract, required by your project to operate and maintain the Solution. This may include conversion support, legacy system integration, transition assistance, Solution maintenance (including maintenance level), or other specialized consulting to facilitate delivery or use of the Solution.

E. Personnel Requirements

(Provide any supplier personnel qualifications, requirements, licenses, certifications or restrictions including project manager, key personnel, subcontractors, etc., but ensure they do not conflict with the VITA Contract terms.)

F. Transition Phase-In/Phase-Out Requirements

(Describe any specific requirements for orientation or phasing in and/or phasing out of the project with the Supplier. Be specific on what the project needs and expected results are, the duration and other pertinent detail, but ensure they do not conflict with the VITA Contract provision(s) regarding Transition of Services or with any other training requirements in the SOW.)

8. TOTAL PROJECT PRICE

The total Fixed Price for this Project shall not exceed \$US XXX.

Supplier's invoices shall show retainage of _____ Following completion of Solution implementation, Supplier shall submit a final invoice to the Authorized User, for the final milestone payment amount shown in the table in section 9 below, plus the total amount retained by the Authorized User. If travel expenses are not included in the fixed price of the Solution, such expenses shall be reimbursed in accordance with Commonwealth of Virginia travel policies as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov>). In order to be reimbursed for travel expenses, Supplier must submit an estimate of such expenses to Authorized User for approval prior to incurring such expenses.

(Sections 9 through 11 should be used or deleted depending on the project's complexity, risk and need for governance. For a simple project you may only need the section 10 table, but for a more complex project, or a major IT project, you may need a combination of or all of the tables for check and balance and redundancy.)

9. PROJECT DELIVERABLES

(Provide a list of Supplier's deliverable expectations. The table is to be customized for the Authorized User's project. You may want to categorize deliverables for each phase or major milestone of the project and then categorize other interim deliverables and/or performance and status reports under one of them or under an Administrative or Project Management section.)

The following deliverables are to be provided by Supplier under this SOW. Subsequent sections may include further detail on the content requirements for some deliverables.

No.	Title	Due Date	Format Required (i.e., electronic/hard copy/CD/DVD)	Distribution Recipients	Review Complete Due Date	Final Due Date
	Project Plan					
	Design Plan					
	Implementation Plan					
	Data Conversion Plan					
	Risk Assessment Plan					
	Test Plan					
	Training Plan					
	Performance Plan					
	Contingency Plan					
	Disaster Recovery Plan					
	Cutover Plan					
	Change Management Plan					
	Transition Plan					
	Monthly Status Reports					

	Quarterly Performance /SLA Reports					
	Training Manual					
	Final Solution Submission Letter					
	Final Acceptance Letter					

10. MILESTONES, DELIVERABLES, PAYMENT SCHEDULE, AND HOLDBACKS

(This table should include the project's milestone events, associated deliverables, when due, milestone payments, any retainage amount to be held until final acceptance and the net payment you promise to pay for each completed and accepted milestone event. This table includes sample data only and must be customized for your project needs.)

The following table identifies milestone events and deliverables, the associated schedule, any associated payments, any retainage amounts, and net payments.

Milestone Event	Associated Milestone Deliverable(s)	Schedule	Payment	Retainage	Net Payment
Project kick-off meeting	---	_____	---	---	---
_____	_____	_____	---	---	---
_____	_____	_____	_____	_____	_____
_____	_____	_____			
_____	_____	_____			
_____	_____	_____	_____	_____	_____
_____	---	_____	_____	_____	_____
_____	---	_____	_____	_____	_____
_____	---	_____	---	---	---
_____	_____	_____	_____	_____	_____
_____	---	_____	_____	_____	_____
_____	_____	_____	_____	--	_____
Final Acceptance		_____	--	--	_____

11. EVENTS AND TASKS FOR EACH MILESTONE

(If needed, provide a table of detailed project events and tasks to be accomplished to deliver the required milestones and deliverables for the complete Solution. Reference each with the relevant milestone. A Work Breakdown Structure can be used as shown in the table below or at the very least a Project Plan should have this granularity. The Supplier's proposal should be tailored to the level of detail desired by the Authorized User's business owner/project manager for project governance.)

The following table identifies project milestone events and deliverables in a Work Breakdown Structure format.

WBS No.	Milestone	Milestone Event	Milestone Task	Interim Task Deliverables	Duration
1.0	_____				
1.1		_____			

1,1,1			_____	_____	_____
1.1.2			_____	_____	_____
1.2		_____			

12. ACCEPTANCE CRITERIA

(This section should reflect the mutually agreed upon UAT and Acceptance Criteria specific to this engagement. Please read the VITA contract definitions for the definitions or Requirements and Acceptance. Ensure the language in this section does not conflict with the VITA Contract language.)

Acceptance Criteria for this Solution will be based on a User Acceptance Test (UAT) designed by Supplier and accepted by the Authorized User. The UAT will ensure that all of the requirements and functionality required for the Solution have been successfully delivered. Supplier will provide the Authorized User with a detailed test plan and acceptance check list based on the mutually agreed upon UAT Plan. This UAT Plan check-list is incorporated into this SOW in Exhibit B-X.

Each deliverable created under this Statement of Work will be delivered to the Authorized User with a Deliverable Acceptance Receipt. This receipt will describe the deliverable and provide the Authorized User’s Project Manager with space to indicate if the deliverable is accepted, rejected, or conditionally accepted. Conditionally Accepted deliverables will contain a list of deficiencies that need to be corrected in order for the deliverable to be accepted by the Project Manager. The Project Manager will have ten (10) days from receipt of the deliverable to provide Supplier with the signed Acceptance Receipt unless an alternative schedule is mutually agreed to between Supplier and the Authorized User in advance.

13. PROJECT ASSUMPTIONS AND PROJECT ROLES AND RESPONSIBILITIES

(This section contains areas to address project assumptions by both the Supplier and the Authorized User and to assign project-specific roles and responsibilities between the parties. Make sure that all assumptions are included to alleviate surprises during the project. Ensure that all primary and secondary (as needed) roles and responsibilities are included. You will tailor the Responsibility Matrix table below to fit your project’s needs.)

A. Project Assumptions

The following assumptions are specific to this project:

B. Project Roles and Responsibilities

The following roles and responsibilities have been defined for this project:

(Sample Responsibility Matrix)

Responsibility Matrix	Supplier	Authorized User
Infrastructure – Preparing the system infrastructure that meets the recommended configuration defined in Section 2B herein		√
Server Hardware		√
Server Operating		√
Server Network Connectivity		√
Relational Database Management Software (Installation and Implementation)		√
Server Modules – Installation and Implementation	√	
PC Workstations – Hardware, Operating System, Network Connectivity		√
PC Workstations – Client Software		√
Application Installation on PC Workstations	√	
Wireless Network Access Points	√	

Cabling, Electric and User Network Connectivity from Access Points		√
Wireless Mobile Computing Products – Scanners, printers	√	
Project Planning and Management	√	√
Requirements Analysis	√	√
Application Design and Implementation	√	
Product Installation, Implementation and Testing	√	
Conversion Support	√	
Conversion Support -- Subject Matter Expertise		√
Documentation	√	
Training	√	
Product Maintenance and Support	√	
Problem Tracking	√	√
Troubleshooting – IT Infrastructure		√
Troubleshooting – Solution	√	

14. COMMONWEALTH AND SUPPLIER-FURNISHED MATERIALS, EQUIPMENT, FACILITIES AND PROPERTY

(In this section, provide details of any materials, equipment, facilities and property to be provided by your Agency or the Supplier in performance of this project. If none, so state so that the requirements are clear. If delivery of any of these is critical to the schedule, you may want to identify such delivery with hard due dates tied to “business days after project start” or “days after event/milestone.” Be sure to specify the delivery and point of contact information.)

A. PROVIDED BY THE COMMONWEALTH

B. PROVIDED BY THE SUPPLIER

15. SECURITY REQUIREMENTS

(Provide (or reference as an Attachment) Authorized User’s security requirements.)

For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier’s employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier’s employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or an employee or agent of Supplier shall constitute a breach of the Contract.

Supplier shall comply with all requirements in the Security Compliance section of the Contract

16. REQUIRED STANDARDS, CERTIFICATIONS AND SPECIFICATIONS

In addition to any standards and specifications included in the Contract, Supplier shall follow the standards and specifications listed below during performance of this effort.

(List any specific Commonwealth, VITA, Federal, engineering, trade/industry or professional standards, certifications and specifications that Supplier is required to follow or possess in performing this work. The first bullet includes a link to COVA-required standards for all Commonwealth technology projects. The rest are examples only and highlighted to reflect this. If you need an exception of any COVA-required standard, please follow the process located at this link: <http://www.vita.virginia.gov/oversight/default.aspx?id=10344> and select the Data Standards Guidance bulleted link. Your AITR can assist you.

- COV ITRM Policies and Standards: <http://www.vita.virginia.gov/library/default.aspx?id=537>
- IEEE 802®
- HIPAA
- SAS 70 Type II

17. U.S. ENVIRONMENTAL PROTECTION AGENCY'S AND DEPARTMENT OF ENERGY'S ENERGY STAR GUIDELINES RISK MANAGEMENT

(Risk is a function of the probability of an event occurring and the impact of the negative effects if it does occur. Negative effects include schedule delay, increased costs, failure of dependent legacy system interoperability, other project dependencies that don't align with this project's schedule, and poor quality of deliverables. Depending on the level of risk of this project, as assessed by your Project Manager and/or Steering Committee, this section may contain any or all of the following components, at a level of detail commensurate with the level of risk. Remember to add them to the Deliverables table.)

C. Initial Risk Assessment

Authorized User and Supplier shall each provide an initial assessment from their point of view.

D. Risk Management Strategy

(The list below is taken from VITA PMD template discussing what should go into a Risk Management Strategy. Don't forget to consider and plan for any budget contingencies to accommodate potential risks that are identified.)

1. **Risk Identification Process:** The processes for risk identification.
2. **Risk Evaluation and Prioritization:** How risks are evaluated and prioritized.
3. **Risk Mitigation Options:** Describe the risk mitigation options. They must be realistic and available to the project team.
4. **Risk Plan Maintenance:** Describe how the risk plan is maintained during the project lifecycle.
5. **Risk Management Responsibilities:** Identify all project team members with specific risk management responsibilities. (e.g., an individual responsible for updating the plan or an individual assigned as a manager).

E. Risk Management Plan

(Include a description of frequency and form of reviews, project team responsibilities, steering and oversight committee responsibilities and documentation. Be sure to add all deliverables associated with risk strategizing and planning to the list of Deliverables.)

18. DISASTER RECOVERY

Planning for disaster recovery for your project is paramount to ensure continuity of service. The criticalness and complexity of your project, including its workflow into other dependent systems of the Commonwealth or federal systems, will help you determine if you require a simple contingency plan or a full-blow contingency plan that follows the Commonwealth's ITRM Guideline SEC508-00 found at this link:

http://www.vita.virginia.gov/uploadedFiles/Library/ContingencyPlanningGuideline04_18_2007.pdf

It is advisable that you visit the link before making your decision on how you need to address contingency planning and related deliverables in this SOW; as well as, how this will impact your planned budget. A likely deliverable for this section would be a Continuity of Operations Plan. You may choose to include the above link in your final SOW to describe what the Plan will entail. The same link includes the following processes, which you may choose to list in your final requirements for this section, to be performed by your team, the Supplier or both and/or a steering committee if your project warrants such oversight and approval:

- *Development of the IT components of the Continuity of Operations Plan (COOP)*
- *Development and exercise of the IT Disaster Recovery Plan (IT DRP) within the COOP*
- *Development and exercise of the IT System Backup and Restoration Plan*

19. PERFORMANCE BOND

(If your project is sizeable, complex and/or critical, and the VITA Contract does not already provide for a performance bond, you may want the Supplier to provide one. The VITA Contract may include an Errors and Omissions insurance requirement, which would cover the Supplier's liability for any breach of the Contract or this SOW. Be sure to read the Contract for this information. However, if you feel that this project warrants further performance incentive due to the project or the Supplier's viability, you may include the following language in this section.)

20. OTHER TECHNICAL/FUNCTIONAL REQUIREMENTS

(Provide any other unique project technical and functional requirements and expectations in sufficient detail in this section. Ensure they do not conflict with existing requirements in the VITA Contract. Several examples are listed.)

F. _____

G. _____

H. _____

I. _____

21. REPORTING

(The following are examples of reporting requirements which may be included in your SOW depending on the project's need for governance. In an effort to help VITA monitor Supplier performance, it is strongly recommended that the SOW include "Supplier Performance Assessments". These assessments may be performed at the Project Manager's discretion and are not mandated by VITA.)

A. Weekly/Bi-weekly Status Update.

The weekly/bi-weekly status report, to be submitted by Supplier to the Authorized User, should include: accomplishments to date as compared to the project plan; any changes in tasks, resources or schedule with new target dates, if necessary; all open issues or questions regarding the project; action plan for addressing open issues or questions and potential impacts on the project; risk management reporting.

B. Supplier Performance Self-Assessment.

Within thirty (30) days of execution of the project start, the Supplier and the Authorized User will agree on Supplier performance self-assessment criteria. Supplier shall prepare a monthly self-assessment to report on such criteria. Supplier shall submit its self-assessment to the Authorized User who will have five (5) days to respond to Supplier with any comments. If the Authorized User agrees with Supplier's self-assessment, such Authorized User will sign the self-assessment and submit a copy to the VITA Supplier Relationship Manager.

C. Performance Auditing

(If you have included service level requirements in the above section entitled, Other Technical/Functional Requirements, you will want to include a requirement here for your ability to audit the results of the Supplier's fulfillment of all requirements, Likewise, you may want to include your validation audit of the Supplier's performance reporting under this Reporting section. It is important, however, that you read the VITA contract prior to developing this section's content so that

conflicts are avoided. Suggested language is provided below, but must be customized for your project.)

_____. (If none, you may add your escalation procedure in this section.)

D. Supplier Performance Assessments

(You may want to develop assessments of the Supplier's performance and disseminate such assessments to other Authorized Users of the VITA Contract. Prior to dissemination of such assessments, Supplier will have an opportunity to respond to the assessments, and independent verification of the assessment may be utilized in the case of disagreement.)

22. CHANGE MANAGEMENT

(Changes to the baseline SOW must be documented for proper project oversight. Depending on your project, you may need to manage and capture changes to configuration, incidents, deliverables, schedule, price or other factors your team designates as critical. Any price changes must be done in compliance with the Code of Virginia, § 2.2-4309. Modification of the contract, found at this link: <http://leg1.state.va.us/cgi-bin/legp504.exe?000+coh+2.2-4309+500825>. Changes to the scope of this SOW must stay within the boundaries of the scope of the VITA Contract.

For complex and/or major projects, it is recommended that you use the VITA PMD processes and templates located at: <http://www.vita.virginia.gov/oversight/projects/default.aspx?id=567>. Administrative or non-technical/functional changes (deliverables, schedule, point of contact, reporting, etc.) should extrapolate the affected sections of this SOW in a "from/to" format and be placed in a numbered modification letter referencing this SOW and date, with a new effective date. The VITA Contract may include a template for your use or you may obtain one from the VITA Contract's Point of Contact. It is very important that changes do not conflict with, but do comply with, the VITA Contract, which takes precedence. The following language may be included in this section, but additional language is needed to list any technical/functional change management areas specific to this SOW; i.e., configuration, incident, work flow, or any others of a technical/functional nature.)

All changes to this SOW must comply with the Contract. Price changes must comply with the Code of Virginia, § 2.2-4309. Modification of the contract, found at this link: <http://leg1.state.va.us/cgi-bin/legp504.exe?000+coh+2.2-4309+500825>

All changes to this SOW shall be in written form and fully executed between the Authorized User's and the Supplier's authorized representatives. For administrative changes, the parties agree to use the change template, attached to this SOW. For technical/functional change management requirements, listed below, the parties agree to follow the processes and use the templates provided at this link: <http://www.vita.virginia.gov/oversight/projects/default.aspx?id=567>

23. POINT OF CONTACT

For the duration of this project, the following project managers shall serve as the points of contact for day-to-day communication:

Authorized User: _____

Supplier: _____

By signing below, both parties agree to the terms of this Exhibit.

Supplier:

Authorized User:

(Name of Supplier)

(Name of Agency/Institution)

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____



**EXHIBIT E CHANGE ORDER TEMPLATE
CONTRACT NUMBER VA-140530-IAC
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
COLOSSUS INCORPORATED d/b/a INTERACT PUBLIC SAFETY SYSTEMS**

Exhibit E is hereby incorporated into and made an integral part of Contract Number VA-140530-IAC (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Colossus Incorporated d/b/a Interact Public Safety Systems (“Supplier”).

In the event of any discrepancy between this Exhibit E and the Contract, the provisions of the Contract shall control.

This Change Order No. XXX hereby modifies and is made an integral part of Statement of Work D-X (“SOW”), between NAME OF AGENCY/INSTITUTION (“Authorized User”) and Colossus Incorporated d/b/a Interact Public Safety Systems (“Supplier”), which was issued under Contract Number VA-140530-IAC (“Contract”) between the Virginia Information Technologies Agency (“VITA”) and Supplier, on behalf of the Commonwealth of Virginia and its Authorized Users.

[Note: Instructions for using this template to draft a Change Order are in gray. These instructions should be deleted after the appropriate text has been added to the Change Order. Contractual language is not in gray and should remain in the document. Text that is highlighted in blue is contractual language that is variable based on the nature of the project and in final form should not be highlighted. Agency/Institution should remove the first two lines of the heading, which pertain to this template as an Exhibit to the VITA Contract and remove the Exhibit reference from the header.]

CHANGE ORDER

This is Change Order No. XXX to a SOW issued by Authorized User to Supplier under which Supplier is to provide the Authorized User with a Authorized User Project Name Solution (“Solution”).

The following item(s) is/are hereby modified as follows: *[Note: Include only the sections of the SOW that are being changed. Do not include sections not being modified. Changes should be clearly identified as “From” (copy/paste from current SOW section) and “To” (fully describe the change(s) to the referenced section). Here is an example, using SOW section 1.]*

1. PERIOD OF PERFORMANCE

This Change Order No. XXX is issued pursuant to and, upon execution, shall become incorporated in the SOW, which is incorporated in the Contract. In the event of conflict, the following order of precedence shall apply:

- i). The Contract
- ii). Statement of Work E-X, as amended by this and previous Change Orders, with the more current Change Orders superseding older Change Orders.

The foregoing is the complete and final expression of the agreement between the parties to modify the SOW and cannot be modified, except by a writing signed by duly authorized representatives of both parties hereto.

ALL OTHER TERMS AND CONDITIONS OF THE REFERENCED SOW REMAIN UNCHANGED.

By signing below, the authorized parties agree to the terms of this Change Order No. XXX, effective (INSERT EFFECTIVE DATE).

Supplier
By: _____
(Signature)
Name: _____
(Print)
Title: _____
Date: _____

Authorized User
By: _____
(Signature)
Name: _____
(Print)
Title: _____
Date: _____



**EXHIBIT G LOBBYING CERTIFICATION
CONTRACT NUMBER VA-140530-IAC
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
COLOSSUS INCORPORATED d/b/a INTERACT PUBLIC SAFETY SYSTEMS**

Exhibit G is hereby incorporated into and made an integral part of Contract Number VA-140530-IAC ("Contract") between the Virginia Information Technologies Agency ("VITA" or "Commonwealth" or "State") and Colossus Incorporated d/b/a Interact Public Safety Systems ("Supplier").

In the event of any discrepancy between this Exhibit G and the Contract, the provisions of the Contract shall control.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:

A handwritten signature in cursive script that reads "Cindy Williams". The signature is written in black ink and is positioned above a solid horizontal line.

Printed Name: Cindy Williams, General Counsel

Organization: COLOSSUS, INCORPORATED d/b/a
InterAct Public Safety Systems

Date: May 20, 2014



**EXHIBIT H SERVICE LEVEL AGREEMENT
CONTRACT NUMBER VA-140530-IAC
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
COLOSSUS INCORPORATED d/b/a INTERACT PUBLIC SAFETY SYSTEMS**

Exhibit H is hereby incorporated into and made an integral part of Contract Number VA-140530-IAC (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Colossus Incorporated d/b/a Interact Public Safety Systems (“Supplier”).

In the event of any discrepancy between this Exhibit H and the Contract, the provisions of the Contract shall control.

1. Support Services for Software

a. Description of How Support Is Performed

The Standard Software Maintenance Agreement (“SSMA”) includes the services of InterAct’s technical staff that perform support remotely utilizing the phone and a high-speed internet connection. Software issues can be diagnosed and fixed remotely as long as the Authorized User has not misused the System and has maintained its equipment and Software in accordance with the Systems manual. In any case in which technical staff is required to visit the site to perform support services, the Authorized User will be charged for time and travel at the then current InterAct hourly rate.

b. Covered Software Issues

Software Maintenance covers any issue or problem that is the result of a verifiable, replicable error (InterAct will use all reasonable means to verify and replicate) in the licensed Software (“Verifiable InterAct Issue”). An error will be a Verifiable InterAct Issue only if it constitutes a material failure by the licensed Software to function in accordance with the applicable licensed Software Requirements. Errors caused by the following circumstances are not covered under the SSMA:

- i. The licensed Software was modified by a party other than InterAct or
- ii. The error was caused by a defect, failure or issue with Authorized User’s equipment or third party software not procured by InterAct, unless InterAct specifically indicated the equipment and/or software was interoperable with the licensed Software.

If Technical Support determines the Authorized User’s problem is not caused by InterAct or its proprietary Software, or is otherwise outside InterAct’s reasonable control, InterAct is not obligated to provide support under this Contract. This scenario is called “out of scope support.” For out of scope support the Authorized User agrees to pay InterAct its fees for time and expense at InterAct’s then current rate.

c. Availability of Support—Hours and Days

Authorized User will have access to InterAct’s technical support personnel ("Technical Support"), twenty-four (24) hours a day, seven (7) days a week. Communications with Technical Support will take place through the phone or portal.

The technical support personnel can be reached at the following phone number and portal address:

Phone: Toll Free – 800-274-2911; portal.interact911.com

InterAct provides a single entry point of contact that routes requests/problems to the appropriate Technical Support. The following chart depicts Priority Levels for problem reporting and response plan requirement for ensuring timely restoration. Users will report software and system related problems to the technical support personnel. The user will designate which level of Priority applies based upon the below chart.

Priority Level	Problem Type (if applicable)	Response
Priority 1	Major system failure - application is unavailable for use by at a specified agency.	Within 1 hour from receipt of notification – problems are acknowledged and appropriate personnel are assigned to and engaged in problem resolution with workaround or long term fix.
Priority 2	Significant system impairment – loss of critical operational component, but RMS work may continue to operate.	Within 2 hours from receipt of notification during normal business hours – may include workaround fix or full repair.
Priority 3	Technical questions, upgrades, intermittent problems, system problems being monitored by an InterAct software engineer, questions related to an identified problem, and work to be performed at a later time.	Within 24 hours from receipt of notification during normal business hours.
Priority 4	Scheduled maintenance and scheduled upgrades.	As scheduled.

Service Level	Definition	Measurement	Objective	*Rights and Remedies
**Response Times	Priority 1 Priority 2	Communicate with Authorized User every four (4) hours while determining resolution Communicate with Authorized User every six (6) hours while determining resolution	Communicate with Authorized User every four (4) hours while determining resolution Communicate with Authorized User every six (6) hours while determining resolution	Based on a pattern of non-responsiveness, whereby InterAct does not communicate with a Authorized User for a 24-hour period while resolving a Priority 1 or 2 issue, Authorized User will be given their choice of one (1) Training hour or one (1) Consulting hour to be used at their discretion for each 12-hour period of non-response following the initial 24-hour period.
Availability	Following Acceptance, service availability includes the scheduled uptime of the InterAct proprietary Software.	Annual uptime percentage is calculated by dividing the total uptime hours by the total hours available in the year for the Software. Stop clock provisions apply.	Annual uptime shall be equal to or greater than ninety-nine point nine percent (99.9%).	Five percent (5%) of the recurring annual system maintenance fee of the affective Authorized User if the annual objective is not met.

**InterAct will use commercially reasonable efforts to make the Software available at all times except for planned downtime, which will be announced, or unplanned downtime caused by circumstances beyond its reasonable control. If InterAct Technical Support determines the Authorized User's problem is not caused solely by InterAct or its proprietary Software, or is otherwise outside InterAct's reasonable control (i.e. Authorized User's hardware, environment and/or third party software), InterAct is not obligated to provide support and Rights and Remedies noted herein do not apply.*

*** Response Times does not imply fix or repair. At InterAct's sole discretion, some issues may only be resolved via the next Software release.*

2. Software Maintenance Lapse

The Authorized User shall not be eligible to receive Software Maintenance unless the Authorized User has received such maintenance continuously from the effective date of this Contract or the Authorized User first pays to InterAct such fees as would have been paid to InterAct by the Authorized User for any period in which the Authorized User did not elect to receive such maintenance.

3. Representative

The Authorized User shall designate a specific person or persons from each location at which the Licensed Software is installed to be the point of contact under this Contract (the "Representative"). The Authorized User may change the Representative upon notice to InterAct.

4. Additions of Software to Maintenance Agreement

Additional Software licenses purchased by Authorized User will be added to the SSMA upon delivery. Costs of the maintenance for the additional Software will be billed to Authorized User on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter.

5. Authorized User's Responsibilities

- a. Authorized User will initiate all requests for Software Maintenance. A Representative of the Authorized User must be present at the location during the performance of any Software Maintenance if required. Authorized User may add additional contacts to the list of Software Maintenance contacts.
- b. In the event Authorized User and InterAct have agreed that InterAct will provide any installation services, Authorized User agrees to assist in the provision of such installation services.
- c. Authorized User accepts sole responsibility for any compatibility problems between the Software and any other application software or non-current software programs not maintained or supported by InterAct, and installed after Contract execution date.
- d. InterAct will not have direct and physical access to the servers, application and database. Access will be provided by Authorized User, remotely, via VPN. Any Authorized-User, caused restrictions, or internet service provider outage, on VPN access will nullify InterAct's responsibilities for support and maintenance during that restriction. Any failure of InterAct's responsibilities for support and maintenance during such restriction period cannot be the subject of a breach of this Contract.
- e. Authorized User shall at all times maintain protection against network virus, worms and other external threats to the Software.
- f. It shall be the responsibility of the Authorized User to maintain all operating system and firmware updates, including version releases, patches and service packs for any Third Party Software that has been installed by InterAct.

6. Virtual Environments.

- a. When using Virtual Machines ("VM's") running VMware or other Virtual Environments, the Authorized User is responsible for the following:
 - i. InterAct must approve the Authorized User-provided Virtual Environment, including hardware, number of virtual machines running on the host, network bandwidth, disk systems or any other aspect of the Virtual Environment.
 - ii. Authorized User is responsible for the hardware and hardware support for the physical server that runs the Virtual Machines – the VM Ware Host
 - iii. Authorized User is responsible for the support of the VMware, including but not limited to, licensing, updates, support, and any other issue which is VMware related
 - iv. Authorized User will provide and procure support and maintenance of the Operating system and Database software running on the Virtual Machines
 - v. Virtual Environments shall be limited to only InterAct products and those 911-related products (CAD, RMS, Jail, Fire, Mobile). Authorized User's production servers may not operate on the same Host environment as InterAct's products
 - vi. InterAct is not responsible for loss of performance due to issues with VMware, Host Server workload, Host network bandwidth or disk storage space.

7. Submitting a Request / Obtaining an Answer.

At the time of Authorized User's initial call or e-mail, please prepare to provide:

- a. Contact name, company name and Software Authorized User is using;
- b. The type of browser (with release version) and hardware Authorized User is using (if applicable);
- c. Telephone number and alternate method of contact (i.e. a pager number or email address);
- d. A concise description of Authorized User's problem or question;
- e. The circumstances under which the problem does or does not occur; and
- f. Specific error messages, error numbers, log files and program numbers.

For new cases, an InterAct Authorized User Support Specialist will use the following process to assist Authorized User with a new case (problem):

- a.** Document the supplied information;
- b.** Document Authorized User's questions or issues (symptom and function in which it occurs);
- c.** Answer Authorized User's questions or have Authorized User run tests to further identify and isolate the problem; and
- d.** Research the problem and provide resolution according to the aforementioned guidelines.