

1 **6.2. Hardware and 3rd Party Software**

2 **A turnkey solution is required that includes hardware (servers and miscellaneous**
3 **3rd party software and hardware components that may be necessary for System**
4 **operation). A turnkey solution is required to help avoid finger pointing and**
5 **problems associated with problem identification during the implementation**
6 **process.**

7
8 Spillman has provided pricing for hardware in our separately sealed **Cost Proposal**, which
9 includes all the equipment required to be a “turnkey” system. Spillman will support Shasta
10 Agencies in its purchase of equipment regardless of whether Spillman or a third party provider
11 is used.

12
13 It is a standard Spillman practice and a fundamental company philosophy to provide
14 everything necessary for our customers to operate more proficiently. From software and
15 hardware to services and support, Spillman is quoting a complete solution for this project.

Contractors must provide minimum workstation and MDC configurations that are required to meet the operational and performance guarantees stated in the proposal.

Non-Dispatch Workstations

Operating Systems	Windows XP Pro SP3 (32-bit), Windows Vista Business SP2 (32-bit or 64-bit), Windows 7 Pro SP1 (32-bit or 64-bit), Windows 8 Pro (32-bit or 64-bit), Windows 8.1 Pro (32-bit or 64-bit)
Processor	2 GHz or greater
Memory	2GB or greater
Network card	100 Mbps
Screen resolution (pixels)	1280x1024
Hard disk space	350 MB
Monitor	21" monitors

Dispatch Workstations

Operating Systems	Windows XP Pro SP3 (32-bit), Windows Vista Business SP2 (32-bit or 64-bit), Windows 7 Pro SP1 (32-bit or 64-bit), Windows 8 Pro (32-bit or 64-bit), Windows 8.1 Pro (32-bit or 64-bit)
Processor	2 GHz or greater
Memory	2GB or greater
Network card	100 Mbps
Screen resolution (pixels)	1280x1024
Hard disk space	350 MB
Monitor	Dual 21" monitors

Mobile Laptops

Operating Systems	Windows XP Pro SP3 (32-bit), Windows Vista Business SP2 (32-bit or 64-bit), Windows 7 Pro SP1 (32-bit or 64-bit), Windows 8 Pro (32-bit or 64-bit), Windows 8.1 Pro (32-bit or 64-bit)
Processor	2 GHz or greater
Memory	2GB or greater
Wireless network	256 K, TCP/IP
Screen resolution (pixels)	1280x1024
Hard disk space	500 MB
Screen size	17"

1 **Any upgrades of existing workstations or MDCs will be the responsible of the City**
2 **and outside the scope of this RFP.**

3
4 Confirm.

5
6 **Contractors are requested to identify in their proposal "Best Practices"**
7 **recommendations for MDC and workstation environments, along with descriptions**
8 **of product support for remote desktop services and virtual desktop environments,**
9 **where applicable. The SCSO currently uses four (4) Motorola MC55 PDA handheld**
10 **devices. APD and RPD have none. Contractors are to propose three additional**
11 **PDA handheld devices (two for property at RPD and one for the property section at**
12 **APD). PDA devices proposed must be equivalent to the MC55 or better.**

13
14 Spillman Mobile runs on any laptop or tablet device with Windows. In addition, our Spillman
15 Touch device is compatible with the Blackberry, Android, iPhone, and Web OS (Palm) smart
16 phones. We would need to be explore this requirement in more detail to ensure compatibility,
17 and would request further dialogue with the Agencies ongoing.

18
19 **Contractors are requested to identify in their proposal any incompatibility issues,**
20 **deficiencies or problems in the current equipment or network configuration that**
21 **may be inadequate for use with the System proposed. City is particularly**
22 **interested in any suggested changes to the WAN infrastructure that may be**
23 **necessary to meet the performance requirements mentioned in this RFP (e.g., the**
24 **addition of hotspots (e.g., 802.11), additions, modifications, or consolidation of line**
25 **connections (i.e., T1 lines to fiber, etc.).**

26
27 Spillman's primary concern with connectivity is generally between the primary host location
28 and the secondary host location. For example, the Agencies will need fiber speed connections to
29 ensure the system operates optimally. Prior to contract negotiations, Spillman would want to
30 assure compatibility with equipment used at Shasta Public Safety Agencies such as Driver
31 License Scanners, AVL-GPS devices, evidence barcode scanners, etc. in order to make
32 recommendations and check compatibility

33
34 **City IT staff will prepare the computer room(s) in advance of server installation.**
35 **The Contractor will configure and install the server(s) in the rack(s) provided by the**
36 **City.**

37
38 Confirm.

39
40 **City IT staff will assist in the process of connecting the new equipment to the pre-**
41 **existing network.**

42
43 Confirm.

CAD/MDS/MS servers must be proposed with maximum, uninterrupted redundancy or as a fault tolerant. Unattended backup/restore capabilities must be included for the System installed.

Fault Tolerance Services

We would anticipate working closely with Shasta County Public Safety Agencies to determine the hardware and network needed for an effective high availability solution. Preliminarily, however, we would propose using Solutions II to supply the components needed for an efficient high availability system. Solutions II would configure the high availability solutions, test fail over between the production and backup server, then turn over the system to Spillman for normal application testing and training. In addition, Solutions II could also provide a managed service option to maintain responsibility for the day-to-day management of the entire infrastructure environment including the Linux/Windows/Unix operating system and high availability. Solutions II would configure the high availability solutions, test fail over between the production and backup server, then turn over the system to Spillman for normal application testing and training. In addition, Solutions II could also provide a managed service option to maintain responsibility for the day-to-day management of the entire infrastructure environment including the Linux/Windows/Unix operating system and high availability.

Solutions II is Spillman's proposed disaster recovery partner for this project. This organization is an industry leading disaster recovery provider of fault tolerance services. Solutions II is a nationally recognized company achieving recognition from IBM, Tivoli, Inc. Magazine, and others for its innovation in virtualization, business continuance storage optimization, and the security related issues surrounding these disciplines. Please see our detailed pricing included in the separately sealed envelope for details regarding the cost of this service.

The System must be configured such that no downtime with the CAD Subsystem will be experienced at any time to perform system backups, or to install System Updates.

The Spillman system was designed to minimize downtime when new versions of the software are being uploaded. We operate a number of test servers allowing patches and upgrades to be tested before they are loaded, which limits the downtime for upgrades on a live production server.

On the rare occasion the Spillman system is taken offline for patches or upgrades, the downtime depends entirely on the complexity of the upgrade or patch. For that reason it is difficult to commit to continuous operation, though we do know from experience that downtime in such cases is very minimal. We make every effort to reduce system downtime during upgrades and because we will arrange the upgrade schedule around the Agencies' needs, the process of performing an upgrade will place negligible stress on the Agencies' public safety operations.

The System must be designed to eliminate as many single points of failure as reasonably possible.

Confirm. Please see the Solutions II quote within our **Cost Proposal** for more information about our proposed failover solution.

Contractor's responsibility includes providing and installing ancillary servers (such as communications servers, routers, etc.) that are missing from the existing configuration but are required for System operation.

Spillman's quote provides all installation services required in order to effectively run the Spillman system.

As the Spillman system is a client-server configuration, the Spillman client does need to be installed initially on every workstation. Instead of an IT staff having to touch every workstation and laptop individually, an agency going through implementation typically will put the software on a shared network location and require end users to download the Spillman system. Installing Spillman software onto the client is similar to what users are accustomed to when downloading other types of programs, whether Microsoft Office, new web browsers, or other applications. The download itself only takes a few minutes based on connectivity.

The Agencies will not be required to re-load Spillman on each laptop or workstation to upgrade the software ongoing. The process of performing an upgrade involves minimal work from the agency, normally only requiring a system login from each user.

Hardware proposed must include the manufacturer and model number, detailed configuration specifications, and number of units proposed. All software proposed must include all applicable software licensing, manufacturer name, version numbers, number of licenses and for 3rd party software, an explanation as to the use and reason for its inclusion as a project component.

Please refer to **Exhibit 7** for third party software agreements and the separately sealed **Cost Proposal** for this response.

Contractor shall provide full credit for equipment exchanges that may occur during implementation.

Spillman complies with this requirement as long as the need for the exchange is the fault of Spillman.

6.3 Law Application Software -General Requirements

The Contractor's Statement of Work section of the proposal will include a detailed explanation of the Law Applications proposed.

Confirm. Please see the sample Statement of Work included as **Exhibit 5**.

All Law Application Software must be based on pre-existing "COTS" (commercial-off-the-shelf) software products, which if necessary, can be modified to meet the requirements of the City.

Confirm. Spillman's software is a commercial off-the-shelf (COTS) system that is customer driven, our customers' requests drive our enhancements and the direction that our software takes. The site license for all of our software module allows agencies to grow and have an unlimited number of users on the system, without ever having to purchase additional licenses. All upgrades and enhancements to the system are given to our customers as part of their annual support and maintenance agreement, meaning Shasta County Public Safety Agencies will never have to budget in order to purchase the "latest and greatest."

6.3.1 Configurability

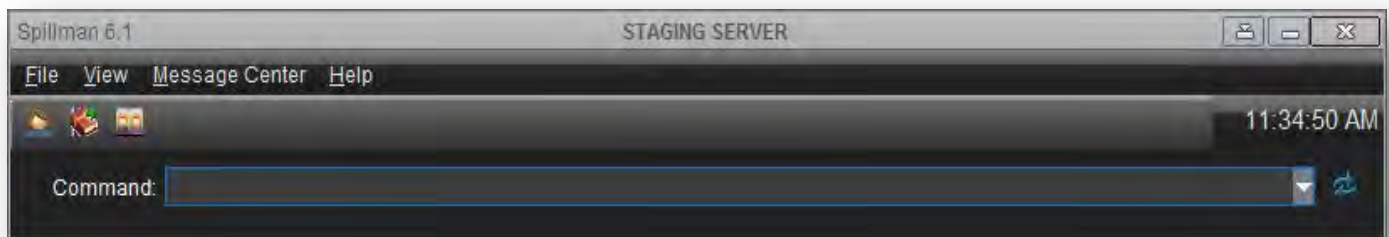
Law Application software *configurability* (defined as the ability to change or modify the application through the use of software switches, user definable tables, system admin type functions, etc.) is highly desirable. The ability to update DOJ/UCRICLETS/NCIC code tables should be standardized system-wide and easily facilitated. Contractors are to explain how updates and maintenance to these tables are facilitated a) during implementation, b) during the warranty period, and c) during subsequent maintenance periods.

The Spillman system was designed to be highly configurable and customizable. All of our customer agencies have the option of labeling any field within the system to reflect its specific operations and data requirements. Users can also create an unlimited number of custom templates in any module's narrative field to capture additional data. The Spillman system is flexible enough to be fully configured and customized to meet all of the agency's needs. Code Tables (drop-down lists) are also completely configurable by customer.

Contractors are to include extensive descriptions and examples of the configurability capabilities of the System proposed so the City may fully understand the flexibility of the Law Application(s). This includes the ability to modify screens, add fields, change length of fields, and create "interfaces" to external systems, etc. without source code modifications or the need to contract for additional services from the owner of the Law Application to make site specific modifications on an as needed basis.

Look and Feel

Spillman allows users to customize the look and feel of the application to meet any of their specific needs. Individuals can change the colors, fonts, and organization of the screen and Spillman automatically relates those specifications to distinct user login. These customizations allow users in different work environments (for example a low-light environment for dispatchers) to change the software in order to meet individual needs.



The appearance of Spillman can be customized to accommodate a variety of viewing environments and end user needs

Users can also create "hot" buttons that link to the tables they use most often. For example, a dispatcher can create a button that links directly to the CAD module by simply dragging the CAD module from the tree menu to the command line.

Code Tables

Throughout the system, administrators are able to define coded values used to enter data into any module system-wide. These values are customizable and are exclusively defined at the agency level to ensure that unique data quality standards are met.

Ad Hoc Reports

System users can create ad hoc reports using Spillman's reporting system. These reports allow users to gather information without the need to program or set values. Additionally Spillman provides a unique point-click interface on every screen throughout the system that allows users to determine which data fields appear on ad hoc reports and in what order.

As an off-the-shelf solution, Spillman can be customized to the individual needs of each of our customer agencies or operate fully right out of the box.

6.3.2 Best of Breed

Although it is highly desirable to find a single source solution, the City understands that may not be possible given the scope of this project. In some cases, a "best of breed" component may be necessary to provide a successful solution.

Not applicable. Spillman will be serving as the Prime Contractor and sole provider of all the software proposed in this document. In our experience, Best of Breed solutions require essential and expensive interfaces between core modules just to perform at a basic level. Spillman's solution maximizes information through our integrated platform and single source database.

Contractors may offer alternative applications or modules from 3rd party suppliers if it is deemed to be in the best interest of the project. For example, a CAD/RMS Contractor may have a JMS module but that product may be written for smaller local municipal jails and may not work for SCSO. In this example, the Contractor may decide to partner with a 3rd party CMS supplier (correctional management system) and offer CMS as an option to the JMS module. Another example may be the message switch. A CAD/RMS Contractor may not have a message switch that would meet the requirements for this project. In this example, the Contractor may decide to partner with a 3rd party vendor that specializes in message switch applications.

Please see Exhibit 7 for third party software agreements.

6.3.3 Interface Compatibility Among Law Applications

Any proposal that includes Law Applications from two or more vendors or providers must include provisions that will protect the City from compatibility problems in the interface(s) between all Law Applications throughout the term of the purchase and license agreement and any subsequent maintenance agreement(s) for a period of not less than 10 years from final system acceptance.

Not applicable. Spillman will provide all of the core products and services contemplated in this proposal document. If external interfaces are needed, Spillman will own the relationship to ensure compatibility with the proposed system at all times.

6.3.4 Legislative Mandates

The System must be fully compliant with all state and federal reporting requirements for all Law Applications as applicable. This includes full compliance with the FBI CJIS and California DOJ/CLETS Security Requirements. Where the state or federal agency allows electronic submission of the report, this function must also be supported by the application. Any changes that occur by legislative mandate which impacts System operation or the security requirements mentioned herein and requires modifications to the Law

Security Requirements

1 Spillman has always supported the most up-to-date public safety technology standards, and is
2 currently compliant with many of the new CJIS protocols, such as two-factor authentication. We
3 monitor CJIS requirements ongoing and are committed to adopting new encryption standards.
4 This compliance will ensure the Agencies can meet all of its obligations associated with security
5 as directed by CJIS and the DOJ.

6
7 In accordance with Criminal Justice Information Services (CJIS) Security Policy version 5.0
8 section 5.6.2, Spillman supports Advanced Authentication (or two-factor authentication) using a
9 new feature called Spillman PassKey. Advanced Authentication is the mandated use of an
10 additional login factor to the standard username and password when users attempt to access a
11 CJIS-enabled system in a non-secure location, such as a patrol vehicle.

12
13 Spillman PassKey allows agencies to set security options for each individual computer on
14 which Spillman desktop and Spillman Mobile applications are installed. This allows agencies to
15 specify:

- 16
17 • Whether or not users of a given agency or specific PC require advanced authentication to
18 login to Spillman.
- 19 • Enhanced logging of activity in the system, including successful and unsuccessful login
20 attempts.
- 21 • Optional agency-specific system use notifications that must be accepted before users
22 login to the system.
- 23 • A means to remotely deactivate access for specific computers that may have been lost or
24 stolen.

25
26 In those circumstances that an agency activates advanced authentication at login, users will be
27 required to enter their standard username and password, then insert their unique assigned
28 PassKey device – a USB hardware token that plugs in to any available USB port – to gain access
29 to the system. These devices are available directly from Spillman for a minimal cost.

30
31 As an essential security element, the Spillman system does provide, and will continue to
32 provide, CJIS compliant Advanced Authentication, and we are committed to monitoring new
33 advances to stay ahead of all changing regulations. It may be important to note that these
34 standards and any updates will continue to be provided to Shasta County Public Safety
35 Agencies at no additional cost.

36
37 The Spillman system incorporates 128-bit encryption and authentication based on current best
38 practices, and we will work closely with the Agencies to determine a mutually agreeable
39 standard for data encryption. Spillman is flexible and secure enough to support all of the
40 Agencies' needs to adhere to the highest security practices available.

Application(s) will be upgraded and brought into compliance by the Contractor without unnecessary delay at no additional charge to City for the term of the implementation agreement and any subsequent maintenance agreement. In no event, shall the Contractor provide Updates to current requirements later than the due date required by the state or federal agency requiring the change.

Spillman monitors and works to maintain compliance with all State and federal regulations as a core element of the system. We have a long history of enhancing our product to meet State and federal guidelines, but it would be irresponsible to commit to upgrade the system based on unknown enhancements that may become available. Spillman will work closely with the Agencies, however, to determine timeframes that work in the context of ongoing enhancements.

6.3.5 Law Application Software Updates

Update(s) are defined as any correction or enhancement to a Law Application provided and installed by Contractor during the contract term. Contractor shall provide and install Updates to the Law Applications no less than once every 18 months at no additional cost to the City. Updates shall not be installed without providing the City with a written document describing the changes and stating the impact of the Update thirty (30) days prior to the scheduled update. City shall receive written notice of all commercially available Updates within 30 days of their commercial availability. The notice shall also include the agreed upon date for installing the update by Contractor (if City cannot install the Update without assistance from Contractor) at no additional charge including written notice of any issues, tasks or responsibilities that may be required by the City in preparation to receive the Update. In no event shall any Update negatively impact City operations.

Enhancements and version upgrades are available approximately every 18 months. All software enhancements and releases are provided free of charge as part of a current maintenance and support agreement with Spillman Technologies. Whenever new software releases and upgrades become available, the Spillman Client Services Manager assigned to the Agencies will notify administrators and schedule the upgrade, as appropriate.

The Contractor shall support all Law Application software licensed by the City and current with the maintenance agreement for a period of not less than ten (10) years.

Contractor must guarantee that any replacement Law Application, module or interface, if brought to the market within the ten-year period, shall be free of software license fees to the City.

Confirm. Spillman provides a site license for all modules. This unique licensing structure provides system-wide access to all purchased modules for an unlimited number of users with no price increase for extra licenses – ever. Our customers never worry about how to accommodate expanding user needs as Spillman’s licensing structure anticipates and supports agency growth. This key feature allows our customers to effortlessly adapt according to their changing needs and truly utilize the system to its full potential.

6.3.6 Open API Required

A fully documented, open API for all Law Applications is a requirement for this project. Contractor must agree to provide updates to the API within thirty (30) days if the API requirements change at any time during the contract period.

Confirm.

The System proposed must be ODBC compliant and web-enabled to support Web Services so City IT staff may develop interfaces to 3rd party cloud applications in the future if the need should arise. The Contractor must be willing to provide a mechanism that allows data to be pulled from the System and pushed to other applications (i.e., HTML file output, Excel, .pdf, etc.) by City IT staff without the need to contract for additional services from Contractor.

Confirm. Spillman utilizes an open database and is XML and ODBC compliant. Through the use of our XML query server and InSight products, the Agencies will be able to easily share data with any third party.

6.3.7 Disclosure of Known Defects

Prior to the installation of any Law Application, Contractor must disclose all known defects and the potential impact of said defect(s) on IPS operations. IPS must have the sole and exclusive right to determine whether to proceed or postpone the install of that Law Application until Contractor has remedied the identified defect(s). For the duration of the Contractor's relationship with the City, Contractor shall disclose all known defects in all Law Applications or in any installed interfaces within five (5) days Contractor receiving knowledge of said defect(s). Contractor shall notify City of any known defects in any Law Applications or in any installed interfaces within five (5) days of receipt of City's request for disclosure of known defects.

Although we feel confident that we could realistically comply with this requirement, we would request further discussions regarding the details of what is being requested here to ensure we are setting the correct expectations with the Agencies.

6.3.8 Source Code Modifications

If this RFP is requesting any item in this RFP that would require source code modifications to the COTS solution proposed that would make future upgrades difficult or costly to maintain, the Contractor must take exception to that item and explain their reasons and rational as to why the item should not be included in the final System configuration. If there are deficiencies in one or more Law Applications where custom software modifications are necessary to meet RFP requirements, and the change will not negatively impact long-term cost and supportability of the product, Contractor must identify the modifications they intend to make to the Law Application(s) and explain why the changes are deemed acceptable, when they will be developed and installed in relation to the overall project schedule.

Confirm. Spillman does not anticipate any issues with this requirement, but would request discussions ongoing with Shasta County Public Safety Agencies to ensure the appropriate expectations are set. It would not be responsible to agree globally to all stipulations about modifications requested; therefore, Spillman reserves the right to identify all of the source code needs of this project and any changes that may be necessary prior to the execution of contracted work.

6.3.9 System-wide Standardization/Integration

System-wide integration and standardization is necessary to ensure system admin functions are not overly complicated, time consuming, or create problematic issues when Law Applications are updated in the future. The same is necessary to ease burden on staff when it comes to cross training, consistency in how end users interface with the applications, and reduction in confusion over how the system will work in one area but inconsistent in yet another. Please address each of the following:

- Does the system have the same look and feel across all Law Applications or are there differences that could impact cross training issues, use of or system admin functions? If this is the case, how will you mitigate these issues during and after the implementation process?**
- Are configurability options the same or similar across all Law Applications or are they significantly different because the applications came from different sources? If this is the case, how will you mitigate these issues during and after the implementation process?**
- Are tables consistent, standardized and contain no duplicated effort in terms of setup and long-term maintenance, or are there redundancies required because of the way the applications were built or acquired from different sources? If this is the case, how will you mitigate these issues during and after the implementation process?**

The Spillman system is designed to have a consistent look and feel throughout the entire system. For example, once users learn to navigate the names table, learning to navigate the vehicle table or evidence table or citation table comes easy. Configurability options are the same across modules. Fields and table layout are consistent throughout.

Contractor must disclose significant redundant work efforts that may be required by either end users or system administrators caused by either the way the application(s) were built, or as a result of acquisition, or both. Failure to disclose this information may result in rejection of the Contractor's proposal.

Confirm. Due to Spillman's integrated architecture, the Agencies will have immediate access to all information regardless of where in the system they are working, or where in the system that data was input. Our single database architecture will allow the Agencies to eliminate redundant entry, improve the accuracy of information, and provide access to complete system information for all personnel.

6.3.10 Single Login Required

The City prefers a System in which the users are able to access all System capabilities with a single, one time login and authentication without having to either exit the system application/module and/or requiring a second login process to access interface functions. Contractors must describe how the proposed system will meet this requirement.

Confirm.

6.4. Mandatory Law Applications

In the information that follows, we provide a generic list of the modules and functions desired in the new System. The primary purpose of this section is to provide sufficient information for the Contractor to use as a *guideline* to describe the COTS solution proposed. Contractors are instructed to describe their System in sufficient detail so as to allow the reader to gain a detailed understanding of the scope and breadth of each Law Application (including interfaces) and how they address (or do not address) the requirements described herein. Include a full description of end user functions and system administrator capabilities, sufficient documentation, including screen shots of each application, and a detailed description of how the system works, from beginning to end, including automated workflow capabilities, dashboards, functional characteristics, custom and ad hoc reports and analysis tools, etc.

Confirm. For descriptions on the various Spillman modules please refer to Exhibit 10.

6.4.1 CAD Subsystem

Computer- Aided Dispatch (CAD): CAD must support multi-agency, multi-jurisdictional, call taking and dispatch operations law enforcement (police and sheriff), EMS and fire (Redding Fire Department). CAD must be fully integrated with the other Law Applications to avoid/eliminate redundant data entry and redundant system admin functions wherever possible. CAD is expected to meet the minimum requirements of the U.S. DOJ Bureau of Justice Assistance, Law Enforcement Information Technology Standards Council (LEITSC) as depicted in Figure 1.0 with the exception of FIRE RMS and EMS RMS.

System Overview – Computer-Aided Dispatch

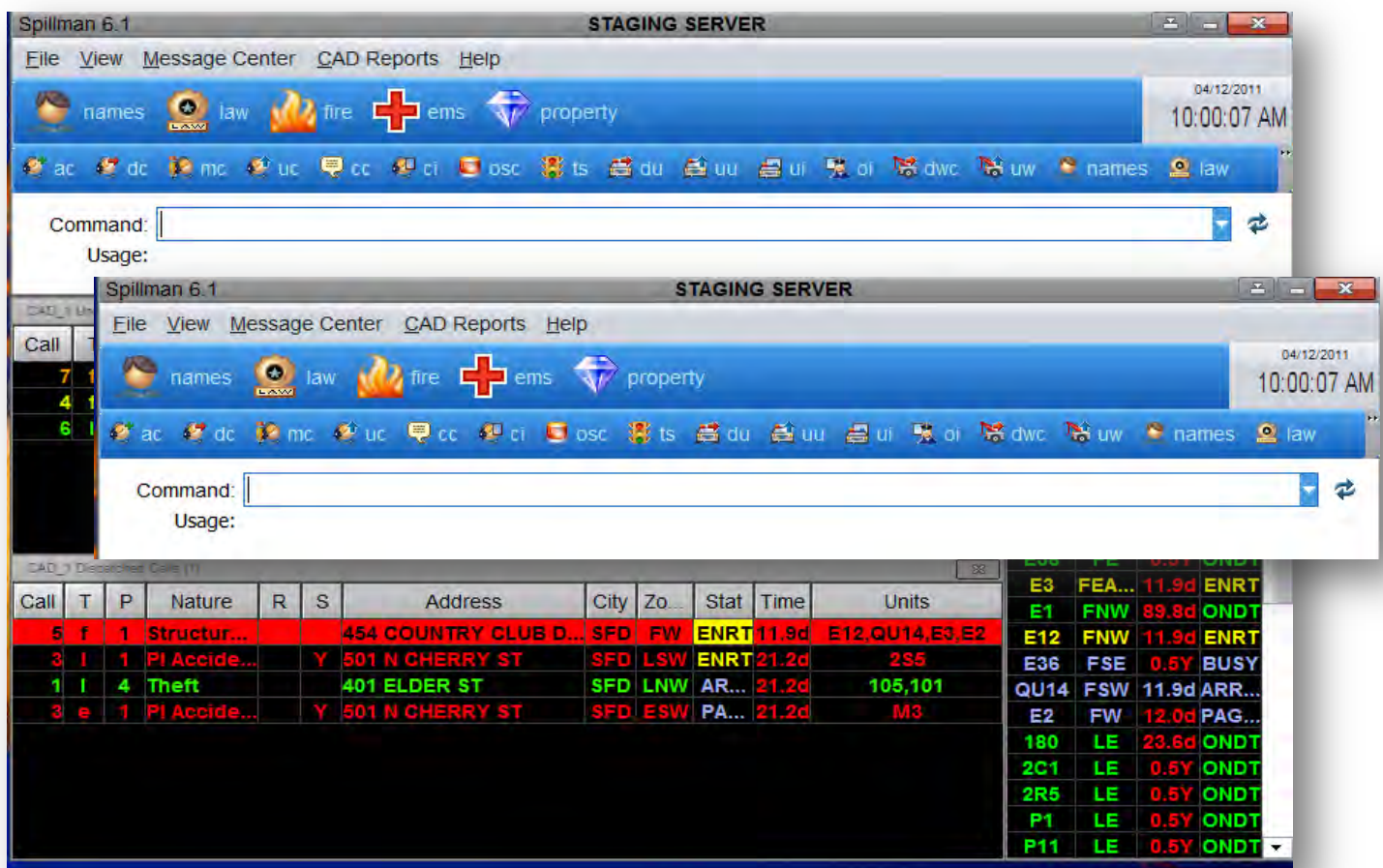
Spillman CAD

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

Because all system modules are fully integrated, dispatchers can easily access data from any table with the assurance that duplication and redundancy are virtually impossible. For example, users could instantly query name, vehicle, property, and law incident records directly from Spillman's Records Management System, without ever leaving the CAD status screen. This integration allows users to generate incident reports with the most current system data, improving dispatch accuracy, maximizing time, and increasing officer safety.

Multiple Sessions

With Spillman's flexible architecture, users will be able to open more than one CAD session at a time to maximize operational efficiency. As shown in the screen shot above, multiple command lines representing multiple sessions can easily be opened and managed by any authorized personnel.



As shown here, users have the option to open multiple CAD sessions simultaneously to streamline operations

Quick CAD Commands

By using Spillman's CAD command line, dispatchers can work more efficiently. Every action the system supports can be executed using quick CAD commands, saving users valuable time as they dispatch units, add calls, and search data.

Real-Time Status Alerts and Timers

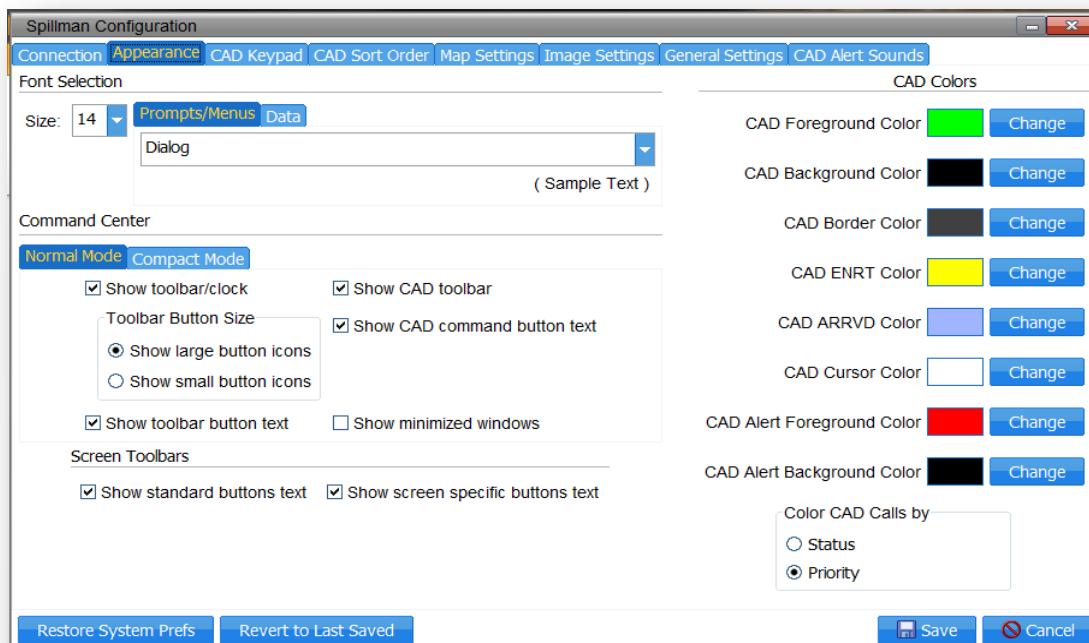
Spillman's alerts and timers help ensure officer safety by keeping dispatchers apprised of all call and unit activity. Audible and visual notifications instantly provide real-time status updates, informing users of any actions needed or time lapses beyond predetermined agency thresholds.

Automatic Radio Log Entries

Spillman's automatic radio log functionality saves users time, while increasing unit safety and decreasing agency liability. The CAD solution automatically tracks radio transmissions and creates a log entry for every status change, allowing dispatchers to focus on other time-sensitive tasks. Also, because there is no need to manually enter call and unit statuses, all communications are recorded with complete accuracy. As a result, units have immediate access to timely information and administrators can review all unit activities at their own discretion.

Customizable Screen Options

With the level of customization Spillman offers, each dispatcher and call-taker can take full advantage of their personal use of the system. Most elements on the CAD status screen can be customized, including display windows, column settings, toolbar buttons, right-click commands, and color display options. For example, users could display only calls from specific geographic areas. These settings can also be locked system-wide so that all users operate in the same way.



Individual users have the ability to easily customize their unique viewing preferences

Visible Name and Address Alerts

Spillman's Alerts feature more fully prepares officers for responding to calls by providing critical information about individuals and locations. For each record in the system, users can view any applicable address or name hazards. By tagging a record with one or several alerts, users can easily share information regarding unsafe historical incidents, possible weapons, dangerous animals, and known or suspected criminals related to the record. Alerts appear clearly in red so dispatchers can quickly identify impending dangers and communicate any safety concerns.

Flexible User Functions

Because Spillman's CAD has been designed for both novice and advanced users, all dispatchers are able to train on and operate the system proficiently. Beginning users have the opportunity to familiarize themselves with the system by performing simple actions, such as selecting icons, dragging and dropping, and right clicking. Experienced dispatchers can simplify steps by using keyboard shortcuts or operating the system from the command line. This flexibility allows users to train at their own pace.

CAD Mapping

Spillman's CAD Mapping module provides users with powerful access to location and call information. Dispatchers can quickly view jurisdictional data, including street names, major buildings, landmarks, police districts, and fire/EMS zones. The system automatically plots call locations, and allows dispatchers to view detailed data as necessary. Dispatchers can also click on the map to view information about a specific location. By using the Esri® ArcGIS server, Spillman's CAD Mapping communicates directly with the GIS, eliminating the need to load map data into a separate database and streamlining accurate address verification. Our mapping solutions are compliant with Phase I and Phase II wireless requirements, displaying longitude and latitude points at the approximate location of the call.

Flexible Dispatching

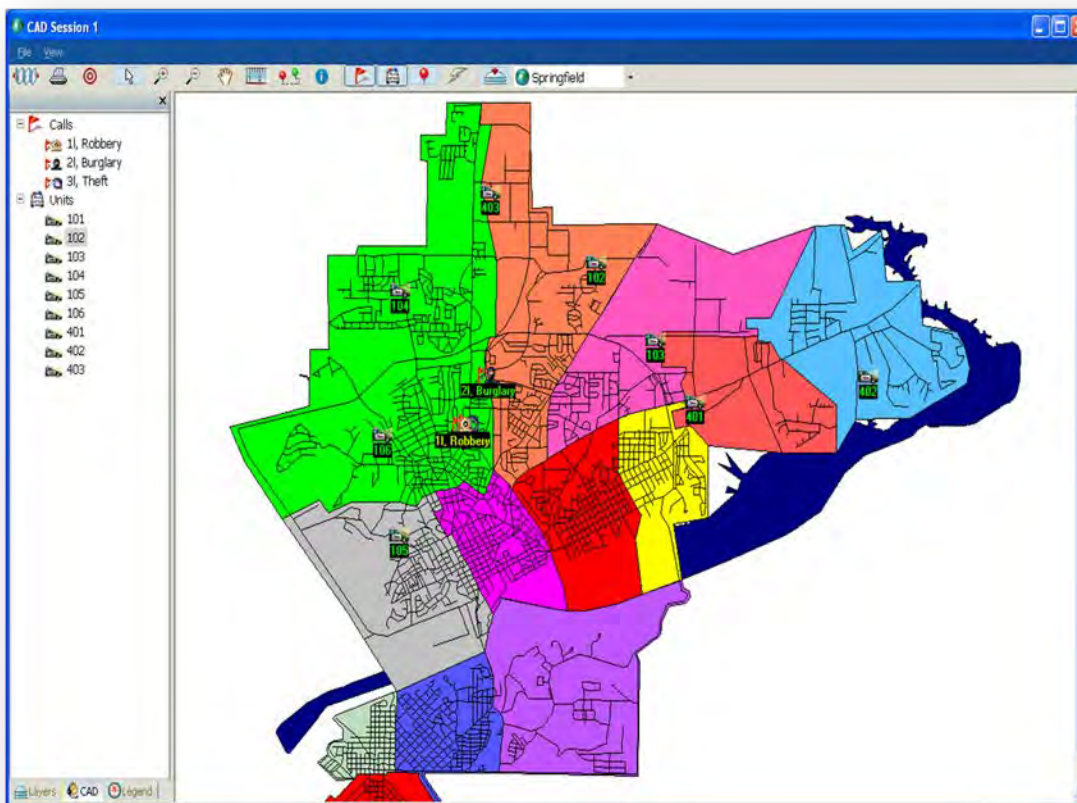
With Spillman's drag-and-drop functionality, users can quickly and easily dispatch units to a call by dragging a unit symbol to a call symbol, or vice versa. Alternatively, dispatchers have full use of their keyboards, with the ability to perform any function directly into Spillman's CAD command line. This flexibility accommodates a variety of user preferences when interacting with the system.

Customizable Features

The CAD Mapping software can be configured to meet both agency and individual user needs. For example, agencies can customize map icons by selecting from a list or uploading their own agency-defined symbols. Users have the option to center new calls on the map; add map layers such as streets, landmarks, and law enforcement districts; and change the color of map elements to identify roads, city boundaries, or the map background. By catering to a variety of preferences, Spillman allows users to operate the system in the most efficient way possible.

Call and Unit Information

Spillman's CAD Mapping gives users direct access to call and unit information, improving response times and ensuring appropriate actions are taken by officers. Users can right-click on a call or unit symbol and select the specific information they want to view. For example, on the Display Call screen, dispatchers can view information regarding a call number, nature, address, complainant, or assigned officers. Timely access to critical data increases officer safety, improves response results, and ultimately



Spillman's GIS integration allows for accurate real-time positioning of all units

helps diffuse potentially dangerous situations.

System Integration

Spillman's CAD Mapping fully integrates with the CAD and AVL modules, as well as our GIS system. With Spillman's GIS, CAD calls automatically appear on the agency's jurisdictional map. Spillman's AVL Mapping module, when used in conjunction with Global Positioning System (GPS), displays real-time location information for all units on the CAD map.

Figure 1.0

CAD is also expected to meet the minimum recommendations documented in the APCO International CAD Functional Requirements Document dated August 2012 (available on the Internet). The City identified in the table on p. 56, a list of the minimum functional requirements for the new CAD. Contractors must describe how each of these functions will work in the System proposed. In addition, Contractors are encouraged to provide a completed description of the full capabilities of the CAD product proposed including workflow, screen shots, etc. as may be necessary for IPS to fully understand how the System will operate in the IPS environment. CAD mapping must be ESRI compliant. CAD mapping must support both dispatch and MDC operations. In the MDC, an auto refresh capability must be available for the officer. Dispatchers and call takers in SHASCOM must have access to all Law Applications proposed based on security and access rights as determined by the System Administrator.

Confirm. Utilizing Spillman's Site License, Shasta County Public Safety Agencies will have access to all proposed law applications. Administrators will have the ability to establish distinct security privileges for users and groups, including the option to seal, unseal, and hide sensitive documents. Spillman operates with a variety of security features, which will allow the agency to define individual access and user rights:



Spillman offers a variety of security features that ensure appropriate access to sensitive data

Unique Credentials

The agency's Spillman Applications Administrator (SAA) will have the ability to define, change, and reassign usernames as needed. Users will be responsible for maintaining their own passwords, but they may be required to change them at whatever intervals the agency's SAA establishes upon system setup.

Password Protection

An entire record can be hidden behind a password so that no one knows the record exists unless they have the appropriate privileges. For example, a user with privileges may hide an Intelligence record's suspicious activities information or the full text narrative associated with an incident or arrest. To provide extra security for sensitive data, the agency's SAA can also hide an entire table or program behind a password.

Agency-Defined Permissions

System access levels are customizable to include anything from "inquiry only" access to "full modify" or "delete" capabilities. As defined by the agency, only those tables and programs to which users have been granted any kind of access are listed on their system menus or through Spillman's command line.

User Privileges

Within an individual table, users are only allowed to perform those functions they are authorized to perform. Customizable user privileges include read/print, add, modify, and delete. What's more, any *field* within a table could be denied to a user if deemed appropriate. For example, should an agency want to provide user access to the Arrest table, but not the Arrest narrative, those privileges could be established as appropriate.

Module Access Preview

The main menu provides a complete list of all Spillman modules a user has been given access to. The agency's SAA will have the authority to customize a menu or multiple menus to suit the particular needs of a specific user, combining programs from various modules. The system allows users to access only those menus related to tables and programs that are within their security limits.

Spillman's advanced security features provide maximum flexibility system-wide or at the individual user level. To ensure data integrity, individuals with the appropriate privileges can set security for unique records and fields. For increased information sharing within the agency and beyond, full data partitioning is also available.

Message Switch (MS)

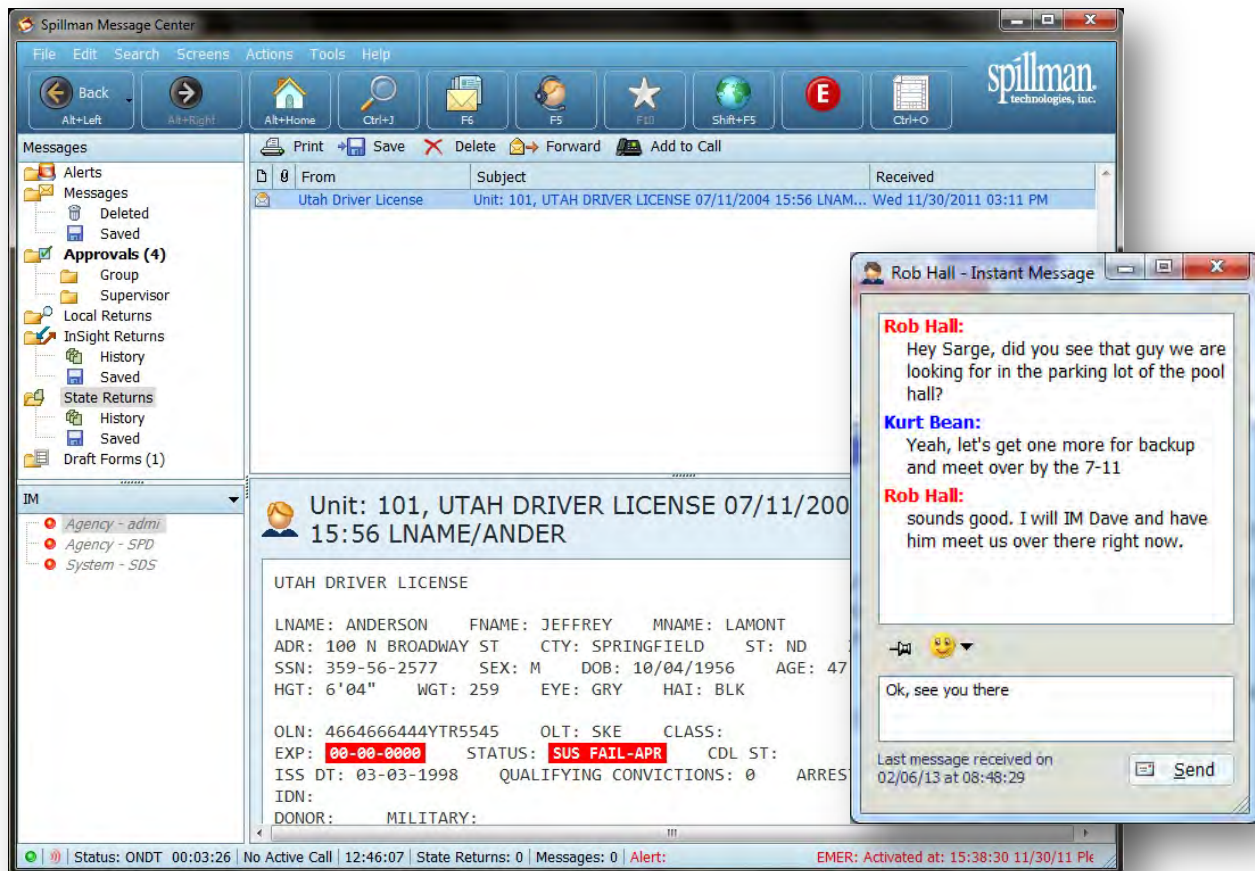
The new MS must provide a two way transactional interface (query/response and update/entry), between the new System and CLETS/NCIC/NLETS by using the existing direct connection to CLETS and the ability to support mnemonic pooling. The new MS must provide the ability to eliminate redundant data entry processes on desktop workstations and on devices in the field (i.e., MDCs, handhelds, etc.). Users must be able to enter relevant information (person, vehicle, or property) one time and have the System search local, county, state and federal databases without the need to rekey the same information.

Message Center

At Spillman's core is what we refer to internally as our "Integrated Hub," a central resource where information is referenced throughout the entire Spillman system. The Integrated Hub is the foundation for the system's key components, including a single-source database, master tables, Geobase, and Spillman's Message Center. Our fully integrate Message Center provides users with easy access to comprehensive messaging functionality (email, IM, etc.) as well as notifications related to state and national queries. Please see **Exhibit X** for further review.

State and National Queries

With a single query, users have the ability to search for names, vehicles, incidents, property, and wanted persons. These queries provide comprehensive search results from local, state, and national databases. In addition, a drop-down menu provides officers with more detailed fields to perform enhanced searching. Once the user has submitted his or her search criteria, a list of matching records appears in the returns



Spillman's Message Center provides access to state and national queries

folder of the Mobile Message Center.

Instant Messaging

Spillman's instant messaging system uses open source Jabber protocol. Agencies use this open source protocol to interface messaging with any third party messaging system that also uses the Jabber protocols (see below).

Workflow

Spillman's Message Center keeps officers informed by displaying a summary of alerts, state/NCIC/local returns, approvals, and report assignments. Spillman's Workflow Management feature notifies users when cases need to be approved, whether further investigation needs to be performed, etc. using Spillman's Message Center.

The MS must allow searching and updating CLETS-related files associated with the search criteria. For example, updates in CLETS should be automatic whenever a stolen firearm, boat, auto, etc. is recovered and an update to CLETS is required by state statute. The ability to update CLETS databases shall be determined by the System Administrator by agency by user. The MS must also include a maximum number of CLETS masks so the user is not required to leave the Law Application to perform CLETS query or update transactions. Combined with transparent search and retrieval from the System, entering a name and date of birth or a driver's license number or license plate (etc.) should automatically access and retrieve local, county, state and federal information for status information. Search routines must be definable by the IPS Systems Administrator (where required and appropriate). For example, a single transaction may include a search of the new System while simultaneously searching CLETS/NCIC and DMV databases including, but not limited to, Wanted Persons System (WPS), Missing Persons System (MUPS), Automated Property System (APS), Automated Firearm System (AFS), Automated Boat System (ABS), Stolen Vehicle System (SVS), Vehicle Registration (28), Driver's License (L1), Armed & Prohibited Persons System (APPS), Supervised Release File (SRF), California Sex & Arson Registry (CSAR) and California Restraining and Protective Order System (CARPOS). Notifications and returns should be displayed in such a manner so as to not confuse the user nor make the display of the return difficult, cumbersome or problematic to workflow operations. The content and type of display (CLETS return, mug shot, six pack photo lineup, etc.) must be automatically formatted based on the type of device used (e.g., workstation, vs. iPad, vs. smartphone, etc.) and type of request submitted by the end user. All transactions are to be fully operational and available to any System Administrator authorized workstation throughout Shasta County, handheld or mobile data computer on the IPS network as appropriate by type of transaction and technically capable by the device. Message delivery should be configured so delivery can be to a display (MDC, workstation, phone, etc.) or to a printer (unsolicited BOLO's, etc.). The MS should have the ability to display all responses from a single request (at-a-glance) and not have to press 'Enter' to page through responses one-by-one. The same applies if the user decides to print the response. Undelivered message(s) should be temporarily held in a "hold" area. Upon next sign-on, the user/workstation should be notified of pending message(s). Once acknowledged/reviewed, the message can be removed from the "hold" area and deemed delivered. Authorized personnel should have access to the transmission log (inquiry) for advanced level research purposes (1/A's, audits, etc.). In addition, the signed on

1 user should have access to his/her requests (basic level). The MS should include
2 "fuzzy" search capabilities (i.e. 'LIC/ABC%'). The MS should include a feature to
3 "recall" previous request(s) to save time rekeying. CLETS transactions, masks and
4 functional requirements include:

- 5 1. Registration Check by Plate (Customer defined - 28)
- 6 2. Registration Check by Vehicle Identification Number (VIN) (Customer defined-
7 28)
- 8 3. Registration Check by Owner (Customer defined – 28)
- 9 4. Operator License Check by Number (Customer defined – L1)
- 10 5. Operator License Check by Name (Customer defined- L1)

- 11 •
12 Returns on CLETS inquiries must be to any CLETS authorized device (handheld,
13 laptop, ipad or notebook type device, smartphone, desktop, printer, etc.) at the
14 discretion of the IPS System Administrator. The user must be able to view all
15 returns, property formatted based on type of display device used. The City will be
16 responsible for the CLETS application and installation process (if any), and
17 providing the connection point at IPS facilities. The MS software must include all
18 transactions and CLETS masks required by this RFP including up to fifteen (15)
19 additional to-be-determined, yet-to-be specified, custom transactions. Contractors
20 must identify a) the masks already built and functional in the System
21 proposed; and, b) the masks and functional capabilities not yet built, but will
22 be included at the time the System goes live. The additional work, if any, to
23 expand the capabilities of the message switch to meet the requirements of this
24 RFP must be clearly described in the Contractor's proposal.

25
26 Confirm. While Spillman can meet the majority of the Agencies' requirements, further
27 conversations made be necessary for custom interfaces to satisfy the Agencies' requests. Our
28 Cost Proposal currently doesn't reflect all applications desired, but can be updated in the future
29 to quote the price of additional customizations. Please see Exhibit 7 for further information on
30 our proposed CLETS interface.

31
32 **Mobile Data System (MDS):** A fully integrated System component, the new MDS
33 shall include dispatch to device and device to dispatch call information and
34 messaging including call status. Combined with CAD and MS integration, the MDC
35 will display, AVL, Mapping, status updates, returns for CLETS, and AFR. MDS must
36 be easy to use, support touch screen technology and be configurable by type of
37 device used. Wireless communications will be through the existing contract with
38 Verizon Wireless. Contractor must recommend any additional communications
39 medium and enhancements to the existing network that may be necessary to meet
40 the performance requirements stated herein.

41
42 Confirm.
43

System Overview – Mobile Data Computing

Mobile Data Computing

Spillman's Mobile Records module empowers field personnel with universal data access. This allows mobile personnel to search for records contained in the local database, in other Spillman and non-Spillman databases (with Spillman's Mobile InSight module), and in state and national databases (with Spillman's Mobile StateLink module), all without leaving the mobile vehicle or requesting dispatch assistance. Convenient field narratives and image display options provide the necessary tools to effectively manage records from the field.

Local RMS Queries

Mobile Records combines speed with flexibility. With a single query, users have the ability to search for names, vehicles, incidents, property, and wanted persons. These queries provide comprehensive search results from local, state, and national databases. In addition, a drop-down menu provides officers with more detailed fields to perform enhanced searching. Once the user has submitted his or her search criteria, a list of matching records appears in the returns folder of the Mobile Message Center.

Image Display

The system's image display function helps field personnel identify suspects and verify criminal histories. While viewing a record, all associated images related to that record are available, including mug shots or photos of vehicles and property. Images first appear in thumbnail size but they can also be expanded to full-size display.



Spillman Mobile - [Name - FLUTIE, ADAM JOE]

File Edit Search Screens Tools Help

Back Alt+Left Forward Alt+Right Home Alt+Home Ctrl+J F6 F5 F10 Shift+F5 Ctrl+M Ctrl+O

Names Vehicle Property Law Premises Gun Hazmat Boat

Name: FLUTIE, ADAM JOE

Address: 401 ELDER ST SPRINGFIELD, ND 79134	Age: 32	Number: 565
Driver License: 2288299288, UT	Birth Date: 12/15/1979	 Photo 101122000000 (30.8K)
Social Security: 222-22-2222	Race:	
Home Phone:	Sex: M	
Work Phone:	Height: 5'01"	
State ID:	Weight: 205	
FBI Number:	Eyes: Brown	
	Hair: Brown	

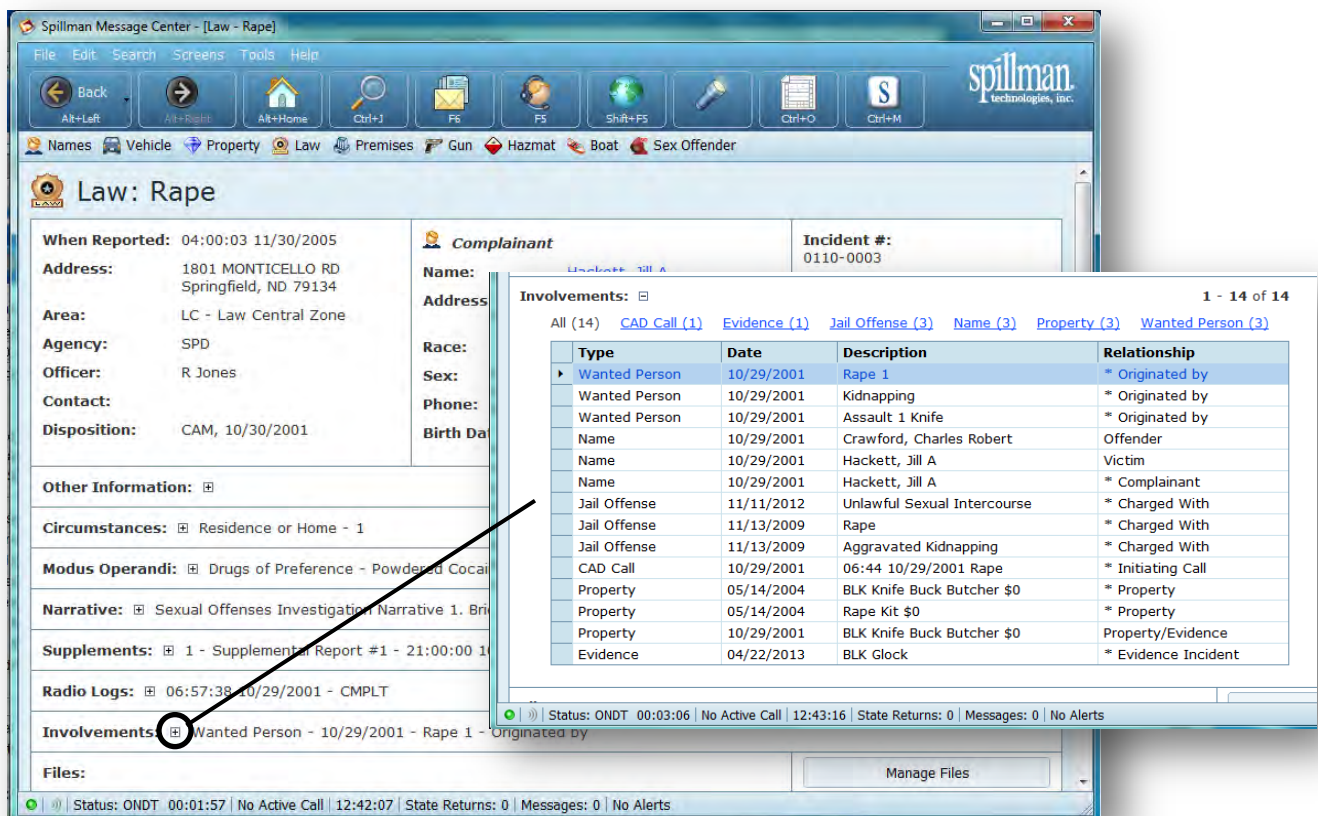
Involvements: Law - 11/29/2011 - Robbery - Complainant

Search More Refresh Data

Status: 13:40:56 | No Active Call | 13:40:56 | State Returns: 0 | Messages: 0 | No Alerts

Field Narratives

Field narratives can be entered into the system directly from the vehicle to save valuable time and improve record details. Each user can view, add, and append narrative information or supplemental narratives directly from the Law Incident screen. Additionally, field officers have the flexibility to enter an unlimited number of supplemental narratives for witness statements and other follow-up activities. For routine narrative entries, the system allows users to easily define templates for precise information gathering.



Type	Date	Description	Relationship
Wanted Person	10/29/2001	Rape 1	* Originated by
Wanted Person	10/29/2001	Kidnapping	* Originated by
Wanted Person	10/29/2001	Assault 1 Knife	* Originated by
Name	10/29/2001	Crawford, Charles Robert	Offender
Name	10/29/2001	Hackett, Jill A	Victim
Name	10/29/2001	Hackett, Jill A	* Complainant
Jail Offense	11/11/2012	Unlawful Sexual Intercourse	* Charged With
Jail Offense	11/13/2009	Rape	* Charged With
Jail Offense	11/13/2009	Aggravated Kidnapping	* Charged With
CAD Call	10/29/2001	06:44 10/29/2001 Rape	* Initiating Call
Property	05/14/2004	BLK Knife Buck Butcher \$0	* Property
Property	05/14/2004	Rape Kit \$0	* Property
Property	10/29/2001	BLK Knife Buck Butcher \$0	Property/Evidence
Evidence	04/22/2013	BLK Glock	* Evidence Incident

Additional Involvements information is available by expanding the record using the plus (+) sign

Mobile Mapping AVL

The Mobile AVL module uses state-of-the-art technology to track the location of all fleet units through Global Positioning System (GPS) receivers. To view this information, Spillman Mobile supports a variety of GPS devices.

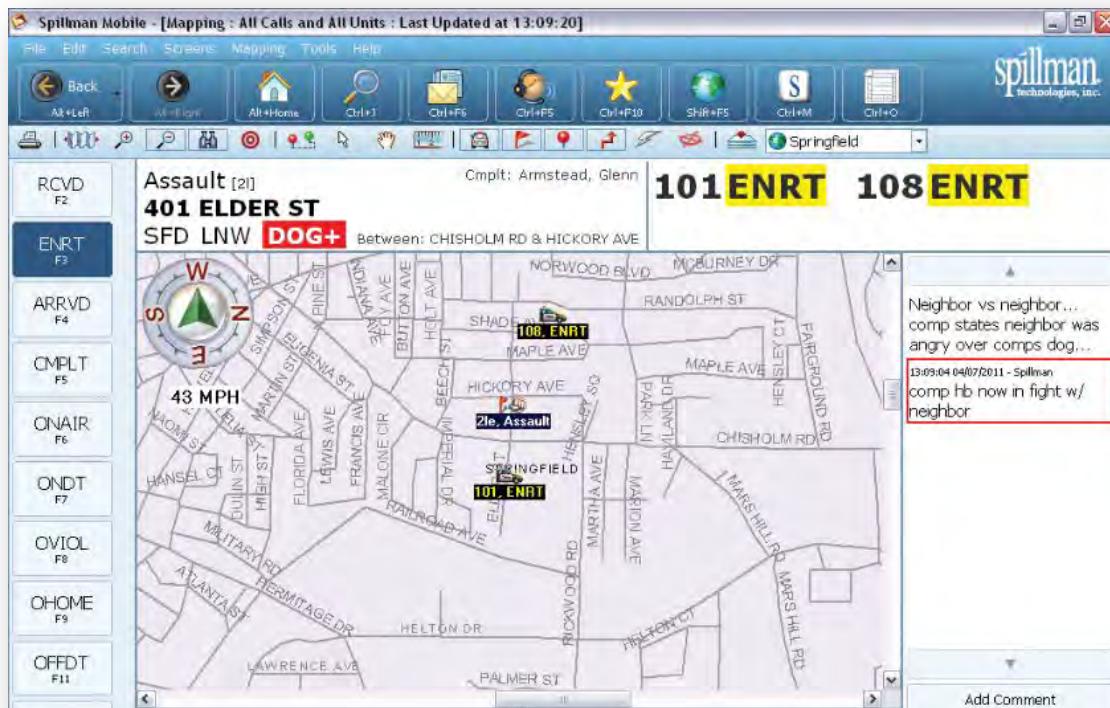
Mapping

With Spillman's Mobile AVL Mapping module, personnel in the field can access critical call information and a map from a single screen. Addresses, cross streets, hazards, updated call comments, responding units, weather, and premises and HazMat information can be accessed alongside the map. From the AVL map, users can see the

location, status, and contact information of responding units, view the quickest route to a call, and access building schematics and live camera feeds.

Unit Location Display

Dispatchers and field officers can view the location of agency units and CAD calls on a jurisdictional map. This enables dispatchers to quickly assign units to calls based on proximity and field officers can view the map to determine the shortest route to calls. This can occur directly from the map by dragging a unit to a call or vice versa.



Spillman's Mobile AVL Mapping technology provides access to comprehensive information

Unit Status Information

The Unit Status screen displays the status of units dispatched from an agency's dispatch center. For each unit, the software displays the status, active call, assigned zone and agency, and current location or most recent radio log entry.

Mapping Tools

Users have the ability to easily search by X and Y coordinates, calculate the distance between calls with a measuring tool, hyperlink a website or photo to a call, and view predefined map layers such as law and fire zones, water sources, and ortho images. This powerful functionality allows users to view call and officer locations as well as receive turn-by-turn driving directions to improve response times.

Spillman Touch

The Spillman Touch interface allows public safety personnel to access records and images, search for data, view dispatch information, and receive call assignments using a mobile device such as a smart phone or tablet. Full integration with the Spillman database enables users to see dispatch calls as they are received as well as update unit status. Spillman Touch is compatible with the Blackberry, Android, iPhone, and Web OS (Palm) smart phones. It is also designed to be used on the iPad or a desktop computer, allowing personnel to take advantage of crisp, high-resolution navigation through maps and other mobile data.

Real-Time Call Updates

Users can view all active calls, the nature of the call, address, and any assigned units. Calls are color-coded by status, allowing users to quickly see whether officers have arrived on the scene and if a unit's timer has expired. Users can also view call comments and enter their own comments from the mobile device.

User-Friendly Interface

The Spillman Touch interface is designed for convenient click or touch-screen navigation from a mobile digital device. Images appear on the screen as thumbnails and can be viewed full screen by touching or clicking on the image. The images have been configured for mobile digital device screens to conserve bandwidth for faster downloads. Phone numbers are automatically formatted as links so that users can direct-dial them from a device. Users can also send emails with links to a record. In addition, Spillman Touch utilizes the same user login information as the main Spillman system, streamlining access to important data.



Spillman Touch supports advanced mobile information sharing

Field Searching

Users can search the agency database for names, property, vehicles, and incidents. They can also view Spillman Involvements® related to any record. In addition, the application helps maintain officer safety by displaying records with warrants or alerts in red.

Spillman Touch supports wildcard searching, and if a search yields no results, secondary search rules are used to match a possible record. For example, if no results are found on a name search, the software searches for a matching social security number or driver license number.

Data Partitioning

Sensitive data can be protected using the data partitioning feature. The application obeys the partitioning rules already in place in the Spillman system, allowing users in the field to see only records that they have been authorized to view.

Integration with Google Maps

When an address is selected in the Spillman Touch application, a Google map is automatically opened. Users can see the current address, destination, traffic information, and turn-by-turn directions.

6.4.2 RMS Subsystem

RMS must be fully integrated with the other Law Applications to avoid/eliminate redundant data entry and redundant system admin functions wherever possible. RMS must support multi-jurisdictional record keeping functions. The new System must include automated workflow, in combination with the development of a custom interface to JALAN/IJS, to eliminate the existing "wheel" functions that are described in this RFP without loss of functional capabilities the "wheel" currently provides end users in Shasta County agencies. Contractors are reminded that RMS includes countywide access to thousands of indexed files, which must be accessible to new System users. Contractor will work with the City IT department in creating the mechanism for access to these documents by System end users (see Exhibit F, Imaged Documents Access Specification). Contractors bidding on this project should reference Exhibit H (Workstation, MDC and CLETS Access Inventory) to determine software licensing and user access. Note that agencies external to APD, RPD and SCSO are "System-query only" users unless otherwise stated.

Confirm.

Records Management System (RMS)

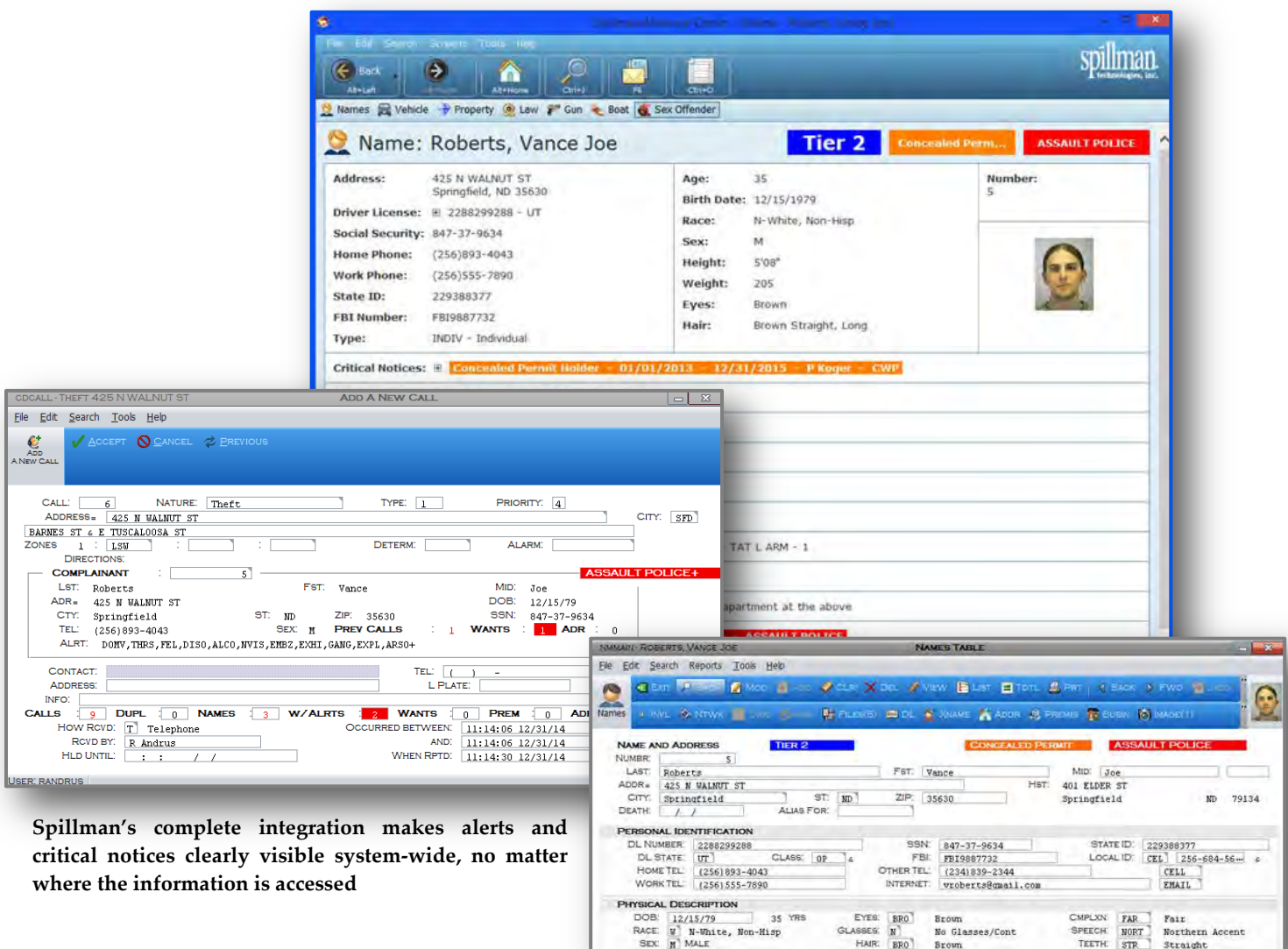
Spillman's Law Records Management System consolidates all law incident records into one database and provides easy-to-generate incident and case management reports. Each record has a name association and incident number, along with information on property, item, and vehicle involved. For criminal and non-criminal incidents alike, agencies can track complaints, victims, offenders, suspects, witnesses, evidence, vandalism, arson, vehicles, or stolen and recovered property.

Accurate Reports

Users can easily generate reports for crime analysis, presentation, and archiving by developing preformatted reports or configuring ad hoc reports to clarify department initiatives and document progress. An agency can also compile detailed crime summary and activity information such as offenses, arrests, and law incidents for submitting UCR reports as necessary.

Automatic Visual Alerts

Agencies improve investigator and officer safety with alerts that indicate dangerous, wanted, or missing persons. Once an alert is attached to a record, Spillman's integration populates the alert wherever the record exists.



The screenshot displays the Spillman software interface, which is used for managing law enforcement data. The main window shows a record for Vance Joe Roberts, a 35-year-old male, residing at 425 N Walnut St, Springfield, ND 35630. The record includes contact information, a driver's license, and a social security number. A critical notice indicates a concealed permit holder status from 01/01/2013 to 12/31/2013. A smaller window titled 'ADD A NEW CALL' is open, showing a theft report filed on 11/14/06 at the same address. The call entry form includes fields for call number, nature, type, priority, address, and complainant information. A third window, 'NAMES TABLE', provides a detailed view of the individual's personal and physical identification data, including birth date, race, height, weight, and various identification numbers.

Spillman's complete integration makes alerts and critical notices clearly visible system-wide, no matter where the information is accessed

Detailed Case Management

Agencies have the ability to follow detailed status information to help track cases from beginning to end. Spillman's case management feature uses Involvements® to link information on all persons, property, and vehicles associated with a case.

Dispatch Integration

End users can eliminate duplicate entry through Spillman's integrated solutions. The RMS module is linked directly with the Spillman CAD which allows the software to automatically transfer appropriate information from calls to related incidents ensuring rapid and consistent data entry.

Advanced Security and Intelligence

The Spillman system allows agencies to store an unlimited amount of intelligence data about the hangouts, associates, vehicles, employment, and activities of individuals or groups. In addition, administrators will be able to protect data integrity with flexible security features that will allow users to secure privileged information.

Organized Dissemination

The system also tracks all information disseminated through the RMS module. Users have the ability to record the full text of the disseminated information and create a link to the Name record of the party receiving the information.

The City is also interested in acquiring a system that will support manual data entry of legacy data including dates, original case number, officers and staff involved, etc. Once entered into the system, data access and retrieval should be supported by all System search routines. The City is concerned about the level of end user intervention that may be required for the new System to generate UCR reports. Some systems appear to have difficulties in the correlation and translation of California crime codes to UCR codes that requires end user intervention in the records department to correct codes prior to submission. Contractors must clearly explain how this is avoided, or at least minimized in the new System, beginning with the creation of the initial report, the editing and approval process involved, and the exact process and procedure associated with moving from report to UCR submission and the level of end user intervention necessary to successfully submit an accurate UCR to California Department of Justice (DOJ). RMS modules desired for the new System are listed on p. 66. Contractors must identify the module or application in their inventory that provides the functionality implied by the generic name used in this list. Include a detailed description in the proposal that clearly describes the full functionality of each component, including workflow, screen shots, etc. as may be necessary for IPS to fully understand how your system will work in the IPS environment.

Uniform Crime Reporting (UCR)

Using the Spillman system, the agency will be able to easily compile detailed crime summary and activity information such as offenses, arrests, and law incidents for submitting UCR reports that meet state and federal standards. The needed information for UCR reporting is automatically retrieved from the Spillman system for report generation, eliminating any manual or redundant efforts to create these reports. Additionally, there is no need to re-enter any information into system to produce a UCR report – the Spillman software gathers all the necessary information upon record entry.

The top 10 requirements end users identified for RMS include:

- **Reduce data entry.**

One of the distinct advantages of Spillman is that our technology captures, links, and reports data in real-time through the use of a unified, single-source database. Because all of that information is stored in a single location, it can be populated and referenced throughout the entire Spillman solution, creating immediate and seamless access to information for all users at all times. This level of integration virtually eliminates duplicate data entry at every level, ensuring the most current content is available from any access point in the system no matter where it originated.

- **End-user personalization of screens and text and the ability to access multiple screens (unrelated incidents/queries) at the same time.**

Spillman provides end users with the ability to personalize the system to their liking. For example, font colors and sizes can be adjusted, screen layout preferences are saved per user, alert sounds are customized by user, etc. Spillman also provides the ability to access multiple screens at the same time.

- **Electronic submission of reports to state/federal agencies. Intuitive UCR reporting that eliminates/greatly reduces manual entries/corrections.**

- a. **UCR**

- b. **MACR**

For UCR reports created in the system, we offer audit reports, which allow users to verify the accuracy and completeness of reported data. Spillman holds state reporting certification and offers an integrated NCIC interface to aid in required report submissions.

- **Ability to create and export custom reports including the California Boating Accident Report (DBW form BAR-1).**

Spillman has two directories for reports, one that holds all preformatted reports that come with the system, and another that holds ad hoc reports that are created by the agency. Users always have the option to customize outputs based on the standard reports in the system, or they can create their own based on unique parameters. Each time a new ad hoc report is developed, the system saves it for future access. A custom report may need to be created for the California Boating Accident Report; further discussions are requested.

- **Maximum CLETS masks with maximum, configurable dropdown menus/tables to match DOJ/CLETS codes.**

As noted above, Spillman's standard interface to CLETS includes a detailed list of CLETS transactions. Please see **Exhibit 7** for further information on our CLETS interface.

- **Query/retrieval ability to produce a simultaneous search of multiple databases (CLETS/NCIC/DMV/local/county/state history), prompted by single query transaction, with multiple broad and/or specific search term fields (i.e., social security number, driver's license, etc.)**

What Spillman's single-source database structure allows for is the prevention of redundant data entry and the elimination of duplicate names, vehicles, and property records. The Spillman product allows our customers to immediately access information from all of the system's modules without the need for multiple queries or verification of search results. This can only happen because the system is completely connected. For example, information captured during a CAD call can be instantly accessed from the Records Management System, Mobile Data Computers, and all other modules in the solution, whether that access is across jurisdictions or within a single geography.

- **Ability to gather and aggregate information regarding gangs, businesses, schools, etc. with the ability to search on a variety of data elements.**

Our customers can search records instantly with a minimal amount of information. Spillman's precise searching functionality allow agencies to search on individual fields or a combination of fields using a wide range of search types, including partial pattern match (wild cards), date or value range, and "sounds like," "less than," "equal to," or "greater than" queries. Users then have the option to export the search set to whatever ad hoc report may be appropriate.

- **System-wide standardization/integration across all applications with consistency in the look and feel of applications without being overly complicated for end users; single log-in for all system capabilities. Smooth transition with adequate end-user training and support.**

The Spillman system features a Windows® graphical user interface (GUI) that is consistent across all applications. This interface includes keyboard and mouse

navigation, drop-down lists of valid entries for coded fields, one-stroke function key commands, and mouse-click functionality. The proposed system also employs drag-and-drop dispatching, right-click shortcut menus, double-click functionality, toolbar options, and many other features that increase efficiency and accuracy.

- **End user training where necessary; a train-the trainers approach where reasonably possible to save costs but not at the detriment of the end user's ability to effectively use the System. This is especially true for field officers and external agencies that have query only access to the new system (i.e., DA's office, Probation, etc.). Note: Pricing for training of external agency personnel (personnel outside that of APD, RPD and the SCSO) must be listed as a separate line item (per agency) in the pricing proposal.**

Most of our training is based on the principle that working directly with the software is the best way to become familiar with its functionality. Spillman's end user training consists of classroom instruction, written examinations, and practical exercises. In the classroom, Spillman instructors provide an overview of documentation, software maintenance policies, and the correct procedures to follow for timely maintenance response. The written exams evaluate conceptual understanding of the system, while practical exercises evaluate the proficiency of each end user.

- **Ability to redact and/or delete names and specific report information for public report release and/or record seals.**

Spillman users always have the ability to either partition sensitive information, such as hiding or blacking out images, or deleting the record entirely.

For property and evidence (P&E), APD and RPD currently use the P&E module in SAPSS. SCSO uses the 3rd party web-based application called Tracker. IPS desires to replace both systems with an integrated P&E module in the new RMS. Functions required for this module include but are not limited to:

- **Fully integrated with RMS.**
- **Manage and track property and evidence.**
- **Bar code support (using existing four (4) Motorola MC55 PDA handheld devices currently in use at the SCSO and the three PDA devices to be proposed by Contractor pursuant to the requirements herein).**
- **Portable signature capability**
- **Basic and advanced search functions (i.e., location, date of transaction, disposition, names, etc.)**
- **Ability to attach documents, crime scene photos, video and audio to the case record.**
- **Print address labels.**
- **Print bar code labels.**
- **Support extensive property classification types (i.e., bicycles, clothing, firearms, etc.).**

- Ability to monitor and track dispositions (including the ability to automatically set flags based on type of property).
- Track, monitor and automatically set flags for dispositions on firearms
- Ability to pre-fill and produce the State of California, Department of Justice Physical Evidence Form BFS-!
- Ability to automatically update state and federal DBMS (i.e., CLETS; recovered firearms).
- Ability to track property and evidence by individual items or groups.
- Ability to add and configure new property locations (i.e., new bins, new rooms, new buildings, etc.) without the need to contract with the Contractor to reconfigure the system.
- Ability to support multi-agency property tracking for property stored at the SCSO (SCSO, probation, Cal Fire, Cal Met, SINTF, etc.) as well as property processed and stored by APD and RPD at their respective locations. Multi-agency support requirements include, but are not limited to, chain-of-custody, reports, viewing of information, etc. Each agency must be able to track and view their own data; other property information related to other agencies must be accessible with security rights only.
- Ability to conduct inventory identification and status by location (i.e., bin, locker, shelf, room, building, etc.) without the need to scan each item individually.
- Ability to make administrative changes (i.e., add new users, change user access rights, change passwords, etc.) at both/either the desktop workstation or the mobile PDA device.
- Ability to produce a variety of types and sizes of bar code labels.
- Ability to utilize existing bar codes w/ inventory numbers up to 16 characters and print property tags that include descriptive information related to the property being processed (i.e., agency, date, officer, property type and description, etc.)
- Track and print chain of custody.
- Ability for the end user (or system administrator) to develop custom and Ad hoc forms and reports (IBIS, DOJ, ATF) with the ability to be modified as needed.
- Ability to audit stored property, track locations and identify property stored out of order or in the wrong location by simply scanning the item in question.

Evidence Management

Spillman's Evidence Management module simplifies evidence tracking, allowing each agency to maintain a complete and accurate chain of custody for every piece of evidence received. The Evidence Management module records changes in the location, status, and custodian of evidence items, providing a detailed history from the time an agency receives an item until the release or disposal of the item.

Complete Evidence History

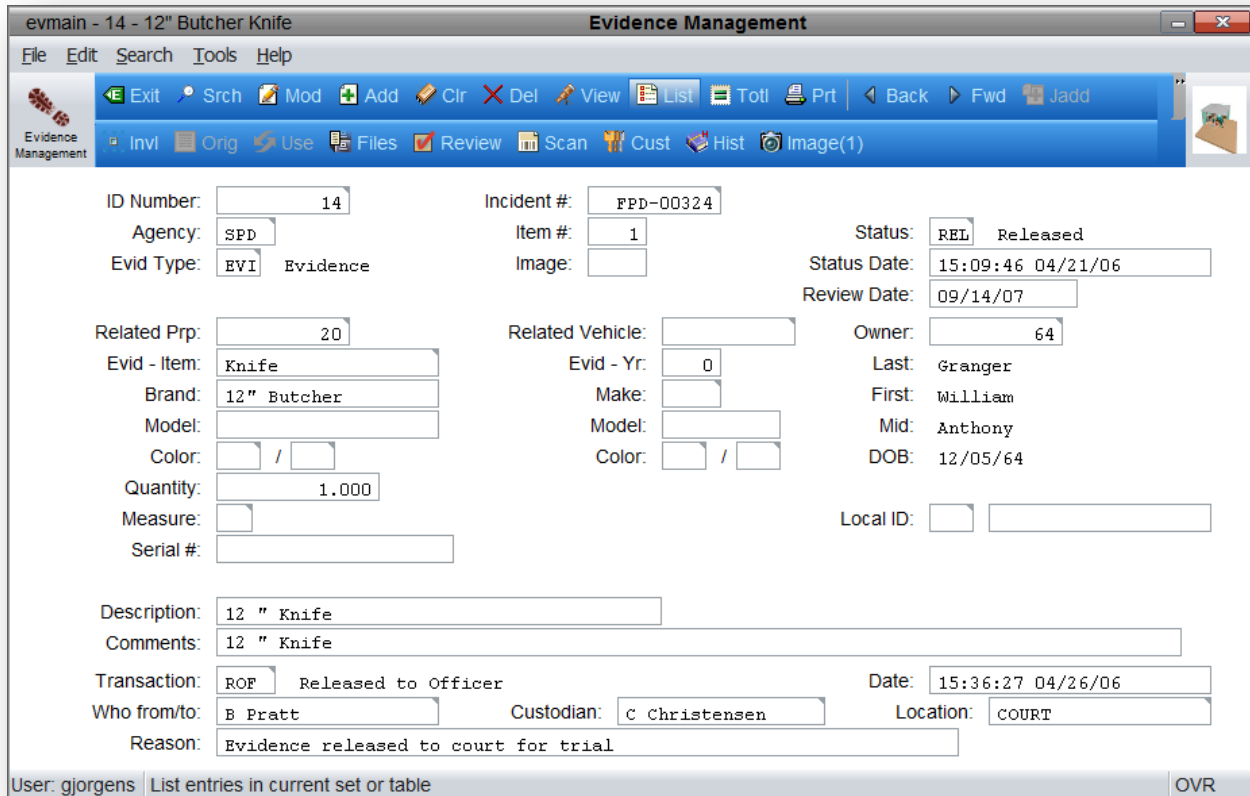
Users can automatically track modifications to evidence records from the time the agency takes an item into custody, to lab analysis and court appearances, to the release or disposal of the item.

Evidence Reporting

With Spillman, users can instantly run critical evidence reports such as the Case Closed Evidence report, which shows evidence custody for completed and closed cases. The Generate Barcode List report allows agencies to create barcodes for any code table that has an abbreviation code and code description, and the Evidence Location Summary report shows the location of evidence including barcode ID number, evidence type and incident number.

Interface Features

With the Evidence Barcode & Audit Interface, users can manage evidence room in minutes, saving hours of personnel time. Barcoding allows for simplified data entry, precise labeling and hand-held auditing of storage locations. Participating agencies can easily inventory and audit evidence using a handheld barcode reader to check data against the Evidence Management table for discrepancies in item location.



The screenshot displays the 'Evidence Management' software window. The title bar reads 'evmain - 14 - 12" Butcher Knife'. The menu bar includes 'File', 'Edit', 'Search', 'Tools', and 'Help'. The toolbar contains various icons for file operations and evidence management. The main form is divided into several sections for data entry:

- Top Section:** ID Number (14), Incident # (FPD-00324), Agency (SPD), Item # (1), Status (REL Released), Status Date (15:09:46 04/21/06), Review Date (09/14/07), and Evid Type (EVI Evidence).
- Related Information:** Related Prp (20), Related Vehicle, Owner (64), Evid - Item (Knife), Evid - Yr (0), Last (Granger), Brand (12" Butcher), Make, First (William), Model, Mid (Anthony), Color, Color, DOB (12/05/64), Quantity (1.000), Measure, and Serial #.
- Description:** 12 " Knife
- Comments:** 12 " Knife
- Transaction:** ROF Released to Officer, Date (15:36:27 04/26/06)
- Who from/to:** B Pratt, Custodian: C Christensen, Location: COURT
- Reason:** Evidence released to court for trial

At the bottom, the user is identified as 'User: gjorgens' and the action is 'List entries in current set or table'. An 'OVR' button is visible in the bottom right corner.

Spillman's Evidence Management module provides detailed evidence data

Detailed Evidence Data

The proposed solution facilitates the entry of detailed information into the Evidence Management screen including property item, storage location, identification number, comments, and any activities associated with the item. Users can also efficiently add, modify, and search for existing records within the screen.

Evidence Barcode & Audit Interface

The Evidence Barcode & Audit Interface module provides agencies with barcoding capabilities for evidence management along with a portable handheld barcode reader to inventory and audit evidence rooms for tracking location and movement.

Automatic Data Transfer

Users have the ability to attach barcode labels to evidence items and use a scanner to automatically transfer the data into an evidence record. This saves time and ensures accuracy for agencies as information is tracked throughout the evidence life cycle. Also, the status of multiple evidence items can be changed simultaneously by using the “Scan” option of the interface.

Barcode Printing

Barcodes can be printed directly from the Evidence Barcode & Audit Interface module using either a laser printer or label printer. These barcodes can be printed for either evidence items or all of the Spillman code tables including color, item status, transaction type, and location codes.

Inventory and Evidence Tracking

Using a portable handheld barcode reader, users can easily collect and store scanned inventory details, including the item number, storage location, and custodian’s name. Information on moved evidence items can be tracked as well, including item number, storage location, custodian’s name, transaction code, time and date of transaction, quantity moved, and reason for move.

Detailed Reporting

To ensure data integrity, users can run the Import Inventory Barcode report and the Import Move Inventory report to check for discrepancies between the data downloaded from the portable barcode reader and information contained in the Evidence Management table.

6.4.3 JMS Subsystem

The JMS Subsystem must be an integrated component of the System installed, eliminating unnecessary redundant work efforts, streamlining work processes and include automated workflow capabilities. If JMS is proposed as a 3rd party application, Contractor must provide an interface to/from the other Law Applications to ensure redundancy of end user and system admin work efforts are minimized as much as possible. JMS must support agency billing for inmates booked and held for external agencies. The booking process must support the

ability for the officer in the field to complete the initial report form(s) on the MDC/laptop in the field. Data from those forms must be capable of being sent wirelessly (via Verizon or via 802.11 or other accessible hot spot in Shasta County) to the server where it is accessible, and automatically prefills the booking form at the jail during intake. No redundancy of data entry should occur between the time the initial report is taken and the intake process occurs. Property intake must support both signature and fingerprint acknowledgement of property received. JMS must be bar code enabled and support scanning of wristbands, DL swipe, etc. to minimize keystroke data entry by end users. It must also have the ability to automatically perform complex date calculations related to multiple charges on a single inmate. JMS must allow credit for time served for each day (or portion thereof) the inmate is on a work release program. Inmates on a work release program must not be counted as an in-custody inmate in the jail. The System must be able to produce reports by site for inmates in the work release program. If an inmate does not show up on a particular day, the system must allow appropriate tracking and not credit the inmate for days the inmate did not appear. If an inmate is assigned to alternative sentencing under AB109, the system must be able to show the inmate transferred out of the jail into the work release program. Inmates who are in-custody but not currently in the jail (i.e. in court, at outside hospital for treatment/evaluation) should be listed as in-custody but at another location. They SHOULD NOT show out of custody unless they have been RELEASED from the facility. Reports (custom and standard) produced by JMS must have an option to display, print and/or email the report to individuals or a predefined group. A list of the standard and custom reports currently generated in the JALAN/JMS is available upon request. Contractor is to state whether JMS is fully compliant with all state and federal reporting requirements including electronic submission of those reports to each respective agency. JMS modules desired for the new System are listed below. Contractors must identify the module or application in their inventory that provides the functionality implied by the generic name used in this list. Include a detailed description in the proposal that clearly describes the full functionality of each component, including workflow, screen shots, etc. as may be necessary for IPS to fully understand how your system will work

System Overview – Jail Management

Jail Management System (JMS)

Spillman's Corrections Management solutions provide powerful tools to gather a broad range of vital inmate data. Our intuitive system includes simplified booking processes and jail log information, enabling users to include multiple offences and inmates on a single entry. Customizable inmate assessments and the ability to flag records enhance safety for all system users. Corrections data captured in the system is securely integrated system-wide, creating seamless data flow and allowing users to easily process inmates from start to finish.

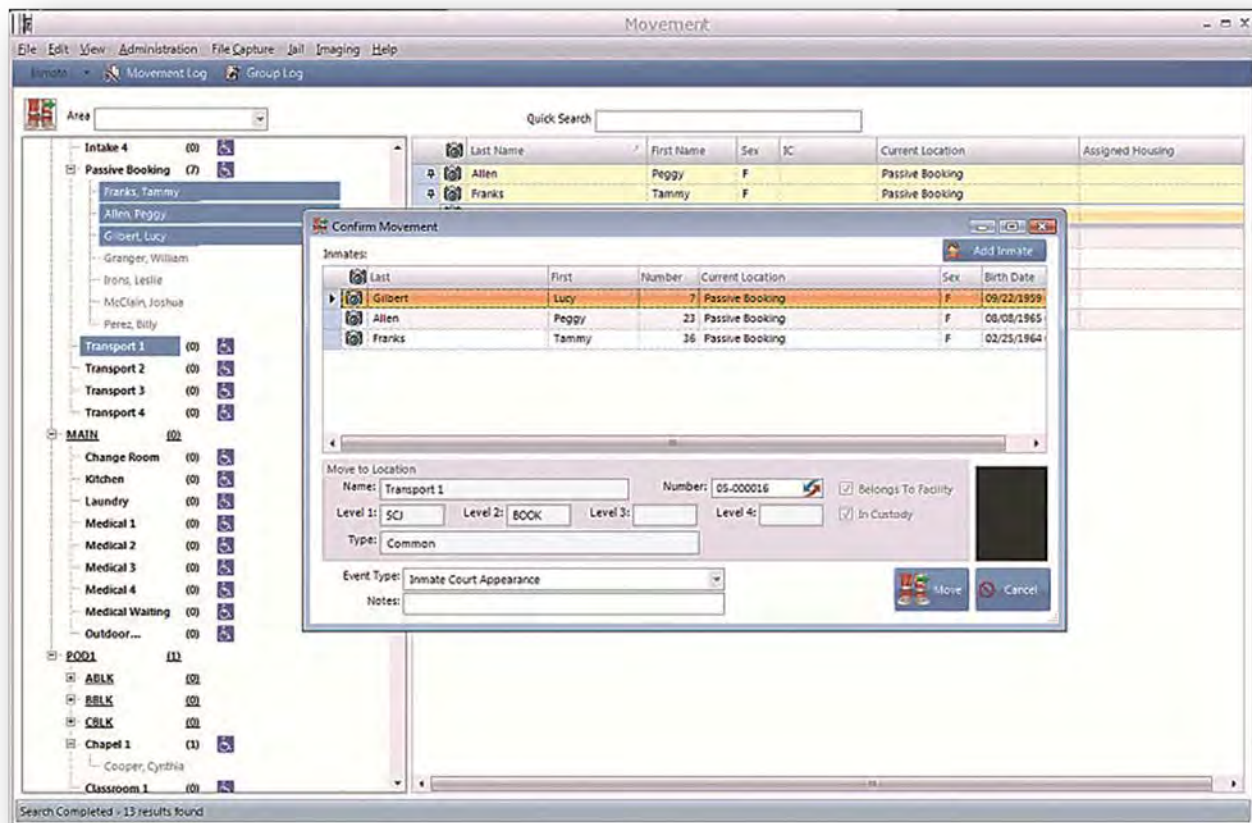
Booking Process

With Spillman, inmate booking is streamline with simple, step-by-step processes and seamless integration with the Records Management solution. As users enter inmate information into the system, menu-driven options allow for the collection of important

details regarding property taken, property issued, inmate medical conditions, and risk assessments. The checklist screen also allows users to see what has been completed in the booking process.

Inmate Movement

Users can efficiently track inmates as they are moved from place to place using a scanner and barcoded wristbands. Agencies can create custom wristbands for each inmate and quickly log the movement of groups or individuals as they enter or leave different locations. The system also restricts users from moving inmates into an area where maximum capacity has been met and provides a warning when gender, juvenile, or security restrictions are violated.



Track inmate movement by dragging and dropping inmates' names to the designated location

Inmate Flags

Valuable inmate information can be relayed to jail personnel using the Inmate Flags feature. For example, an inmate record could be marked with a flag to denote a warning such as violent behavior. Clicking the flag displays the code, description, and detailed instructions regarding precautions that should be taken. These flags can be assigned optional expiration dates that define the date after which they are no longer visible.

Keep Separate

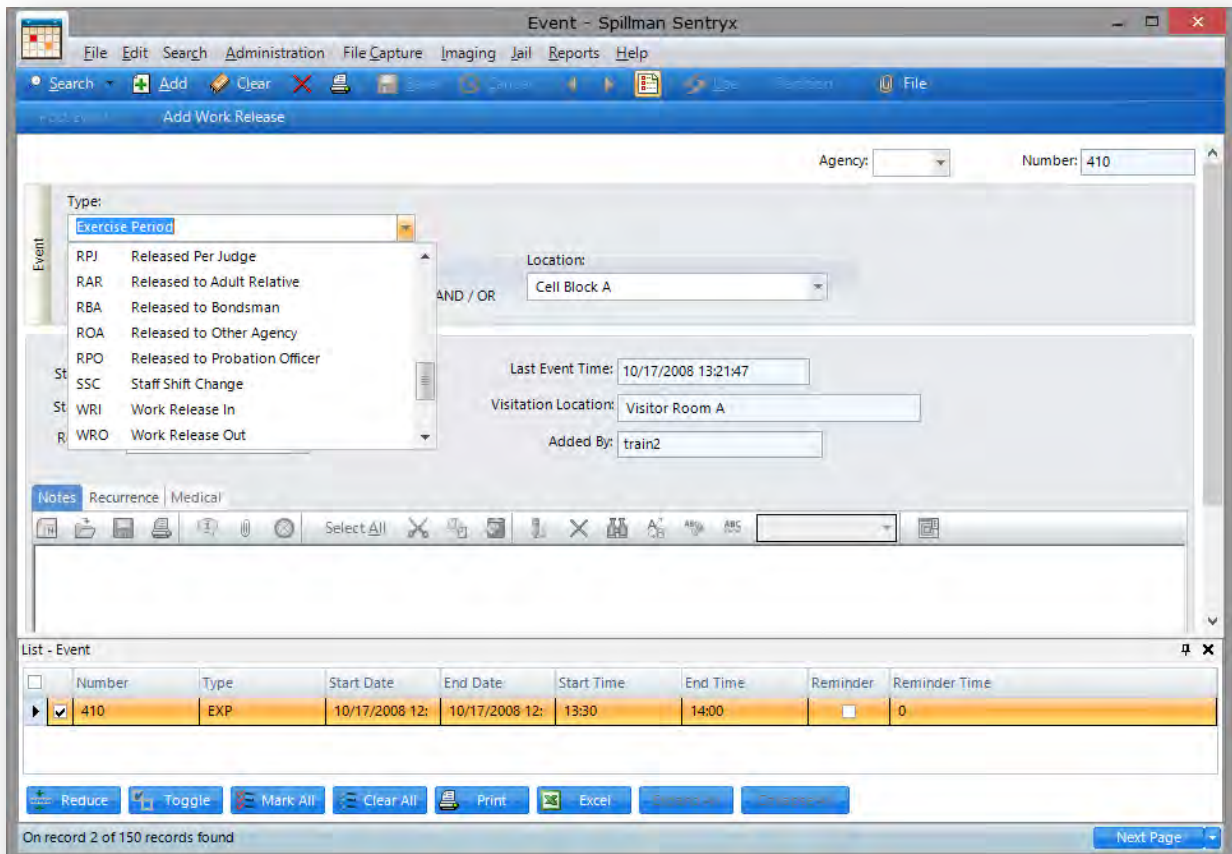
Users have the ability to keep specific inmates isolated from each other using the Keep Separate feature. The software provides notification whenever a Keep Separate violation has occurred. This feature also allows agencies to include an expiration date and narrative for each Keep Separate record.

Jail Log

Multiple officers and inmates can be added to the same log entry with the Jail Log feature, which eliminates the need to create a separate incident for every person involved in an event. Users can also automatically create a jail incident from an inmate log entry. Narratives are stored in a separate detail table for security purposes.

Scheduled Events

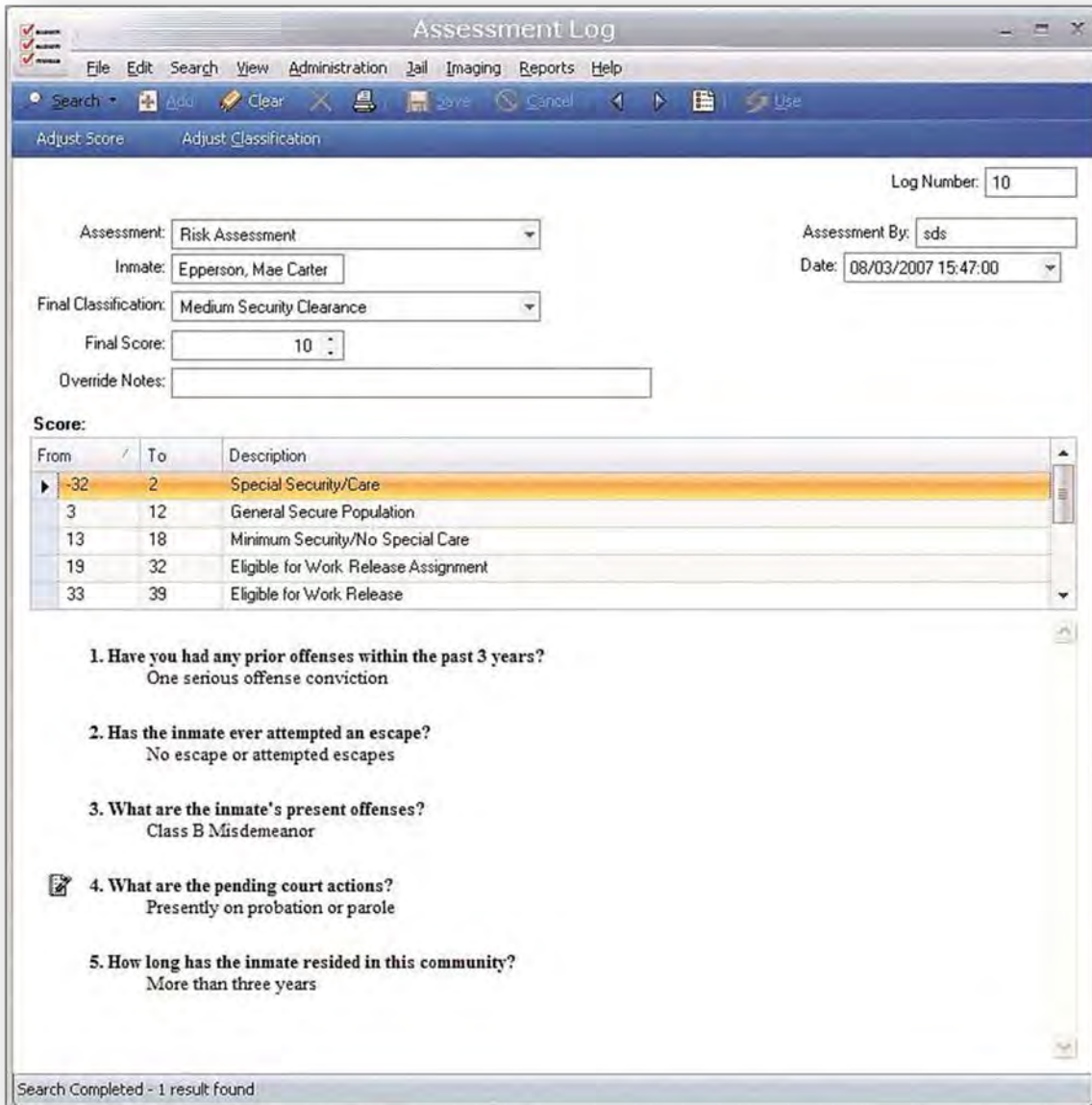
Court appearances, work releases, and any other future scheduled events can be entered into the system and set to recur daily, weekly, monthly, or annually. Events can also be partitioned by agency as appropriate. Agencies have the ability to combine levels and locations in a jail and assign personnel to specific areas. The module's event viewer provides the time, event, inmate name, and other details that may be important for security purposes. Reminders can also be created to show approaching or past due events. The software allows users to snooze, dismiss, or open event details at any time.



Number	Type	Start Date	End Date	Start Time	End Time	Reminder	Reminder Time
410	EXP	10/17/2008 12:	10/17/2008 12:	13:30	14:00	0	

Assessments

Spillman's Assessment feature allows users to create custom inmate assessment questionnaires to determine security restrictions and appropriate medical care. This Assessment feature is decision-tree based, meaning that each question is dynamically determined by the inmate's previous answer. After an assessment is complete, an inmate record is automatically tagged with name alerts, flags, medical conditions, security classifications, and risk factors as appropriate.



The screenshot shows the 'Assessment Log' application window. The menu bar includes File, Edit, Search, View, Administration, Jail, Imaging, Reports, and Help. The toolbar contains buttons for Search, Add, Clear, Print, Save, Cancel, and Use. Below the toolbar are buttons for 'Adjust Score' and 'Adjust Classification'. The main form area contains the following fields:

- Log Number: 10
- Assessment: Risk Assessment (dropdown)
- Inmate: Epperson, Mae Carter
- Assessment By: sds
- Final Classification: Medium Security Clearance (dropdown)
- Date: 08/03/2007 15:47:00 (dropdown)
- Final Score: 10 (text box)
- Override Notes: (empty text box)

Below these fields is a 'Score:' section with a table:

From	To	Description
-32	2	Special Security/Care
3	12	General Secure Population
13	18	Minimum Security/No Special Care
19	32	Eligible for Work Release Assignment
33	39	Eligible for Work Release

Below the table are five numbered questions with their respective answers:

1. Have you had any prior offenses within the past 3 years?
One serious offense conviction
2. Has the inmate ever attempted an escape?
No escape or attempted escapes
3. What are the inmate's present offenses?
Class B Misdemeanor
4. What are the pending court actions?
Presently on probation or parole
5. How long has the inmate resided in this community?
More than three years

At the bottom of the window, a status bar reads 'Search Completed - 1 result found'.

Users can conduct risk assessments to determine housing assignments and risk factors

The top 10 requirements end users identified for JMS include:

- 1. Full compliance with California's AB109 statute is required, including the ability to track split sentencing and alternative custody programs**
- 2. Time tracking w/ automatic calculations for time credits and future release date while in custody or in an alternative custody program (e.g. home electronic confinement, work release, community service, etc.)**
- 3. Ability to track and record time served while incarcerated and/or while out of custody but in an alternative custody program**
- 4. Schedule and track work assignments under work release-type custody programs**
- 5. Track monies owed and paid as a requirement of participation in alternative custody programs**
- 6. Statistical information: TITLE 15, population tracking and accounting, inmate demographics including demographics on sentenced male / female & unsentenced. Track all 1170(h) P.C. arrests for County and state monthly reports. Compile daily, monthly, quarterly and annual reports that are provided to the Annual Report, Grand Jury and other State agencies, as well as the Census Bureau. Track sentenced inmates for out of county contract housing. Monitor release dates on inmates. Capable of printing a Booking Recap Report: Must print out this form every week & email to press & Probation. Social security and SCAAP reporting.**
- 7. Booking, classification: Configurable booking information, and classification questions. Red File information, Alerts, flags, Temperament codes, 290 registrant, Arson, Battery on PO, & Escape Risks, Gang & type, Track classification type i.e. administrative segregation, protective custody, keep away from other inmates, chain for court, chain all movement, and printable reports. Track sentenced inmates / release dates. Track Court dates/arraignment dates, Court lists/printable. Printable Property inventory & release form.**
- 8. Visiting: Visitation is by housing. Ability to check if inmate has already had a visit per housing schedule, and what type of visiting took place i.e., professional, family, etc. Flags: keep away, restraining orders, Disciplinary, loss of all visiting privileges. Warrant check on visitors, restraining orders, keep away, alerts, etc.**
- 9. Disciplinary: configurable form / printed what type of disciplinary i.e. loss of all privileges, loss of visiting, commissary etc. Track disciplinary start, and end times.**
- 10. End user access to court and probation information, court docket information, local RMS and CLETS (warrants/criminal history)**

Spillman looks forward to demonstrating the functionality of our comprehensive Jail Management solution, and the benefits that the Shasta County Public Safety Agencies will realize with a fully integrated public safety software platform.

6.4.4. AFR Subsystem

AFR must support multi-jurisdictional field reporting functions. A goal of the AFR Subsystem is to eliminate paper forms and push electronic information capture out into the field at its source. The downside of this approach is the change in culture and workload this will create for the officer in the field.

To help minimize the impact, the City is highly interested in tools and technology that will help minimize use of keyboards, mice, etc. for the officer on patrol. Contractors are requested to identify potential solutions to this issue in the options section of their proposal. This includes, but is not limited to, DL swipe, voiceless dispatch, voice recognition software that can effectively work in a patrol environment, etc. Forms and reports earmarked for elimination, replacement or consolidation through the acquisition of AFR are prioritized below. Contractors must identify (and explain) how the use of these forms will change with the AFR solution proposed. Copies of these reports are available upon request.

- Offense report - face page, page 2, property sheet and Narrative
- Follow-up Report Form
- Probable Cause Declaration Form—Adult
- Probable Cause Declaration Form- Juvenile
- D.A. Cover Sheet (Complaint form)
- Field Interrogation Card (FI Form)
- Missing Persons- Runaway CJIS 8568 (State of California form)
- CHP Traffic Collision Report 555 (State of California form)
- Suspected Child abuse form SS 8572 (State of California form)
- CHP 187 Form (pursuit form) (State of California form)
- DUI Arrest Report
- DUI-DRE Arrest Report (Drugs) (CHP form)
- Elder Abuse/Adult Form (State of California form)
- Admin Per Se (DUI triplicate- print at the jail) (DMV form)
- CHP Vehicle Report 180 (Stolen Vehicle/Plates Report) (State of California form)

Automated Field Reporting

Spillman's Automated Field Reporting modules allow officers to quickly complete forms from their patrol vehicles. Designed with the mobile officer in mind, all forms have large fields that are easy to navigate using a touch-screen monitor or a keyboard and mouse. Form information is stored in the Spillman Records Management solution, and can be electronically routed for approval.

Automated Data Entry

By querying Spillman's Mobile StateLink product or scanning a driver license barcode or magnetic strip, forms are pre-filled with information from the Spillman database. After patrol officers run a query on a name or vehicle, they can quickly fill out multiple form fields using the search results.

Field Narratives

Field narratives are entered into the system from the vehicle to save valuable time and improve records details. Each user can view, add, and append narrative information or supplemental narratives directly from the Law Incident screen. The text editor displays the prompts that are appropriate for the selected template as users type the narrative information. Spell check and time stamping are also included.

Data Integrity

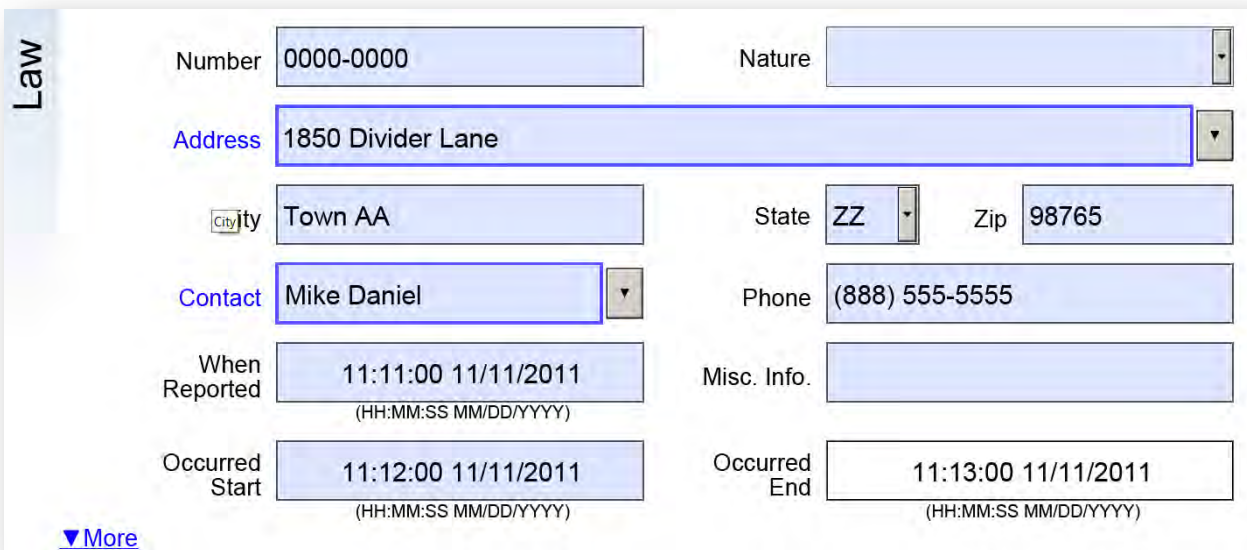
Wherever possible, data is entered from a drop-down list rather than from open text fields, saving time and helping prevent mistakes caused by incorrectly typed entries. Users must enter data in specified fields before saving the form, ensuring that important data is collected.

Integration

Forms are automatically attached to the Spillman record where they can be viewed, edited, or printed. The system also conducts an automatic search for matching name and vehicle records. New records are created if needed, and Involvements® are generated between associated records.

Customizable Fields

Spillman's Automated Field Reporting modules allow patrol officers to add an unlimited number of people, vehicles, property, and their associated details. Narrative fields have no set length, allowing officers to add as much or as little text as needed.



Spillman's Field Reporting improves efficiencies department-wide

6.4.5 Interfaces

This section includes a list and brief description of the functional requirements for interfaces to external system. Contractors are required to identify the following information for each interface proposed:

- Standard (already exists) or Custom Built (needs to be developed or modified to meet RFP requirements).
- Is the item/interface listed a function that can be implemented by City IT staff (with limited training and support from Contactor) without development required by the Contractor?
- Is the Contractor proposing a one way or two way interface?

- Will the interface be batch or real time? If batch, at what frequency and will it be automatic or require end user intervention?
- Is the interface proposed query only or query and update?
- Will "screen scraping" be used?
- Will the interface be developed using a programming language (if so, identify the language or dbms used) or will the interface be developed using ODBC or web enabled access type tools to simplify the development and long term support requirements?
- Will City IT staff be able to maintain the interface over time without additional assistance from Contractor?

Contractor will develop, install, configure, test, document and remedy defects of all interfaces prepared by Contractor prior to go-live. The City will be responsible for providing adequate network connectivity between the System and the external systems and databases interfaced to the system as described herein. Contractors must identify in the proposal the bandwidth requirements between the system and externally interfaced systems and databases necessary to effectively accomplish the interfaces required by this RFP. Interfaces must be designed with the purpose of minimizing (or eliminating, if possible) redundant data query and/or redundant data update work processes of IPS end users. All interfaces must be designed in such a way as to provide timely processing as reasonably required for the types of transactions involved (i.e., monthly batch transmissions would not be appropriate for a process that requires the CLETS firearms database to be updated immediately upon recovery of a stolen firearm or for the processing of warrant information).

Confirm. For more information, please see the interfaces section of the provided Cost Proposal.

Contractor must clearly state what warranties will be provided to ensure each interface will work correctly during a) implementation, b) the one year warranty period, and c) any subsequent maintenance period. Contractor must also state what costs, if any, the agency will incur in the event any interface "breaks" or ceases to function as originally designed during any of the aforementioned periods.

Spillman's interfaces have the same warranty and warranty period as the application software. The interfaces also have a yearly maintenance fee, therefore should the interface "break" it will be subject to the same terms and conditions of the Support Agreement just as the application software. Spillman would fix the interface in order for it to be functional again. For prices of the warranty and maintenance of the interfaces please see the warranty and 10 year maintenance tab of the price quote.

Standard interfaces must be proposed where available. If the standard interface does not include one or more functional capabilities described below, Contractors must identify the deficiency or variance and state whether that deficiency or variance can be added to the interface (and at what cost) without risking long-term cost or support issues. Additional cost quotes to "upgrade" standard interfaces to meet these requirements must be shown in the cost proposal. All interfaces must be itemized. If an interface is provided at no cost, or

1 **"included" in the system price, it must be identified as such. All services related**
2 **to each interface must be included in the total price for that interface. Each**
3 **interface must be identified with it's respective Law Application. T&M estimates**
4 **are not acceptable; all interfaces must be bid at a fixed price not to exceed.**

5
6 Confirm. Please see the interfaces tab within Spillman's separately sealed **Cost Proposal** for a
7 list of both standard and custom interfaces, as well as descriptions and assumptions for the
8 custom interfaces.

9 10 **6.5 Training**

11 **Training has often been problematic in large-scale projects. Cost, quality,**
12 **duration, trainer qualifications and effectiveness, and staff's ability to retain**
13 **information are all areas of critical importance that can impact the end result. The**
14 **City is well aware of these issues and cautions all Contractors to consider the**
15 **value and importance this agency places on training for users, trainers, and**
16 **System Administrators at the City. Therefore, Contractors should consider several**
17 **factors in the preparation of the training portion of their proposal. All training is to**
18 **be provided by Contractor at IPS facilities; no travel will be allowed for the City or**
19 **County staff to attend training programs at Contractor facilities or any other**
20 **location during the implementation process. No other agency or outside party will**
21 **be allowed to attend or participate in training related to this project. Contractors are**
22 **encouraged to propose their standard training methodology while considering the**
23 **demographics and staffing levels indicated in the exhibits to this RFP, but include**
24 **optional training in the options section of the cost proposal. Please note that a**
25 **train-the-trainers approach is discouraged for some positions (i.e., dispatchers), but**
26 **may be required in some situations (i.e., field personnel) to minimize costs. System**
27 **Administration training must be provided for at least four (4) personnel. System**
28 **Administration training and end-user training must cover all aspects of the System**
29 **including; basic, intermediate and advanced functions. Contractors are to provide a**
30 **detailed explanation as to the quality of the training proposed and the guarantees**
31 **Contractor will provide if training is deemed substandard, incomplete or inadequate**
32 **for staff. Contractors are encouraged to offer supplemental training programs and**
33 **training aids including, but not limited to System on-line help programs (help**
34 **programs imbedded within the Law Applications), web-based training and web-**
35 **based seminars, user conferences, etc. This is to supplement, not replace, the on-**
36 **site training requirements as stated herein.**

37
38 Confirm. Thorough initial training is critical to the successful operation of any public safety
39 software system. Well-trained users input data more efficiently, make fewer mistakes, and
40 generally contribute in more positive ways to agency objectives. Because Spillman always
41 recommends end user training rather than a train-the-trainer approach, we can ensure Shasta
42 County Public Safety Agency users have an optimal understanding of how to maximize the
43 solution.

Initial and Ongoing Training Opportunities

Spillman's approach to training in particular ensures our customers have the ability to maximize the software and its functionality. We are committed to educating all system users, and we provide a number of avenues to accomplish this task. Spillman dedicates resources to train end users and system administrators using several methods at implementation and on an ongoing basis.

End User Training

Most of our training is based on the principle that working directly with the software is the best way to become familiar with its functionality. Spillman's end user training consists of classroom instruction, written examinations, and practical exercises. In the classroom, Spillman instructors provide an overview of documentation, software maintenance policies, and the correct procedures to follow for timely maintenance response. The written exams evaluate conceptual understanding of the system, while practical exercises evaluate the proficiency of each end user. Although many vendors prefer train-the-trainer, Spillman strongly recommends end user training to ensure full user adoption of the system.

System Administrator Training

Training courses and documentation are offered specifically for the agency's dedicated system administrator, or Spillman Application Administrator (SAA). These courses include basic application administration, system fundamentals, maintenance operations, code table setup, and project team development. An agency's SAA typically has "super user" privileges, which allows them to perform any system tasks at any time.

Web Demonstrations

Spillman also periodically conducts web demonstrations to disseminate new information. These demos are traditionally provided through conference calls that allow agency personnel to follow along at their own workstations. Our team of highly skilled trainers is experienced in leading various web sessions that are generally focused on Spillman's existing products as well as new features that are still under development.

Miscellaneous Training

Our customers have access to a full online classroom education website that is designed specifically for the purpose of training our users. This website contains a software training and tutorial video library through which Spillman instructors are able to guide users in system use. Also included are module quizzes, documentation, glossaries, discussion forums, and links to other websites that provide valuable information.

6.6. Data Conversion

No data conversion is to be proposed at this time. A data conversion task may be added at some time in the future.

Confirm.

6.7. Law Application Software Documentation

Contractors are requested to provide a sample of their system and end user documentation with their proposal. If a non-disclosure form is required prior to receipt of proprietary documentation, please include the form in the Letter of Intent per Section 2.4. Contractors must identify the level of effort they will expend to guarantee accuracy of the documentation with the functionality of the System proposed. Contractors must identify the timeframe to which they will comply in terms of updating Documentation in the Escrow Account.

Please see **Exhibit 8** for sample user documentation as requested. Following any enhancement releases, all of our customer agencies have immediate access to all updated materials via the MySpillman website.

6.8. Testing and Acceptance

Contractors must describe the testing, de-bugging, cutover (go live) and acceptance process proposed for the System installed. Contractors must clearly state the levels of performance and reliability the System will achieve once the System is operational and the level of performance and reliability it will maintain over the long term. The testing and acceptance process must include a phased approach for each Subsystem proposed, and it must ensure that each component is complete in all respects before go-live occurs. Contractor must clearly explain the performance, functional and reliability tests they will perform and the results they will achieve prior to go-live operations.

Acceptance Testing Overview

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

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

Functional Testing

Prior to Go-live, Spillman will provide the Customer with its standard functional acceptance tests for each Spillman application module. With assistance from Spillman, the Customer will conduct Functional Tests on the System to verify that that commands work as intended within mutually developed test scenarios, and that each module, as well as all System interfaces, functions according to the Functional Specifications Document developed as a System implementation task.

In the process of testing the requirements, the Customer will also test specific commands to determine whether the command executes the function it was intended to execute in the manner expected, whether the command generates the appropriate acknowledgement message,

1 if information is correctly sent and received, and whether the commands generate the
2 appropriate error messages when input incorrectly.

3
4 During Functional Testing, Spillman and the Customer will track whether requirements pass or
5 fail a test. If a requirement fails a test, it will be classified as a "Failure." Spillman shall have up
6 to ten (10) days to correct any Failure or provide an explanation of when the Failure will be
7 corrected. Spillman shall resolve the Failure either by fixing the Failure or by providing a
8 mutually agreeable resolution. Once a Failure is corrected, Spillman and the Customer will
9 conduct additional testing of that requirement to verify that it passes the test. The System will
10 be deemed to have passed Functional Testing when all requirements pass the test or mutually
11 acceptable remedies for the Failures have been developed.

12 13 **Performance Testing**

14 The purpose of the Performance Test is to verify that the System meets the transaction
15 performance standards in the final Agreement. Prior to Go-live, the Customer will be
16 responsible for conducting the Performance Testing and will be expected to do so several times
17 during the implementation process. For the purposes of Performance Testing, command
18 transactions times are measured from operator action until visual response or operation
19 completion.

20 21 **Reliability Testing**

22 Upon Go-live, the System will undergo a 30-day Performance and Reliability Period. The
23 Performance and Reliability Test Period consists of Performance Testing and Reliability Testing.

24
25 During this test period, the Customer will need to maintain a log of any discovered errors.
26 Errors will be classified and remedied according to severity using the Error Level Designations
27 and Remedies listed in Section 0.

28 29 **Error Level Designations and Remedies**

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

33 34 **Error Level 0 (P0)**

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

- 36
37 • The entire Spillman application or a core Spillman component (i.e., HUB, RMS,
38 JMS, CAD, Mobile) does not function

39
40 In the event a P0 Error occurs, the Customer will immediately notify Spillman and the
41 Performance and Reliability period will be cancelled. Spillman personnel shall

promptly resolve the problem at no additional cost to the Customer and a new Performance and Reliability period will begin.

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

Error Level 1 (P1)

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

- Inability to use a module within a System Component
- Material Data loss
- Data corruption

In the event a P1 Error occurs, the Customer will immediately notify Spillman and the Performance and Reliability period will be suspended. Spillman personnel shall promptly resolve the problem at no additional cost to the Agencies and the Performance and Reliability period will re-commence at the point where it was suspended.

Upon receipt of P1 software correction, the Customer has 24 hours to test the software correction and place it into production. If the Customer does not place the software correction into production within 24 hours, the Performance and Reliability period will resume. Once the Subsystem or System operates for the total number of intended calendar days of the Performance and Reliability Period without a Level 1 Error, the Performance and Reliability Test will be completed.

Error Level 2 (P2)

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

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

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

Error Level 3 (P3)

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

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

Performance Testing

The purpose of performance testing is to verify the System meets the transaction performance standards in the final Agreement. The Customer will be responsible for monitoring and measuring System Performance during the 30-day test period. The Customer can conduct any performance test it desires, but must be able to systematically document and track any discovered performance deficiencies, including detailed information as to the sequence of events leading up to the problem, time of day, node name or unit involved and other pertinent details.

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

Reliability Testing

The purpose of the Reliability Testing is to verify the Subsystem will perform in a live environment as per the reliability standards stated in the final Agreement. If a Failure is detected, the errors will be classified and remedied as per the Error Designation and Remedies Section above in Section 4.1.

Final System Acceptance

Final System Acceptance can occur when:

- The Spillman System has operated for 30 consecutive days without a P0 error
- The Spillman System and operated for 30 days without a P1 error
- All P2 Errors have been corrected or a mutually agreeable resolution or plan to resolve all P2 errors has been developed

Spillman needs to be notified in writing of any errors before the end of the reliability period. All errors must be reproducible. If Spillman has not been notified of any Errors within the 30 day Reliability Test period, the System will be deemed accepted.

Each Subsystem must operate in a live environment for a reasonable period of time allowing Contractor to remedy reproducible defects not previously identified and corrected during the pre-go-live tests. Contractor must allocate sufficient time for live operations to a) identify any defects not previously identified, and b), sufficient time for Contractor to remedy verifiable reproducible defects.

Confirm.

After all Subsystems have passed a preliminary acceptance test period in an operational environment, there will be a reasonable period of time of live operations wherein the entire System must work correctly in all respects before final system acceptance may occur. Minor reproducible defects will not interfere with the acceptance process unless the quantity and severity is such that it interferes with the end users ability to perform their tasks. The Contractor is not required to have staff on site during this process, except for a reasonable period of time during switchover to live operations, unless the severity of defects and problems required the Contractor to be on site to repair the system. Contractor shall clearly describe in their proposal both response times and problem resolution times for reproducible defects reported to Contractor during the testing and acceptance period.

Confirm.

6.9. Warranty Period

Contractors must identify the start and end dates of all warranty programs for all Law Applications proposed assuming a project start date of January 4, 2016. These dates must appear in the proposal and in the project schedule. A twelve (12) month System warranty period following final system acceptance is required. The Contractor is not required to have staff on site during the warranty period, unless the severity of defects and problems required the Contractor to be on site to repair the system. Upon completion of the warranty period, the annual maintenance period will begin. Contractor shall clearly describe in their proposal both response times and problem resolution times for reproducible defects reported to Contractor during the Warranty Period.

Spillman's warranty begins at Go-live and runs for 12 months. Spillman's warranty consists of ongoing software maintenance services that include updates, enhancements, and bug fixes, as well as support services that include regular hours of telephone customer service and ad hoc technical support as outlined in the Spillman Services Agreement.

6.10. Annual Maintenance

Contractors must identify the start dates and end dates of all maintenance programs for all Law Applications proposed assuming a project start date of January 4, 2015. This section of the proposal will describe the level of support services that will be provided during implementation, warranty and the maintenance periods identified in Section 5.7. Contractors shall clearly describe in their proposal both response times and problem resolution times for reproducible defects reported to Contractor during subsequent maintenance periods.

As noted above, Spillman's warranty begins at Go-live and runs for 12 months. Annual maintenance begins after the warranty period and also runs in 12 month increments.

Comprehensive Support

Spillman's extensive support and maintenance services are unparalleled in the public safety software industry. We employ well-trained customer service agents dedicated to responding to customer issues regarding the system, and we provide a variety of means to access these support professionals.

Toll-Free Hotline Support

Spillman offers a toll-free number for exclusive use by certified system administrators. Each call is routed through support staff to ensure immediate assistance and maximum customer satisfaction. For 2014, while addressing these calls, Spillman achieved a 54% success rate with our one-call initiative – meaning support needs were resolved in a single call.



Help Desk Support

Spillman has also established a Help Desk within the Support Department designed to provide telephone assistance to our software support customers specifically. Trained Help Desk personnel are available during standard business hours, Monday through Friday, to provide quick answers to questions and immediate assistance with basic system issues.

Coverage Options

To ensure our customers have the access they need, both standard and extended support coverage options are available. Standard coverage includes support Monday through Friday, excluding holidays, during normal business hours. Extended coverage is available for a small additional charge, and includes support 24 hours per day, 7 days per week, 365 days per year. For those customers who do not elect extended coverage, after-hours support will still be available, though it is subject to charges according to the current Spillman fee schedule included in the Support Agreement.

Spillman employs industry-leading support professionals that are available at all times to answer any concern for all of our customers. As a company practice, we do not outsource any of our support or customer service operations. Instead, all customer service questions are handled directly from Spillman corporate headquarters located in Salt Lake City, UT. This allows our support staff to interact closely with our developers and product instructors for answers to complex questions as necessary.

5.7. Section VI Cost Proposal

One set of the Cost Proposal shall only appear in the separate, sealed envelope per the instructions contained in Section 2.0, of this RFP. The cost proposal shall be prepared using Microsoft Excel. All formulas used in developing the pricing must be retained in the spreadsheet to allow the City the ability to easily check for accuracy of all calculations. All products and services for the entire System must be itemized including a column for unit pricing, quantity and extended pricing. Subtotals must be included for each Subsystem and all services must be itemized by Subsystem. For each item listed, there must be sufficient information to understand the quantity and quality of products and services proposed for the fixed price not to exceed price quoted. The cost proposal must include the following sections for all products and services proposed.

Confirm. As requested, Spillman has included our complete Cost Proposal both in Excel format on the provided flash drive, as well as in the separate, sealed envelope accompanying this proposal response.

Section 1 Professional Services

All Professional Services must be itemized. No grouping of services is permitted. The list of categories may include, but not be limited to the following:

- Project Management
- Installation Services
- Integration Services
- Configuration Services
- System Setup Services
- Technical Support Services during Implementation
- Custom Software Modifications must be itemized (if any)
- System Admin and End User Training

All costs must include the number of people, the number of trips estimated for each person traveling to Redding during implementation, and the number of days the Contractor estimates each employee will be on-site for each phase of the project. As a reminder, the proposal is to be bid as a fixed price not to exceed project. In the event additional time (or trips) is required by the Contractor to complete the project through no fault of the City, a change order will not be permitted.

Confirm.

Section 2 LAW Application Software License

Software licensing costs for all LAW Application Software (CAD, RMS, JMS, MDS, MS and AFR) must be priced in this section of the cost proposal. If one or more of the Law Applications are from a 3rd party source, it must be so identified. Note: DO NOT list 3rd party Law Applications under Section 5 below. Include the item in Section 2 but identify the Law Application as a 3rd party product and state the name of the company that owns the source code of the product. Software licenses proposed must be sufficient for the City to be fully operational without changes in

licensing fees during the implementation period. Workstation and usage information is contained in Exhibit G and Exhibit H. Although a site license is preferred for all Law Applications, Contractors must use the lowest cost software licensing scheme possible to minimize initial capital outlay. For example, if a Contractor offers both a concurrent license and a site license for RMS, the concurrent license price would appear in the fixed price amount of the cost proposal, while the optional site license cost (the higher cost of the two) would appear in the options section of the cost proposal.

Confirm. Spillman has made a concerted effort to enhance our product suite by offering a full site license for all of our products to allow our customers to focus more on public safety concerns rather than budgetary constraints. A more detailed overview of our unique licensing structure is provided in Section 6 of this proposal. For software licensing costs, please see the separately sealed **Cost Proposal**.

Section 3 Interfaces

This section of the cost proposal will include two (2) subsections: **Standard Interfaces** and **Custom Interfaces**. **Standard Interfaces** are to appear first, followed by **Custom Interfaces**. A "standard" interface is an interface that has already been built, documented, and ready for installation and requires no significant source code modification or software development for this project. It may be designated as an "interface" but it may also be something as simple as setting up routines to achieve a basic data transfer between ODBC compliant systems. A "custom" interface is an interface that does not yet exist, (or it exists but must be significantly modified by the Contractor to meet City requirements).

High-risk custom interfaces must be identified as such. In other words, if the Contractor feels any interface identified in this RFP may be too difficult to develop and deliver, or too difficult to maintain and support over time, or feels the cost to develop and/or maintain that interface may be cost prohibitive, the Contractor must identify that interface as "high-risk" even if the Contractor is willing to develop and support that interface. This is especially important if the Contractor is unwilling to provide a firm fixed price for either development or long-term maintenance of that interface.

All interfaces must be priced at a "fixed price not to exceed" for both acquisition/implementation and included in the annual maintenance costs. Time and Materials and any form of "estimated cost" will not be acceptable. If additional information is required in order to bid a fixed price for each interface, Contractors are encouraged to submit their questions pursuant to the requirements stated herein. If there are limitations in service and support for the price quoted, they must be clearly stated or the City will assume no limitations will be applied.

Confirm. The price for these services is included in Spillman's separately sealed **Cost Proposal** document.

Section 4 Hardware

The City assumes the only hardware to be proposed will be the necessary servers and backup devices required to operate the System. If additional or peripheral devices are required, the proposal must identify them in the options section of the proposal. The City will determine if any are required (i.e., they may already exist), and will finalize the exact hardware configuration required at a later date. All hardware servers are to be included and itemized. Include the manufacturer, name and model number. All hardware and 3rd party software must be cross-referenced to the Law Application(s) licensed for use with that item. No MDC's or personal computer workstations are to be proposed.

Spillman has been serving the public safety software industry exclusively for more than 30 years. We have installed hundreds of software systems at public safety agencies across the country and understand what is required to get a system up and running from both a technical and hardware standpoint as well as a software standpoint.

The hardware recommendations provided in **Section 6** of this proposal response, as well as the hardware information contained in the **Cost Proposal** are proposed to ensure that the software system runs optimally for the Agencies' desired arrangement. Spillman would request further discussions related to the system's specifications related to hardware to determine the any necessary additions to the existing or proposed hardware environment.

Section 5 Third Party Software

All Third Party Software required for System operation must be itemized and priced in this section of the cost proposal. Third party software may include, but is not limited to, database management systems, report writers, operating systems, 3rd party mapping software, analysis tools, dashboards, etc. All third party software is to be identified by manufacturer, product name and version number. Esri Licensing requirements must be identified, but not proposed as the City is already licensed for most ESRI applications.

Confirm.

Section 6 Miscellaneous

This section includes other items not listed in previous categories including performance bond, shipping costs and taxes, if any. Costs for the first year warranty period and subsequent annual maintenance periods are to be shown separately (see below)

Please see the hardware recommendations provided as **Exhibit 9**.

Section 7 Grand Total

Subtotals for each of the above sections must be included in the cost proposal. The grand total price must be listed as a "fixed price not to exceed" for all products and services to be provided by Contractor for the System proposed.

Confirm.

Section 8 Warranty and Maintenance Costs

This project requires a one-year warranty on all Law Application Software (including applicable interfaces) that begins the day following final system acceptance and continues uninterrupted for a period of one year. Costs for the one-year warranty period are to be shown on a separate line item in the cost proposal below the line entitled "Grand Total". Contractors must identify the start date and end date of the one-year warranty program for all Law Applications assuming a project start date of January 4, 2016.

Confirm. Spillman's warranty consists of ongoing software maintenance services that include updates, enhancements, and bug fixes, as well as support services that include regular hours of telephone customer service and ad hoc technical support as outlined in the Spillman Services Agreement. All system updates, enhancements, and bug fixes are provided ongoing free of charge with an executed Spillman Services Agreement.

Section 9 10 Year Annual Maintenance Costs- Law Application Software

Projected Annual Maintenance Costs for all Law Application Software (including applicable interfaces) are to be shown for not less than ten (10) years. The annual maintenance period will not begin until after the end of the one-year warranty period.

Confirm.

Costs shown must be for all Law Applications and all Interfaces. If one or more Law Application comes from a 3rd party source, state the name of the firm providing the maintenance service and any limitations associated with that service as compared to the level of service that will be provided for the Law Applications provided (and owned) by the Contractor. Annual maintenance price increases for a period of 10 years after Final System. Acceptance shall not exceed the Consumer Price Index (CPI) for the state of California average for the previous 12 months. Contractors must identify the start date and end date of the annual maintenance program for all Law Applications assuming a project start date of January 4, 2016.

Confirm.

Third Party Software and Hardware (excluding 3rd Party Law Applications): Contractors must include a copy of any annual maintenance contracts associated with all 3rd party Software and Hardware also in the addendum of the proposal.

Annual Maintenance Costs for each item are to be shown for not less than five (5) years. Contractors must identify the start date and end date of the annual maintenance programs for all 3rd Party Software and Hardware assuming a project start date of January 4, 2016.

Confirm. As noted above, Spillman's warranty begins at Go-live and runs for 12 months.

Section 10 Options

Items to be priced in the options section of the cost proposal include, but may not be limited to, a site license for each Law Application (itemized by application), peripheral equipment options mentioned above, training options to enhance the quantity of training proposed, and any other item(s) or service Contractor recommends the City consider as a possible System component.

Confirm.

Section 11 Addendum

In this section, Contractors must include: a) sales and marketing literature, brochures, etc., b) a copy of the Law Application Software maintenance contract(s) regardless of whether they are owned by the Contractor or proposed as 3rd party software applications, and c) the proposed purchase, license and/or implementation agreement Contractor intends to use for this project.

A sample compilation of Spillman's maintenance contracts with third party vendors has been provided as **Exhibit 7**.



Exhibit 1

Standard Purchase and License Agreement

Confidential Information

The contents of this packet are confidential and propriety to Spillman Technologies, Inc. Copying or distributing this material is strictly prohibited.

**The content of Exhibit 1
Standard Purchase and License
Agreement have been removed.**

**The pages removed were marked
confidential and proprietary to
Spillman Technologies Inc.**



Exhibit 2

Project Team Resumes

Evan Nyman

Project Manager

Work Experience

Spillman Technologies, Inc. – *Project Manager* (2002 – present)

- Established customer satisfaction through successful implementation and management of projects.
- Acted as software trainer for several implementations.
- Trained both end users and system administrators on in-office and in-car software modules.
- Oversaw customers in several key states, including Wisconsin, Idaho, Ohio, Alaska, and the entire northeast.
- Coordinated multi-million dollar projects involving several departments, strictly following established budgets, timelines, and goals.
- Consulted with Marketing, Sales, R&D, and other departmental leadership to identify and prioritize new product development.

Trapper Trails Council, BSA – *Senior District Executive* (1996-2002)

- Provided leadership to the Boy Scouts of America Trapper Trails Council

Education

Bachelor of Arts in Broadcast Communications

Utah State University (1996)

Skills

- Proficient in several software applications including Microsoft Project, Word, Excel and PowerPoint.
- Fluent speaker of Japanese
- Exceptional presentation and speaking skills

Awards/Certifications

- Project Management Professional (PMP) certified
- Spillman Application Administration certified

Recent Projects

Azusa PD, California* (Gina Miller, [gmiller@ci.azusa.ca.us](mailto:gmillers@ci.azusa.ca.us), 626-812-3235)

Visalia PD, California (Robin Meyst, rmeyst@ci.visalia.ca.us, 559-713-4420)^

Fountain Valley PD, California* (Mike Simko, mike.simko@fountainvalley.org, 714-593-4528)

Glendora PD, California (James Jorgenson, jjorgenson@glendorapd.org, 626-914-8476)

Covina PD, California (Sheryl Ward, sward@covina.gov, 626-384-5669)

Garden Grove PD, California (Rebecca Meeks, rebeccam@ggpd.org, 714-741-5904)

Northport PD, Alabama, Linton PD, Indiana, Claremore PD, Oklahoma, Peachtree City PD, Georgia, Cortland County Consortium, New York, Dane County Sheriff, Wisconsin, Taos County Consortium, New Mexico, Hartford Consortium, Vermont, and Livingston County Consortium, Illinois

Jeff Jensen

Project Manager

Work Experience

Spillman Technologies, Inc. – *Project Manager* (December 2006 – present)

- Responsible for overseeing the successful implementation of Spillman software
- Maintain 100% successful implementation for Spillman Technologies
- Oversee Project Initiating, Planning, Executing, Monitor & Control, and Closing processes while managing multiple simultaneous projects
- Develop and initiate more effective project implementation processes

Account Manager (August 2006 – Dec 2006)

- Established strong relationships with current Spillman customers while managing multiple accounts over several states
- Ensured the satisfaction of current customers while promoting Spillman products and services

Support Department Supervisor (January 2006 – August 2006)

- Developed strong understanding of technical terminology and processes
- Worked to coordinate and improve communication between departments within Spillman
- Oversaw internal projects to enhance the customer support experience
- Managed day-to-day activities within the department

Support Technician (January 2003 – January 2006)

- Interfaced with customers to resolve issues and concerns
- Worked internally with interdepartmental teams to facilitate new product releases

Education

Bachelor of Science in Information Systems and E-Commerce

Utah State University (2002)

Skills

- Programming: C++, HTML, Visual Basic, SQL, Perl
- Systems: Windows Vista/XP/7, Linux, UNIX –AIX
- Other: Microsoft Project, Visio, Seagate Crystal Reports, Access, PowerPoint, Excel, Word, Sharepoint

Awards/Certifications

PMP certified

Spillman Application Administration Specialist Certified (2003)

Trey Davis

Client Services Manager

Work Experience

Spillman Technologies, Inc. – *Client Services Manager* (February 2015 – present)

Include relevant content to your job, and be specific by including end results. If you use the bulleted format, be consistent with your construction.

- Managed customer accounts in Utah, California, Colorado, and Texas
- Coordinated and attended meetings with systems administrators
- Provided quality customer service

BambooHR – *Customer Success Manager* (May 2014 – February 2015)

- Performed customer cross-section analysis to identify customer personas to create value roadmaps for each customer segment
- Delivered value-driven interactions to customers to increase adoption, reduce churn, and foster loyal relationships

Account Executive

- Communicated value and overcame objections while guiding prospects through the sales process to increase company revenue

AtTask – *Product Management Intern* (January 2014 – April 2014)

- Conducted competitive, market and industry analysis to identify attractive product expansion opportunities to increase pre-enterprise adoption and lead generation
- Performed contextual on-site customer visits to understand customer objectives, goals and pains to compile an attractive new product offering
- Proposed and presented a minimum viable product and testing strategy to validate new product offering

Education

Bachelor of Science with emphasis in Business Management

Brigham Young University (2014)

Skills

Software Proficiencies: MS Word, MS Excel, MS PowerPoint, Qualtrics, Adobe Photoshop

Proficient Languages: HTML5, CSS3, SASS, JavaScript, JSON, JQuery, AJAX, PHP, MySQL, C++, Git

Corey Roberts

Manager of Project & Account Management

Work Experience

Spillman Technologies, Inc. – *Manager of Project & Account Management* (July 2006 – present)

Coordinate management of multiple implementation projects. Work with Project Managers to monitor project costs, schedules, operations, and performance while working to ensure the ultimate success of the implementation process. Generally responsible for determining and coordinating the sharing of resources among constituent projects to the overall benefit of the project stakeholders. Manage company's interactions with its customers and their overall satisfaction.

- Establish relevant management processes (e.g., change management, risk management, issue management, resource management, and quality management) consistent with the organization's existing processes in order to maintain project viability
- Lead and direct high priority projects, which often require considerable resources and high levels cooperative involvement
- Direct projects from contract through final implementation
- Interface with key personnel involved in the project including project manager, project team, functional managers, customer, key stake holders, and third party vendors
- Ensure adherence to quality standards and review project deliverables.
- Communicate with company executives regarding the status of specific projects as well as overall customer satisfaction
- Ensure effective client relationship management using key performance indicators to measure customer satisfaction
- Responsible for ensuring client retention through constantly improving the customer experience

Project/Account Manager (July 2005 – July 2006)

Lead and directed multiple implementation projects. Coordinated the implementation of installation, training, and final transition to software for new customers. Assured that all milestones were complete within schedule while clearly communicating the project plan. Responsible for maintaining the ongoing client relationship and overall customer experience.

- Assembled project team, assigned individual responsibilities, identified appropriate resources needed and developed schedule to ensure timely completion of project
 - Coordinated onsite project kickoff meetings with customer to review contract deliverables, review customer and Spillman responsibilities, set customer key milestones, and solidify the implementation timeline
 - Provided prompt follow-up to project milestones and issues to the client
-

- Held pre-planning meetings internally, working with sales and other departments to review contracts and create detailed project plans
- Identified project problems (and/or risks) in advance so that they do not create barriers to progress
- Directed multiple implementation projects simultaneously
- Established and administered contract payment and product delivery schedules
- Maintained and strengthened customer partnerships
- Identified customer needs while coordinating efforts of multiple internal departments to meet those needs
- Planned and clearly communicated project vision with multiple departments to meet revenue and project deadlines while maintaining a positive environment

Sales Engineer (July 2004 – July 2005)

- Conducted software product demonstrations for potential and existing customers
- Provided technical assistance and product advice to sales personnel during pre-sales discussions
- Assisted sales personnel in solving complex sales support problems surrounding product capabilities and functions
- Provided post-sale consulting support for the operating software products

Support Technician/Help Desk Supervisor (September 1999 – July 2004)

- Provided the initial support to customer inquiries to ensure customers are receiving the highest level of customer support
- Ensured efficient operation of application environment
- Directed help desk activities to contribute to the overall performance of the Technical Support operation

Education

Bachelor of Science in Management of Information Systems

Jon M. Huntsman School of Business, *Utah State University* (2002)

Skills

Microsoft Project, Visio, Excel, and Word, UNIX and Windows OS, Basic Networking and Scripting, SQL, Fluent in Spanish

Awards/Certifications

Project Management Professional (PMP) certified, Spillman Application Administrator

Brad Spackman

Support Department Manager

Work Experience

Spillman Technologies, Inc. – Support Department Manager (March 2008 – present)

Responsible for a team of technical analyst's, developers, and providing support to public safety agencies throughout the United States.

- Responsible for 1 Mill+ personnel and operating budget
- Member of the Spillman Technologies operations team.
- Responsible for department profitability and efficiency.
- Responsible for helping to maintain company revenue stream of \$10Mill+

Installation Department Manager (March 2005 – November 2005)

Managed a team of 5 Systems Engineers responsible for installing client/server software on Unix and Windows servers.

- Responsible for developing processes leading to greater efficiency and performance.

Support Technician (August 1999 – July 2004)

Provided customer support for proprietary software as well as Unix Operating system servers.

- Excelled at exceeding customer expectations and providing professional and thorough support.

Education

Master of Business Administration

Utah State University (2005)

Bachelor of Arts, Sociology with a Minor in Information Systems

Utah State University (1997)

Skills

Decisive individual with a knowledge of marketing disciplines, including research, promotional planning, pricing, and advertising.

Awards/Certifications

PMP certified, SAA certified, former member of Utah State University Police Department Special Response Team

R. Craig Adams

Installation Manager

Work Experience

Spillman Technologies, Inc. – *Installation Manager* (August 2005 – present)

- Managed system engineers in installation of company software and third party hardware.
- Monitored and reconciled revenue and expenses for implemented projects.
- Recommended and approved hardware configurations for all installations.
- Responded to RFP requests including hardware and networking configurations, third party interfaces, and installation processes.
- Managed vendor relationships in regards to various hardware scenarios, including HA/DR implementations.
- Audited system engineer installations.

Idaho State University College of Business – *Support Team Manager* (August 2004 – April 2005)

- Supervised department managers including Network and PC support.
- Maintained College of Business network, web, database, and email systems. Extensive experience in Windows NT, 2000, and 2003 Server environments.
- Provided training to faculty and staff on software applications, network access, hardware use, and email systems.

CSolutions – *Technician* (April 2003 – August 2004)

- Supported all Internet access customers, including dial-up, DSL, and T-1 connections.
- Provided support for all co-located customers including server installation, rebuilds, and upgrades.
- Managed support for all web-related issues for customers, including database and scripting problems.
- Rebuilt www.csolutions.net web site including ordering system for new cDSL product that interfaced with third party XML application.

Education

Bachelor of Business Administration with an emphasis in Computer Information Systems

Idaho State University (2005)

Awards/Certifications

IBM Certified Sales Specialist

IBM Certified Technical Sales Specialist

Craig Whiting

Systems Engineer

Work Experience

Spillman Technologies, Inc. – *Systems Engineer* (1993 – present)

- Installed 95+ customers using Spillman software, hardware, and interfaces.
- Migrated 140+ customers using Spillman software and Spillman interfaces from one hardware platform to another.
- Created documentation and installation standards on assigned interfaces so that other technicians could install the system properly and efficiently.
- Maintained sales and training servers used for demonstration and training.

Digitran Simulations Systems – *Programmer* (1990 to 1993)

- Designed and developed with “C” and SCO CGI Graphics Module, new enhancements for the “Production and Workover” Training System.
- Installed and configured SCO UNIX servers for new equipment sales.

Education

Bachelor of Science - Computer Science, Information Systems Option

Utah State University, 1990

Bachelor of Arts - Business Administration

Utah State University, 1990

Computer Skills

Operating Systems

UNIX: Sun Sparc 2.5–10, IBM RS6000 3.1– 7, HP HP_UX 9.4–11i, DEC 3.0, SCO 3.2-5.0

Windows/DOS/9x/NT/2000/XP/System7/2003/2008

Languages

Korn Shell, Perl, Awk, Sed, C, Pascal, Basic

Hardware

Sun, IBM, HP, SCO, Windows/PC: Hard disks, backup devices, serial devices, Wyse, HP, IBM dumb terminals, dial-up modems, serial interfaces, printers, scanners, imaging systems, barcoding interface

Software

Sun, IBM, HP, SCO, and DEC UNIX, VI, DOS, Windows 9x, NT/2000/XP, Windows Office Suite, Terminal Emulators, Host Explorer, AniTa, TeraTerm, Putty, X-Windows Emulators Exceed, Xmanager, NFS client and server Maestro, native UNIX and PC NFS, FTP, Telnet, CPIO, TAR, SSH

Awards/Certifications

A+ Hardware/Software Certification, CompTIA, December 2005

Network+ Certification, CompTIA, December 2005

Derik Christensen

Customer Education Manager

Work Experience

Spillman Technologies, Inc. – *Customer Education Manager* (October 2009 – present)

Supervised training and documentation teams, including 14 full-time instructors, one instructional designer, and one training coordinator.

- Implemented new e-learning methods, increasing the ease of smaller agencies to utilize in-service training.
- Constructed and offered new certification courses in Corrections, CAD, and Records.

Training Coordinator (August 2005 – October 2009)

Built training plans for agencies. Coordinated the training department's dealings with all sales and account/project management projects. Worked with development teams in regards to new releases and training the Spillman trainers.

- Developed the new SAA certification courses.
- Helped bring certification courses online into an e-learning system.

QA analyst (April 2002 – August 2005)

Responsible for the usability and reliability of the software. Served as contact for agencies beta testing software.

Utah State University Police Department – *Police Officer/Spillman SAA* (January 1998 – April 2002)

Provided policing for the Utah State University campus, and served on the Logan City SWAT team. Maintained the department's entire computer/printer/network system including Spillman Technologies database software.

EMD Dispatcher (September 1995 – March 1997)

Provided 911 dispatching to the Utah State University campus using Spillman.

Education

Bachelor of Science in Wildlife Management with an emphasis in Criminal Justice

Utah State University (1998)

Skills

Knowledgeable in Solaris, AIX OS's, and Faircom ctree+/ctree server databases

Awards/Certifications

Spillman Applications Administrator certified

Utah POST police academy graduate, interview and interrogation, EMD dispatch certified

Elly M Dice

Product Instructor

Work Experience

Spillman Technologies, Inc. – *Product Instructor* (February 2007 – present)

- Responsible for training all end users on Spillman software
- Assist with set up of all code tables, user groups, privileges, system parameters
- Assist agencies with developing policies and procedures; data entry standards
- Responsible for creating power point presentations, class outlines, training material and course certification tests
- User's Conference Presenter

Emporia PD, Emporia, KS – *Dispatch Supervisor* (August 2001-February 2007)

- Responsible for supervision/ staffing/scheduling of Communications Center
- Responsible for training new employees on Spillman Software
- Assisted with implementation of Spillman Mapping system
- Responsible for data entry standards
- Responsible for NCIC Certification training/testing
- General 911 Dispatch Duties

Education

- Emporia State University – Secondary Education/Sociology 2004
- Neosho County Community College 2001
- Colby Community College 1999
- Altoona-Midway High School 1998

Skills

Proficient in the use and implementation of:

- Spillman Software (Sentryx and Classic versions)
- Spillman Mobile 4.6 application
- UNIX and Windows Servers
- Microsoft Windows Office Suite (Word, Excel, Outlook, PowerPoint)

Awards/Certifications

- Spillman Employee Recognition Award 2013
 - Spillman Application Administration Specialist 2007
 - Dispatch Administration Certification 2010
 - NCIC Certified 2001-2007
 - Emporia Police Department Civil Employee of the Year 2005
 - Emporia Police Department Civil Employee of the Year 2004
-

Jeff D. Griffin

Product Instructor

Work Experience

Spillman Technologies, Inc. – *Product Instructor* (January 2003 – present)

Provided customer training during software implementations to ensure user proficiency. Developed skills to effectively communicate with trainees. Responded to customer needs and provided supervision regarding system functionality.

- Helped ensure successful implementations at more than 200 public safety agencies.
- Received certification as a Spillman Systems Administrator (Windows/UNIX).
- Served as a senior Product Instructor at Spillman.

Fayette County Sheriff, Indiana – (February 1986 – December 2002)

Held a number of positions for the Sheriff's Office, including Spillman System Administrator (Co-SAA), Deputy Sheriff, Jail Administrator, and Corrections Officer.

- Performed joint administrative duties to oversee the agency's use of the Spillman system.
- Served the community in executing traffic, criminal, and civil responsibilities.
- Supervised a correctional facility of 110 inmates and 25 staff members.
- Jail Administrator – (May 1990 – April 1992)
- Corrections Officer – (February 86 – May 1990) Tasked to perform all duties related with the supervision and security of incarcerated inmates at a county jail.

Education

Indiana Law Enforcement Officer Certification

Indiana Law Enforcement Academy (1992)

Skills

- Indiana Law Enforcement Trainer
- DARE Instructor
- Basic Windows Operating System

Awards/Certifications

- Certified Spillman Systems Administrator
 - Certified Indiana Law Enforcement Officer.
-

Jeff Niekamp

Instructional Designer

Work Experience

Spillman Technologies, Inc. (October 2006 – present)

Product Instructor/Instructional Designer (02/2008-Present)

Train end-users online, in-house, and at agency locations nationally (averaging one to two weeks travel monthly). Design and write training handbooks, create training videos, and generate online material including practice exercises and evaluations. Manage the company's learning management system (Moodle) as well as create and maintain courses within the system.

Technical Writer (10/2006-02/2008)

Worked as member of documentation team to generate end-user documentation (training handbooks, user manuals, technical manuals, Captivate tutorials) for public safety record-keeping software.

Xanterra Parks and Resorts (May 2006 – October 2006)

Dining Room Manager (08/2006-10/2006)

Managed front-of-house for Zion Lodge's full service dining restaurant, the Red Rock Grill. Focused on helping wait-staff efficiently serve food and clear tables, ensuring customers were satisfied with service, and filling in where needs arose.

Night Security (05/2006-08/2006)

Patrolled Zion Lodge area overnight and assisted hotel guests as necessary.

Antelope Valley Union High School District (January 2005 – November 2005)

Substitute Teacher

Taught classes for various high schools in the district. Covered material in math, science, English, and the arts as needed.

Education

Master of Arts in English

Brigham Young University (2000)

Bachelor of Arts in Secondary Education

Brigham Young University (1996)

Software Expertise

- *Productivity*: Word, Excel, Powerpoint, and various OCR packages
 - *Desktop Publishing*: PageMaker, InDesign, and Quark Xpress
 - *Web Publishing*: ImageReady, Dreamweaver, and several online sales platforms
 - *Imaging*: Photoshop, and multiple plugins and minor editing programs
 - *Helpdesk and Instructional*: Robohelp and Moodle
-

Lila E. Nealand

Product Instructor

Work Experience

Spillman Technologies, Inc. – *Product Instructor* (July 2006 – present)

- Instructed law enforcement agencies through Go-live on the use and implementation of Spillman software
- Trained agencies in the setup of agency use of Spillman software
- Assisted agencies upon implementation of software

Kootenai County Sheriff 's Department – *Records Supervisor* (October 1990 – July 2006)

- Supervised a staff of 6 full-time employees and 2 part-time employees
- Trained and instructed on the use of the Spillman Software
- Instructed and supervised on the use of the National Crime Information Center
- Scheduled, trained, and supervised use of the of policy and procedures of the Idaho State laws
- Created, implemented, and distributed legal forms per Idaho state law
- Scheduled, trained, and supervised Kootenai County Sheriff's Department's policies and procedures

Skills

Proficient in the use and implementation of the Spillman Software, Unix and Windows Servers, Sentryx, and the Classic Version of the Spillman Software, Mobile 4.6 application, Microsoft windows Office Suite (Word, Excel, Outlook, PowerPoint), Snagit 8.0, Canoscan 8.0

Awards/Certifications

- Employee Recognition Award February 2011
 - Spillman Application Administration October 2007
 - NCIC Certified 1989-2007
 - Kootenai County Certification of Dedication for 15 years of Service 2005
 - Kootenai County Employee of the Year Award 1999
-

Michael Kilgore

Sr. Product Instructor

Work Experience

Spillman Technologies, Inc. – *Product Instructor* (May 1998 – present)

- Provided training for customers, primarily onsite, new customers since 1998 (over 100 agencies served).
- Assisted dozens of agencies in their transition to the Spillman software in a “live” environment.
- Helped develop training materials for various courses and helped develop the training database.

Rushville Police Department, Indiana – *System Administrator* (November 1989 – May 1998)

- Spillman software administrator 1993-1998
- Spillman software user 1991-1998
- Communications Training Officer 1993-1998
- Communication Officer 1989-1998
- Reserve Police Officer beginning in 1989

Education

Attended Ball State University with a major in mathematics education. Also studied Sociology, Criminal Justice, and Economics
Ball State University (1986-1988)

Skills

Extensive use of the Spillman software on a daily basis for many years.
Trained over 100 agencies nationwide on the use of the Spillman software.

Awards/Certifications

Certified Spillman Applications Administrator
Previously certified with the National Crime Information Center
Previously certified as an Emergency Medical Dispatcher
Previously certified in Critical Incident Management
Previously certified in State Crash Reporting



Exhibit 3

Certified Financial Statements

Confidential Information

The contents of this packet are confidential and propriety to Spillman Technologies, Inc. Copying or distributing this material is strictly prohibited.

**The content of Exhibit 3
Certified Financial
Statements, has been
removed.**

**The pages removed were
marked confidential and
proprietary to
Spillman Technologies Inc.**



Exhibit 4

Spillman Customer List

Confidential Information

The contents of this packet are confidential and propriety to Spillman Technologies, Inc. Copying or distributing this material is strictly prohibited.

**The content of Exhibit 4
Spillman Customer List,
has been removed.**

**The pages removed were
marked confidential and
proprietary to
Spillman Technologies Inc.**



Exhibit 5

Sample Statement of Work

**The content of Exhibit 6
Statement of Work, has
been removed.**

**The pages removed were
marked confidential and
proprietary to
Spillman Technologies Inc.**



Exhibit 6

Preliminary Implementation
Timeline



Exhibit 7

Third Party Agreements

SOFTWARE RESELLER AGREEMENT

THIS SOFTWARE RESELLER AGREEMENT (the "Agreement") is made and entered into as of this [*] day of [*] 2013 (the "Effective Date") by and between COMMAND SOLUTIONS, LLC, a limited liability company organized and existing under the laws of the State of Utah, with its principal place of business at 278 Quail Way, P.O. Box 57, Logan, UT 84323 ("CSL"), and SPILLMAN TECHNOLOGIES, INC., a corporation organized and existing under the laws of the State of Utah, with its principal place of business at 4625 Lake Park Blvd., Salt Lake City, UT 84120 ("Spillman").

WHEREAS, CSL is a developer, owner and licensor of public safety CompStat dashboard software (the "Products," as more fully defined below) and is the owner of certain trade secrets, patent rights, trademarks, copyrights and other intellectual property rights related thereto; and

WHEREAS, Spillman is engaged in the business of developing, marketing, licensing and selling the Sentryx public safety computer software solution ("Sentryx"); and

WHEREAS, the Products are used by the parties' mutual customers in connection with Sentryx; and

WHEREAS, the parties desire that Spillman, on the terms and conditions set out herein, shall serve as an exclusive reseller of CSL Products;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. DEFINITIONS.

- 1.1 Products. "Products" shall mean the object code copies of the software products listed in Schedule A and any subsequent Enhancements thereto that are in the type and style of command staff management dashboards, including all accompanying and associated Documentation, and future command staff management dashboard products developed by CSL that are intended to be used in connection with Sentryx.
- 1.2 Customer. "Customer" shall mean an end-user of a Product.
- 1.3 Documentation. "Documentation" shall mean program documentation, user manuals, handbooks and other materials describing the use, design, installation, operation and maintenance of the Products.
- 1.4 Trademarks. "Trademarks" shall mean CSL's name and other trademarks, service marks, trade names and logotypes provided from time to time by CSL to Spillman for use in connection with the Products.

- 1.5 Net Receipts. “Net Receipts” means the gross receipts actually received by Spillman (exclusive of sales, use, excise and similar taxes or governmental duties paid by Spillman, interest charges, finance charges, insurance and shipping costs) from all sales, licenses or other distributions of units of its Product containing the Software, less (a) the amount of any credits or refunds for returns; and (b) any credits, promotional allowances, rebates and discounts.
- 1.6 Enhancements. “Enhancements” means any modification or addition that, when made or added to a Product, changes its utility, efficiency, functional capability, or application, including updates, upgrades and new releases of a Product, but does not constitute solely an Error Corrections.
- 1.7 Error Correction. “Error Correction” means any failure of a Product to conform in all material respects to its functional specifications and Documentation as published from time to time by CSL, subject to the exceptions set forth in Schedule B, Exhibit A, Section 4.

2. APPOINTMENT

- 2.1 Appointment. CSL hereby appoints Spillman, and Spillman hereby accepts appointment, as CSL’s worldwide, exclusive reseller of the Products during the term of this Agreement.
- 2.2 License Grant. Subject to all the other terms and conditions of this Agreement, CSL hereby grants to Spillman a worldwide, exclusive and non-transferable (except as set forth in Section 15.2) right and license, under CSL’s patents (if any), trademarks, copyrights, trade secrets and other intellectual property rights applicable to the Products, during the term of this Agreement: (i) to market, promote, advertise, sell and distribute the Products directly to Customers; (ii) to market, promote, advertise, sell and perform support and maintenance services related to the Products only under Spillman’s own name and not as a subcontractor of CSL; (iii) to use up to ten copies of each Product to provide demonstrations to prospective Customers, so long as such copies are at all times under the control of Spillman and not left with the prospective Customer; (iv) to use up to twenty copies of each Product for Customer support purposes and for evaluation copies provided to prospective Customers pursuant to Section 3.4.2; and (v) to use three copies of each Product to develop and support applications, connectors and other code compatible with and specifically intended to work with a Product (“Developments”) under additional terms set forth in Section 8 below. CSL will provide logins for the Products free of charge to prospective customers for evaluation and/or demonstration. Spillman shall not (a) modify the Products or create derivative works thereof (except as permitted by Section 4.4 or 4.9); (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Products; or (c) disclose to third parties the results of any bench tests performed on the Products without CSL’s prior written consent.
- 2.3 Trademark License. In connection with Spillman's activities authorized pursuant to this Agreement, Spillman is granted a non-transferable, exclusive right to use the Trademarks in accordance with reasonable written instructions given from time to time by CSL. If CSL reasonably requests a change in any Spillman materials using the Trademarks, Spillman will incorporate such change as soon as is reasonably practicable, but may use

up its existing supply of printed materials created prior to the change unless the change is a correction of a material error or problem. Spillman shall not attach any additional trademarks, service marks, or trade names to any Products and shall not use CSL's trademarks as part of Spillman's trademarks, service marks or trade names or in any other manner that would tend to imply that Spillman has an affiliation with CSL other than as set forth in this Agreement.

2.4 Spillman Branding of Products. CSL grants Spillman the right and option to rebrand the Products under Spillman's name and trademarks, provided that reference is made in the Product marketing materials to CSL. Specifically, Spillman may market the Products as the "Spillman [CAD/CompStat/Community] Dashboard, powered by Command Solutions," or such other title as the parties may agree in writing.

2.5 Title. CSL and its suppliers retain the ownership of all right, title and interest in and to the Products, Documentation, Trademarks, and all patents, copyrights and other proprietary rights therein, and Spillman shall acquire no rights therein except as expressly set forth in this Agreement. CSL shall own all rights, title and interest in all developments of and enhancements to the Products. Spillman shall take no action, which may adversely affect or impair CSL's ownership of such materials and rights. Spillman is also granted a license under any patents, copyrights or other intellectual property rights that CSL may in the future obtain with respect to its current or future Products, to the extent necessary to allow Spillman to fully exercise its rights granted under this Agreement.

3. SPILLMAN'S GENERAL OBLIGATIONS.

3.1 Distribution Rights. Spillman is granted the exclusive right to distribute and deliver all Products under the terms hereof and to identify itself in the market place as an "exclusive CSL authorized reseller," "exclusive CSL dashboard reseller," or similar terms.

3.2 Marketing. Spillman shall be responsible for the promotion and marketing of the Products. Spillman will use commercially reasonable efforts to market the Products. "Commercially reasonable efforts" means actively offering the Products for sale to Spillman's Customers and potential Customers and actively marketing and advertising Products by Spillman's sales force and through other marketing efforts consistent with Spillman's general marketing practices. CSL may maintain its own website for the Products and create other marketing materials for the Products. Such materials shall refer any Customers or potential Customers to Spillman.

3.3 Pricing. Pricing of Products to Customers shall be at the discretion of Spillman. Spillman's anticipated pricing is set forth in the pricing schedule found in Schedules A1, A2 and A3. However, Spillman has the right to modify such pricing, provided that Spillman continues to pay to CSL the minimum amounts for license and maintenance fees set forth in Schedules A1, A2 and A3, except that when a discount is approved by CSL in writing, the amounts for license and maintenance fees will be calculated on a pro-rata basis of the discounted price as set forth in such Schedules.

3.4 End-User License Agreements and Evaluation Agreements.

3.4.1 Spillman shall be responsible for entering into a binding end-user license agreement with Customer (“EULA”), which complies in all respects with the language, copyright and other laws of the country of distribution. The EULA will contain Spillman’s standard terms and conditions, including but not limited to the warranties, limitations of liability and grant of license, and intellectual property provisions, subject to such reasonable modifications as Spillman may negotiate with Customers. Spillman’s current standard form of EULA is attached as Schedule B. Spillman shall maintain a copy of the EULA for each Customer, and shall, promptly following execution of such agreements, provide CSL with a copy.

3.4.2 If Spillman wishes to provide a prospective Customer with a copy of the Products for the sole purpose of evaluation, Spillman may do so only under the terms of a binding agreement with the prospective Customer that (i) disclaims all performance warranties; (ii) limits use to evaluation only, and (iii) is free of charge.

3.5 Enforcement of End User License Agreement and Evaluation Agreement. If Spillman learns of any breach of a EULA or Evaluation Agreement that could materially damage CSL (or its third party licensors), Spillman shall promptly notify CSL of the breach and CSL may, in its discretion, take corrective action at its expense to remedy the breach and/or obtain all other appropriate relief. Spillman will assign to CSL the necessary rights to permit CSL to take direct action under the EULA or Evaluation Agreement. Alternatively, the parties may agree that Spillman will take action on behalf of both Spillman and CSL; in such case, Spillman will keep CSL reasonably apprised of the status of the breach and actions taken in connection therewith. In addition, if a breach of an EULA or an Evaluation Agreement occurs that would, in CSL’s opinion, result in irreparable harm to CSL (and/or its third party licensors) unless injunctive or other equitable relief is granted to restrain the violation, Spillman shall, as requested by CSL, either (i) use reasonable efforts to promptly obtain such equitable relief or (ii) assign the necessary rights under the EULA or Evaluation Agreement to CSL to permit CSL to seek such equitable relief.

3.6 Compliance with Laws. At all times, Spillman shall comply with all laws, rules, ordinances, decrees and regulations applicable to its activities under this Agreement.

3.7 Other Obligations. Spillman shall have the following specific obligations with respect to the marketing and distribution of Products:

3.7.1 To use reasonable, ongoing efforts to further the promotion, marketing, license and distribution of Products, as set forth in Section 3.2 above; and

3.7.2 To promptly respond to all inquiries from prospective Customers, including complaints, and process all orders pursuant to an executed EULA.

3.8 Competing Products. Unless otherwise agreed in writing, during the Initial Term, (a) Spillman shall not sell or license to Customers any third-party product specializing in staff management/command functionality that is directly competitive with the Products without

prior written consent from CSL, provided that Spillman reserves the right to develop or partner with other companies to deliver products that expand the ability of Sentryx or other Spillman software to perform data analytics, crime mapping or data sharing or generate/produce custom reports, as well as the right to demonstrate to Customers how to perform various functions with Sentryx or other Spillman or third party products that may also be performed by the Products; and (b) CSL shall not sell or license any product that is competitive with the Products or Spillman's public safety software or license or sell a dashboard product to a third party for use in a software product that is competitive to Sentryx.

3.9 Customer Support. Spillman will be responsible for and shall provide first-line customer support for the Products. If Spillman is unable to answer a customer inquiry, a designated employee of Spillman may confer with CSL as reasonably necessary during CSL's regular business hours or refer such end users to CSL.

3.10 Customer Satisfaction. The Products are technically complex and require high-quality, individualized pre-marketing and post-marketing support. This support is necessary to achieve and maintain high Customer satisfaction. Spillman agrees that a reasonable level of Customer satisfaction is a condition of its continued authorization by CSL. Spillman agrees that it will not market and sell the products in geographical areas where it does not have the ability to support them. In addition, in order to help ensure high Customer satisfaction, Spillman agrees:

- To report to CSL on a regular basis with respect to all material suspected and actual problems with any Product;
- To maintain a sales report identifying the Customer, the Product sold, the date of sale, and the quantities of the Products sold;
- To retain all sales reports for three (3) years after the date of sale, and assist CSL, upon request, in tracing a product to a Customer in distributing critical product information, or in discovering unauthorized marketing or infringing acts;
- To conduct business in a manner that reflects favorably at all times on the products, goodwill and reputation of CSL;
- To avoid deceptive, misleading or unethical practices that are or might be detrimental to CSL or the CSL Products;
- To refrain from making any false or misleading representations with regard to CSL or the Products; and
- To refrain from making any representations, warranties or guarantees to Customers with respect to the specifications, features or capabilities of the Products that are inconsistent with the CSL's Documentation, its warranties made herein or its literature.

4. CSL'S GENERAL OBLIGATIONS.

- 4.1 Documentation. The Documentation shall be the most recent version distributed by CSL in the English language in the form of electronic document files. Spillman may reproduce and distribute Documentation internally and to Customers, and may permit Customers to reproduce Documentation according to the Customers' needs for their authorized use of the Software. CSL will notify Spillman of, and make available to Spillman, all translated versions of the Documentation; Spillman may also, at its option, modify and translate the Documentation and distribute copies thereof to Customers. Spillman acknowledges that the Documentation is protected by copyright and may be reproduced or translated only as permitted in this Agreement. Any translations of Documentation are derivative works and are owned by CSL.
- 4.2 Marketing Materials. CSL agrees to provide Spillman with sample copies of its Product marketing materials and to provide assistance, upon request, to developed Product marketing communications materials. CSL hereby grants to Spillman the exclusive, non-transferable right to develop, reproduce and use any such materials during the term of this Agreement. Upon request, Spillman will provide sample copies of its original or modified marketing materials for the Products to CSL for review. If CSL reasonably requests a change to such materials, Spillman will implement the change as soon as is reasonably feasible. Spillman may continue distributing any hard copies of the prior marketing materials that are in its inventory, unless they contain a material error or problem.
- 4.3 Compliance with Laws. At all times, CSL shall comply with all laws, rules, ordinances, decrees and regulations applicable to its activities under this Agreement.
- 4.4 Software Developer's Kit. CSL shall upon Spillman's request provide Spillman with a software development kit (the "SDK") containing all APIs related to the Products as well as relevant development tools and examples of code and applications. Spillman may use the SDK, and modify the Products to the extent permitted by use of the SDK, in connection with its licensing and support of the Products. CSL shall upon Spillman's request provide Spillman with support with respect to the SDK during the term of this Agreement and for a period of up to five (5) years thereafter, in accordance with Schedule B, Exhibit A.
- 4.5 Delivery to Spillman. CSL shall deliver one master copy of each Product to Spillman, including software keys to enable use of the Product. Spillman may make copies of the Products for its internal use and for use as demonstration and evaluation copies, as permitted by Section 2.2.
- 4.6 Delivery to Customers and Implementation Services. As part of the consideration for the license fees paid to CSL under this Agreement, CSL will be responsible for delivering the appropriate Product(s) to each Customer and for implementing the Products at Customers' sites. All Product deliveries shall be made by CSL directly to the Customer(s) specified by Spillman. CSL will be responsible for any shipping costs and will bear all risk of loss or damage to Products during transit, and is responsible for filing any necessary claims

with the carrier or insurance company. CSL, Spillman and the Customer will cooperate in scheduling implementation services.

4.7 Customer Support. CSL will provide support and maintenance services to Customers, as set forth in Section 5.

4.8 Returns. Spillman and Customers will have the right to return any defective or damaged Products, for credit or replacement with equivalent Products.

4.9 Source Code Escrow.

4.9.1 Creation and Maintenance of Escrow. Within thirty (30) days of the date of this Agreement, CSL shall enter into and to maintain in force during the term of this Agreement an escrow agreement with a mutually agreeable third party escrow company (the “Escrow Agent”), pursuant to which CSL will deposit with such Escrow Agent a copy of the then-current version (and subsequent versions when released by CSL) of each Product’s source code on a storage medium appropriate for electronic use (the “Source Code”). The materials maintained in such escrow account (collectively, the “Escrow Materials”) shall include the Source Code and all comments and procedural code, in a form intelligible to trained programmers and capable of being translated into object code for operation on computer equipment through assembly or compiling, and accompanied by documentation, including flow charts, schematics, statements of principles of operations, and architecture standards, describing the data flows, data structures, control logic of the Products, and the Development Environment sufficient to enable a person possessing technology-industry-acceptable training and skills in the programming languages in which the Source Code is written, to efficiently correct, revise and update the Source Code. The “Development Environment” consists of the programming documentation, schematics, designs, and flow charts and any proprietary software tools, libraries, linkers, utilities, compilers, and other programs used by CSL’s programmers to develop, maintain or implement the Products, including instructions for compiling and linking the source code into executable forms. If any of the foregoing are commercial products of other companies and are readily available to Spillman from third party market sources, then such commercial products do not need to be included if a list identifying them is included by CSL in the Development Environment.

4.9.2 Release Events. In the event that, during the term of this Agreement, one of the following events (each a “Release Event”) occurs:

(a) CSL (i) applies for or consents to the appointment of or the taking of possession by a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property to which this Agreement relates; (ii) makes a general assignment for the benefit of creditors; (iii) commences a voluntary case under the Federal Bankruptcy Code, as now or hereafter in effect; or (iv) fails to contest in a timely or appropriate manner or acquiesces in writing to any petition filed against it in an involuntary case under such Bankruptcy Code or any application filed against it for the appointment of a receiver, custodian, trustee or liquidation of itself or of all or a substantial part of its property;

(b) CSL is liquidated or dissolved or ceases to do business without having assigned or otherwise transferred its rights and obligations under this Agreement to a permitted assignee that is qualified to support the Products and to fulfill CSL's obligations hereunder; or

(c) CSL materially breaches its maintenance and support obligations to Spillman or Customers and such breach is not cured within the required time period, or ceases supporting or updating a Product with no firm plans to reintroduce support and maintenance within 60 days of the date such termination of support or maintenance occurs;

then Spillman shall be entitled to a copy of the then-current Escrow Materials. CSL or its successor in interest (including a trustee under the Bankruptcy Code) will promptly order the Escrow Agent to release the Escrow Materials to Spillman, if any Release Event occurs. Prior to the release of the Escrow Materials, senior management of the parties shall attempt to resolve any dispute between the parties concerning whether a Release Event has occurred, provided that if such dispute is not resolved by senior management of the parties within thirty (30) days of either party informing the other party that a Release Event has occurred, the Escrow Materials shall be released to Spillman notwithstanding the pendency of the dispute regarding the Escrow Materials or the resolution of such dispute. If a final determination is made by either a court of competent jurisdiction or a mutually-agreed upon arbitrator that under the terms of this Agreement release of the Escrow Materials should not have occurred, Spillman will return the Escrow Materials to the Escrow Agent.

4.9.3 Enforceability. This Section 4.9 is expressly intended to be binding upon and enforceable against a debtor in possession or trustee in bankruptcy. CSL hereby licenses Spillman under all applicable intellectual property rights to use the Source Code internally to modify the Products and to reproduce, sublicense and distribute such modified Products as permitted in this Agreement. If CSL as a debtor in possession or if a trustee under the Bankruptcy Code rejects this Agreement, Spillman may elect to retain this license as part of the rights it may retain in accordance with Section 365(n) of the Bankruptcy Code. The parties agree that the Source Code is an "embodiment" of "intellectual property" as those terms are used in Section 365(n) of the Bankruptcy Code (11 U.S.C. 365(n)). The parties intend that no bankruptcy or bankruptcy proceeding, petition, law or regulation (and no other proceeding, petition, law or regulation of a similar nature in any state or foreign jurisdiction) will impede, delay or prevent the release of the Source Code to Spillman in accordance with the provisions of this Agreement.

5. SUPPORT AND MAINTENANCE; TRAINING

5.1 Support with Respect to Customers. Spillman shall be solely responsible for providing first tier technical support to Customers as described in Schedule B, Exhibit A. CSL shall provide Spillman with second and third tier technical support with respect to Customers, subject to the same terms as Spillman is required to provide to Customers. If Spillman is unable to resolve a Customer support issue, a designated employee of Spillman may confer with CSL as reasonably necessary or refer such end users to CSL. The parties acknowledge that Schedule B contains Spillman's standard license and support terms;

however, Spillman periodically modifies such terms in its agreements with Customers. Such modified terms will apply with respect to both Spillman's and CSL's obligations to the Customer, provided that Spillman provides a copy of the written agreement to CSL, except as the parties may otherwise agree in writing.

5.2 Training. Prior to each new release of the Products, upon request of Spillman, CSL shall provide at least one day of training with respect to such release to Spillman's staff engaged in selling and supporting the Products, including sales representatives and sales engineers. Each party shall bear all expenses incurred by or on behalf of its own staff in connection with the training. At Spillman's request, CSL will provide additional training to Spillman upon such terms as the parties may agree.

5.3 Enhancements and Error Corrections. CSL will make all Error Corrections and Enhancements available to Spillman and Customers when they become commercially available. CSL is responsible for distributing such Enhancements to Customers who subscribe to maintenance and support; however, Spillman may also at its option distribute Enhancements to Customers. As soon as is reasonably feasible after an Enhancement is made available, Spillman will cease marketing and distributing the previous version of the Product. Notwithstanding the foregoing, if Spillman has developed any Developments (as defined in Section 2.2) that are not compatible with updated or upgraded versions of the Product, then Spillman may continue to distribute the previous version of the Product until such time as it has updated its Developments. CSL will continue to support at least the prior two major versions (including interim updates) after a new version is made available.

6. ORDERING.

Spillman shall order products from CSL on a Customer by Customer basis, by means of the issuance of a Spillman purchase order, sent via telefax or electronic communications. All orders shall be subject to CSL's acceptance, which shall not be unreasonably withheld.

7. PAYMENT TERMS.

7.1 For each license of a Product by Spillman to a Customer, Spillman will pay CSL the applicable amount set forth in the pricing tables set forth in Schedules A1, A2 or A3, where the Product license fee to the Customer matches the applicable number of employees in the tables. If a Customer pays Spillman a Product license fee less than that set forth in the applicable table, Spillman will nevertheless pay to CSL the amount set forth in the table for the applicable number of employees, as a minimum royalty, except where a discount is approved by CSL in writing, in which case the amounts for license and maintenance fees will be calculated on a pro-rata basis off the discounted price as set forth in Schedules A1, A2 and A3. If Customer pays Spillman a Product license fee greater than that set forth in the applicable table, Spillman will pay CSL the applicable percentage of the license fee (80% or 67%). For each support contract with a Customer, Spillman will pay to CSL 10% of the Product license fee, with the minimum payment to CSL being that amount set forth in the applicable table. Except for the free copies listed in Section 2.2, CSL shall issue an invoice to Spillman for ordered Products and services,

which shall be payable by Spillman upon receipt of the corresponding payment from the Customer.

- 7.2 All payments due hereunder are exclusive of all sales taxes, use taxes, value added taxes and any other similar taxes imposed by any federal, state, provincial or local governmental entity on the transactions contemplated by this Agreement, excluding taxes based upon CSL's net income. When CSL has the legal obligation to pay or collect such taxes, the appropriate amount shall be invoiced to and paid by Spillman unless Spillman provides CSL with a valid tax exemption certificate authorized by the appropriate taxing authority.

8. DEVELOPMENT RIGHTS AND OBLIGATIONS.

- 8.1 In connection with Spillman's exercise of the right to create Developments as set forth in Section 2.2(v) above, CSL shall provide Spillman with necessary APIs and documentation. In addition, Spillman may obtain support from CSL's professional services department, when and if needed, at no additional charge.
- 8.2 Prior to distributing any Development, Spillman shall provide notice of such Development to CSL. CSL may at its option, or shall if so requested by Spillman, test and evaluate such Development to determine or confirm compatibility between the Development and the Product. The parties will reasonably cooperate to ensure that Developments, Products, Sentryx and Enhancements thereof are compatible; provided, however, that Spillman retains the sole right to determine the development path for Sentryx. If CSL performs testing and evaluation of Spillman Developments, it shall treat the results thereof as confidential. If CSL, in its reasonable judgment, determines that a Development is not compatible with the Product, CSL shall so notify Spillman and the parties will reasonably work together to resolve the incompatibility problem. Spillman will not distribute a Development for the Product that is not compatible with the Product. Spillman shall use commercially reasonable efforts to modify Developments to the extent necessary for them to work with updated versions of the Product and Sentryx.
- 8.3 Spillman shall retain all rights to any Development, subject to CSL's ownership of any CSL code contained therein.
- 8.4 If CSL updates, fixes, enhances or otherwise modifies any Products, it will provide notice of such modification(s) to Spillman. Spillman will have the right to test and evaluate the modified Product for compatibility with Sentryx and any Developments. If Spillman, in its reasonable judgment, determines that the modified Product is not compatible with Sentryx, it will notify CSL and CSL will use reasonable efforts to fix the incompatibility problem. Spillman will reasonably work with CSL to help to resolve the problem.
- 8.5 If CSL develops new modules for the Product, Spillman will have the right to distribute such modules pursuant to the terms of this Agreement. The parties will negotiate reasonably and in good faith to agree upon the appropriate prices and royalties for such new modules, based upon the modules' functionality in relation to the existing Product.

9. WARRANTIES.

9.1 Limited Warranty. CSL warrants as follows:

9.1.1 Ownership. CSL is the owner or licensee of all intellectual property rights in and to the Products and there is no pending litigation against CSL which could materially impact upon its ability to perform its obligations under this Agreement.

9.1.2 Authority and Non-infringement. CSL has full power and right to license the Products and perform all other terms of this Agreement, and the use of the Products, or the exercise of the licenses granted hereunder, will not violate or interfere with the intellectual property or contractual rights of any third party, including without limitation, those rights arising under copyright, trademark, trade secret or patent law, provided, however that CSL shall not be liable for breach of representation and warranty if a violation or interference occurs by reason of software or content supplied by Spillman, Customer, content owners, or other third parties.

9.1.3 Media Defects. CSL warrants that, for a period of ninety (90) days from the date of delivery, the CD or other media on which the Products are furnished ("Media") shall be free from defects in materials and workmanship under normal use and service.

9.1.5 Compliance with Laws. CSL warrants that it and its employees and agents will comply, and will ensure that the Products comply, with all applicable laws and regulations in connection with this Agreement.

9.1.6 Services. CSL warrants that all services provided by CSL under this Agreement to Spillman and Customers will be performed in a professional and workmanlike manner and in accordance with industry standards.

9.1.7 Functionality. CSL warrants that the Products will operate in accordance with and substantially conform to the applicable Documentation, and that the Documentation for the Products will be accurate and complete in all material respects;

9.1.8 Malware. CSL warrants that the Products will not contain any virus, worm, trap door, back door, timer, clock or other computer software code or routines or hardware components designed to disable, damage or impair the operation of the Products or the information or data accessed or manipulated by the Products ("Malware"). CSL warrants that it will use commercially available, reasonable efforts to ensure that Spillman will not receive Malware from CSL (via modem, VPN, Internet, or any other method) in the regular and ordinary course of business.

10. INDEMNIFICATION.

10.1 Mutual Indemnification. Each party agrees to indemnify, defend and hold the other party harmless from and against any and all claims, liabilities, judgments, costs, damages and expenses (including reasonable attorneys' fees) arising out of (i) any breach of such party's warranties, covenants and representations in this Agreement; (b) any breach of its

obligations under this Agreement; and/or (c) the negligent or intentional acts or omissions of such party, its employees or agents.

10.2 Infringement Indemnification. CSL shall indemnify, defend and hold Spillman harmless against any suit or proceeding alleging that a Product or Trademark infringes any third party copyright, trademark or patent that has issued as of the Effective Date, or misappropriates any trade secret, and pay any liabilities, damages, costs and expenses (including reasonable attorneys' fees) finally awarded therein or paid in settlement. If a Product is finally held or believed by CSL to infringe or its distribution is enjoined, CSL may obtain a license or grant of rights under the rights that have been infringed, modify the Product so it is noninfringing or provide to Spillman a substitute Product that is noninfringing, or terminate the license and distribution rights for the infringing Product upon written notice to Spillman and refund of the price paid by Spillman therefor. CSL shall have no liability for infringement based on modification of the Product by any party other than CSL, or the combination or use of a Product with any other product, equipment, or process not furnished by CSL, if use of the Product alone and in its unmodified form would not have been an infringement.

10.3 Indemnification Procedure. With respect to any claims falling within the scope of these indemnification obligations, (i) each party agrees to promptly notify the other of any claim or lawsuit for which it believes it is entitled to be indemnified; (b) the indemnifying party shall assume, at its sole expense, the defense of such claim or lawsuit; and (c) the indemnified party will provide the indemnifying party with reasonable assistance, information and the authority necessary to indemnify and defend against the claim. The indemnified party shall have the right to participate in the defense of any such claim or lawsuit with separate counsel, at its sole expense.

11. LIMITATION OF LIABILITY.

11.1 IN NO EVENT SHALL CSL AND ITS LICENSORS OR SPILLMAN BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING, OR WHETHER CLAIMS ARE BASED OR REMEDIES ARE SOUGHT IN CONTRACT OR TORT OR OTHERWISE.

11.2 IN NO EVENT SHALL CSL'S OR ITS LICENSORS' OR SPILLMAN'S TOTAL CUMULATIVE LIABILITY FOR ANY DAMAGES TO THE OTHER PARTY OR ANY OTHER ENTITY EVER EXCEED THE AGGREGATE FEES PAID BY SPILLMAN TO CSL IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE OF THE CLAIM.

11.3 The limitations of this Section 11 will not apply to a party's indemnification obligations, breach of Section 12, any intentional breach or intentional misconduct by a party or its employees, any physical injury or damage to tangible property, or breach by either party of its obligations with respect to the intellectual property rights of the other party.

12. CONFIDENTIALITY.

- 12.1 Non Disclosure. The parties agree that any Confidential Information provided under this Agreement shall be held and maintained in strict confidence. Each party agrees not to disclose to any person or use for any purpose, except as expressly permitted by this Agreement or instructed by the disclosing party, any Confidential Information of the disclosing party. The receiving party may disclose Confidential Information only to its employees and contractors who need to know such information, and who are bound to keep such information confidential. The receiving party will give Confidential Information at least the same level of protection as it gives its own confidential information of similar nature, but not less than a reasonable level of protection. The receiving party shall maintain Confidential Information in a safe and secure place and shall not copy Confidential Information except to the extent necessary for the purposes of this Agreement. Confidentiality obligations shall survive any termination of this Agreement.
- 12.2 “Confidential Information” means proprietary and confidential information with respect to the Products; Sentryx and other Spillman software; trade secrets; know-how; the substantive terms of this Agreement; a party’s non-public business and financial information; patient, employee and Customer lists and data; and any other information and materials noticed or marked by CSL or Spillman as confidential and proprietary, or which should reasonably be understood as confidential and proprietary given the nature of the information or materials. Confidential Information also includes information provided by Customers to Spillman or CSL under obligation of confidentiality. "Confidential Information" does not include information that (i) is already known to the receiving party at the time it is disclosed and has not been obtained wrongfully, (ii) becomes publicly known without fault of the receiving party, (iii) is independently developed by the receiving party, (iv) is approved for release in writing by the disclosing party, (v) is disclosed without restriction by the disclosing party to a third party, or (vi) is disclosed pursuant to legal obligations beyond the control of the disclosing and receiving parties.
- 12.3 Legal Action. At the disclosing party’s request and expense, the receiving party shall reasonably cooperate with the disclosing party in any and all legal actions taken by such party to protect its rights in its intellectual property and Confidential Information.
- 12.4 Injunctive Relief. Each party acknowledges that the other party’s Confidential Information is highly valuable to the other party, that any breach of its obligations under this Agreement with respect to confidentiality will severely damage the other party, the extent of which damage would be difficult to ascertain and, therefore, that other party shall be entitled to, among other remedies, immediate temporary and permanent injunctive relief without the necessity of posting bond and other equitable relief for any such breach from a court or authority of competent jurisdiction.

13. TERM AND TERMINATION.

- 13.1 Term. This Agreement shall take effect on the Effective Date and shall continue in force for one year (the “Initial Term”). Unless terminated by either party upon ninety (90) days

prior written notice, this Agreement will automatically renew for one (1) year renewal terms. After the Initial Term, either party may terminate this Agreement at any time upon ninety (90) days prior written notice, with or without cause.

13.2 Termination. Notwithstanding the foregoing, this Agreement may be terminated by either party at any time by giving notice in writing to the other party, which notice shall be effective upon receipt, should the other party be in material breach of this Agreement and fail to cure such breach within sixty (60) days of written notice thereof, file a petition in bankruptcy for liquidation, cease doing business in the ordinary course, make a general assignment for the benefit of creditors, or go into liquidation or receivership.

13.3 Rights and Obligations on Termination or Expiration.

13.3.1 Termination or expiration of this Agreement shall not release either party from the obligation to make payment of all amounts then or thereafter due and payable.

13.3.2 The parties will cooperate after termination as necessary to fulfill orders received and binding commitments made by Spillman prior to the date of termination, including with respect to delivery, implementation and support of Products.

13.3.3 Upon termination or expiration of this Agreement, Spillman will cease marketing, licensing and distributing the Products, other than as required pursuant to agreements with Customers, and will promptly discontinue holding itself out as a distributor of the Products, destroy all advertising and promotional materials in its possession or control bearing any Trademarks, and remove all signs bearing Trademarks or otherwise identifying Spillman as a representative of CSL. Each party will return all Confidential Information and other property of the other party in its possession or under its control, except as necessary to provide post-termination support to Customers. Upon termination of Spillman's support obligations to Customers, Spillman shall: (1) return to CSL or destroy (i) all media containing the Products; (ii) all originals and copies of the Products, manuals, Documentation, product literature, fee schedules, and other written materials provided by CSL, excepting copies reasonably necessary to fulfill its post-termination support obligations. Notwithstanding the foregoing, a party may retain archival copies of software, documents or other materials, provided it does not use such materials for productive purposes.

13.3.4 Termination or expiration of this Agreement does not affect any sublicenses granted by Spillman to Customers in accordance with this Agreement. However, in the event of such termination or expiration, unless otherwise agreed in writing by the parties, each party will continue to provide support for the Products distributed to Customers as set forth in this Agreement, for a period of up to five (5) years after the date of termination, at Spillman's option. During such period, Spillman will continue to pay to CSL its share of support fees for the Products.

13.3.5 Sections 2.5, 7.1, 8.3, 9, 10, 11, 12, 13.3, 14 and 15 shall survive termination of this Agreement.

14. GOVERNING LAW

This Agreement shall be governed by, and interpreted and construed in accordance with, the substantive laws of the State of Utah, conflicts of law excluded. Both parties hereby irrevocably submit any disputes under this Agreement to the jurisdiction of the state and federal courts located in Salt Lake City, Utah.

15. MISCELLANEOUS.

- 15.1 Relationship. This Agreement does not make either party the employee, franchisee, agent or legal representative of the other for any purpose whatsoever. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party. In fulfilling its obligations pursuant to this Agreement each party shall be acting as an independent contractor.
- 15.2 Assignment; Binding Effect. Neither party may assign or transfer this Agreement or delegate any of its obligations or duties hereunder without prior written consent of the other party, which shall not be unreasonably withheld. However, a party may, upon notice to the other party, assign this Agreement to a third party in connection with a merger with the assigning party or acquisition of all or substantially all of the assigning party's assets or business to which this Agreement relates. This Agreement shall inure to the benefit of and shall be binding on the successors and permitted assigns of the parties.
- 15.3 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous agreements by and between the parties as well as all proposals, oral or written and all negotiations, conversations or discussions heretofore had between the parties related to the subject matter of this agreement. The parties acknowledge that they have not been induced to enter into this agreement by any representations or statements, oral or written, not expressly contained herein.
- 15.4 Amendment. This Agreement shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived, in whole or in part, except by written amendment signed by the parties hereto.
- 15.5 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court or authority of competent jurisdiction, such provision shall be modified by such court or authority to the minimum extent necessary to make it valid, legal and enforceable. If the provision cannot be so modified, it shall be severed and all other provisions of this Agreement shall remain in full force and effect. If a provision is held illegal, invalid or unenforceable, the parties also agree to negotiate reasonably and in good faith to modify this Agreement with a new provision that approximates the intent and purpose of the original provision as closely as possible, without being illegal or unenforceable.
- 15.6 Counterparts. This Agreement shall be executed in two or more counterparts, and each such counterpart shall be deemed an original hereof.

- 15.7 Delay or Omission Not Waiver. No delay or failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15.8 Notice. All notices between the parties shall be in writing and shall be sent by certified or registered mail or commercial delivery service, with provisions for a receipt, or by an e-mail or facsimile (confirmed in writing thereafter), to the address of the other party listed above (or to such other address as a party may furnish to the other in writing).
- 15.9 Export. Spillman may not download or otherwise export or re-export any underlying software, technology or other information from the Product except in full compliance with all U.S. and other applicable laws and regulations. In particular, but without limitation, none of the underlying information or technology may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) any country to which the U.S. has embargoed goods or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's or State Department's Table of Denial Orders.
- 15.10 No Third Party Beneficiaries. No entities not a party to this Agreement shall be deemed third party beneficiaries hereunder.
- 15.11 Public Announcements. Neither party will make any press release or other public disclosure regarding this Agreement or the transactions contemplated hereby without the other party's prior written approval, except as required under applicable law or regulation or by any governmental agency, in which case the party required to make the press release or public disclosure shall use commercially reasonable efforts to obtain the approval of the other party as to the form, nature and extent of the press release or public disclosure prior to issuing the press release or making the public disclosure. Any approval requested hereunder shall not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

CSL, Inc.

By: _____

Its: _____

Date: _____

Spillman Technologies, Inc.

By: _____

Its: _____

Date: _____

Schedule A

Products

Staff Management/Command types or versions of the following products:

CSL CAD Dashboard

CSL CompStat Dashboard

CSL Community Dashboard

In the tables contained in the following schedules, “Field Sales” means sales of Products to new Spillman customers, and “Account Sales” means sales of Products to existing Spillman customers as an add-on.

Schedule A1

CSL CAD Dashboard Pricing Schedule

FIELD SALES

Total Emp	List Price	Command Solutions 80%	Spillman 20%	Command Solutions Maintenance 10%	Spillman Maintenance 6%
1-4	\$12,500	\$10,000	\$2,500	\$1,250	\$750
5-9	\$15,000	\$12,000	\$3,000	\$1,500	\$900
10-19	\$17,500	\$14,000	\$3,500	\$1,750	\$1,050
20-29	\$20,000	\$16,000	\$4,000	\$2,000	\$1,200
30-49	\$25,000	\$20,000	\$5,000	\$2,500	\$1,500
50-69	\$30,000	\$24,000	\$6,000	\$3,000	\$1,800
70-99	\$35,000	\$28,000	\$7,000	\$3,500	\$2,100
100-129	\$40,000	\$32,000	\$8,000	\$4,000	\$2,400
130-159	\$45,000	\$36,000	\$9,000	\$4,500	\$2,700
160-199	\$50,000	\$40,000	\$10,000	\$5,000	\$3,000
200-249	\$55,000	\$44,000	\$11,000	\$5,500	\$3,300
250-299	\$60,000	\$48,000	\$12,000	\$6,000	\$3,600
300-399	\$65,000	\$52,000	\$13,000	\$6,500	\$3,900
400-499	\$70,000	\$56,000	\$14,000	\$7,000	\$4,200
500-599	\$75,000	\$60,000	\$15,000	\$7,500	\$4,500
600-699	\$80,000	\$64,000	\$16,000	\$8,000	\$4,800
700-849	\$85,000	\$68,000	\$17,000	\$8,500	\$5,100
850-999	\$90,000	\$72,000	\$18,000	\$9,000	\$5,400
1000-1249	\$95,000	\$76,000	\$19,000	\$9,500	\$5,700
1250-1499	\$100,000	\$80,000	\$20,000	\$10,000	\$6,000
1500-1999	\$105,000	\$84,000	\$21,000	\$10,500	\$6,300
2000-2499	\$110,000	\$88,000	\$22,000	\$11,000	\$6,600
2500-2999	\$115,000	\$92,000	\$23,000	\$11,500	\$6,900
3000-3999	\$120,000	\$96,000	\$24,000	\$12,000	\$7,200
4000-4999	\$125,000	\$100,000	\$25,000	\$12,500	\$7,500
5000+	\$130,000	\$104,000	\$26,000	\$13,000	\$7,800

ACCOUNT SALES

List Price	Command Solutions 67%	Account Sales GM 33%	Command Solutions Maintenance 10%	Spillman Maintenance 6%
\$15,000	\$10,000	\$5,000	\$1,500	\$900
\$18,000	\$12,000	\$6,000	\$1,800	\$1,080
\$21,000	\$14,000	\$7,000	\$2,100	\$1,260
\$24,000	\$16,000	\$8,000	\$2,400	\$1,440
\$30,000	\$20,000	\$10,000	\$3,000	\$1,800
\$36,000	\$24,000	\$12,000	\$3,600	\$2,160
\$42,000	\$28,000	\$14,000	\$4,200	\$2,520
\$48,000	\$32,000	\$16,000	\$4,800	\$2,880
\$54,000	\$36,000	\$18,000	\$5,400	\$3,240
\$60,000	\$40,000	\$20,000	\$6,000	\$3,600
\$66,000	\$44,000	\$22,000	\$6,600	\$3,960
\$72,000	\$48,000	\$24,000	\$7,200	\$4,320
\$78,000	\$52,000	\$26,000	\$7,800	\$4,680
\$84,000	\$56,000	\$28,000	\$8,400	\$5,040
\$90,000	\$60,000	\$30,000	\$9,000	\$5,400
\$96,000	\$64,000	\$32,000	\$9,600	\$5,760
\$102,000	\$68,000	\$34,000	\$10,200	\$6,120
\$108,000	\$72,000	\$36,000	\$10,800	\$6,480
\$114,000	\$76,000	\$38,000	\$11,400	\$6,840
\$120,000	\$80,000	\$40,000	\$12,000	\$7,200
\$126,000	\$84,000	\$42,000	\$12,600	\$7,560
\$132,000	\$88,000	\$44,000	\$13,200	\$7,920
\$138,000	\$92,000	\$46,000	\$13,800	\$8,280
\$144,000	\$96,000	\$48,000	\$14,400	\$8,640
\$150,000	\$100,000	\$50,000	\$15,000	\$9,000
\$156,000	\$104,000	\$52,000	\$15,600	\$9,360

Schedule A2

CSL CompStat Dashboard Pricing Schedule

FIELD SALES

Total Emp	List Price	Command Solutions 80%	Spillman 20%	Command Solutions Maintenance 10%	Spillman Maintenance 6%
1-4	\$12,500	\$10,000	\$2,500	\$1,250	\$750
5-9	\$15,000	\$12,000	\$3,000	\$1,500	\$900
10-19	\$17,500	\$14,000	\$3,500	\$1,750	\$1,050
20-29	\$20,000	\$16,000	\$4,000	\$2,000	\$1,200
30-49	\$25,000	\$20,000	\$5,000	\$2,500	\$1,500
50-69	\$30,000	\$24,000	\$6,000	\$3,000	\$1,800
70-99	\$35,000	\$28,000	\$7,000	\$3,500	\$2,100
100-129	\$40,000	\$32,000	\$8,000	\$4,000	\$2,400
130-159	\$45,000	\$36,000	\$9,000	\$4,500	\$2,700
160-199	\$50,000	\$40,000	\$10,000	\$5,000	\$3,000
200-249	\$55,000	\$44,000	\$11,000	\$5,500	\$3,300
250-299	\$60,000	\$48,000	\$12,000	\$6,000	\$3,600
300-399	\$65,000	\$52,000	\$13,000	\$6,500	\$3,900
400-499	\$70,000	\$56,000	\$14,000	\$7,000	\$4,200
500-599	\$75,000	\$60,000	\$15,000	\$7,500	\$4,500
600-699	\$80,000	\$64,000	\$16,000	\$8,000	\$4,800
700-849	\$85,000	\$68,000	\$17,000	\$8,500	\$5,100
850-999	\$90,000	\$72,000	\$18,000	\$9,000	\$5,400
1000-1249	\$95,000	\$76,000	\$19,000	\$9,500	\$5,700
1250-1499	\$100,000	\$80,000	\$20,000	\$10,000	\$6,000
1500-1999	\$105,000	\$84,000	\$21,000	\$10,500	\$6,300
2000-2499	\$110,000	\$88,000	\$22,000	\$11,000	\$6,600
2500-2999	\$115,000	\$92,000	\$23,000	\$11,500	\$6,900
3000-3999	\$120,000	\$96,000	\$24,000	\$12,000	\$7,200
4000-4999	\$125,000	\$100,000	\$25,000	\$12,500	\$7,500
5000+	\$130,000	\$104,000	\$26,000	\$13,000	\$7,800

ACCOUNT SALES

List Price	Command Solutions 67%	Account Sales GM 33%	Command Solutions Maintenance 10%	Spillman Maintenance 6%
\$15,000	\$10,000	\$5,000	\$1,500	\$900
\$18,000	\$12,000	\$6,000	\$1,800	\$1,080
\$21,000	\$14,000	\$7,000	\$2,100	\$1,260
\$24,000	\$16,000	\$8,000	\$2,400	\$1,440
\$30,000	\$20,000	\$10,000	\$3,000	\$1,800
\$36,000	\$24,000	\$12,000	\$3,600	\$2,160
\$42,000	\$28,000	\$14,000	\$4,200	\$2,520
\$48,000	\$32,000	\$16,000	\$4,800	\$2,880
\$54,000	\$36,000	\$18,000	\$5,400	\$3,240
\$60,000	\$40,000	\$20,000	\$6,000	\$3,600
\$66,000	\$44,000	\$22,000	\$6,600	\$3,960
\$72,000	\$48,000	\$24,000	\$7,200	\$4,320
\$78,000	\$52,000	\$26,000	\$7,800	\$4,680
\$84,000	\$56,000	\$28,000	\$8,400	\$5,040
\$90,000	\$60,000	\$30,000	\$9,000	\$5,400
\$96,000	\$64,000	\$32,000	\$9,600	\$5,760
\$102,000	\$68,000	\$34,000	\$10,200	\$6,120
\$108,000	\$72,000	\$36,000	\$10,800	\$6,480
\$114,000	\$76,000	\$38,000	\$11,400	\$6,840
\$120,000	\$80,000	\$40,000	\$12,000	\$7,200
\$126,000	\$84,000	\$42,000	\$12,600	\$7,560
\$132,000	\$88,000	\$44,000	\$13,200	\$7,920
\$138,000	\$92,000	\$46,000	\$13,800	\$8,280
\$144,000	\$96,000	\$48,000	\$14,400	\$8,640
\$150,000	\$100,000	\$50,000	\$15,000	\$9,000
\$156,000	\$104,000	\$52,000	\$15,600	\$9,360

Schedule A3

CSL Community Dashboard Pricing Schedule

FIELD SALES

Total Emp	List Price	Command Solutions 80%	Spillman 20%	Command Solutions Maintenance 10%	Spillman Maintenance 6%
1-4	\$6,250	\$5,000	\$1,250	\$625	\$375
5-9	\$7,500	\$6,000	\$1,500	\$750	\$450
10-19	\$8,750	\$7,000	\$1,750	\$875	\$525
20-29	\$10,000	\$8,000	\$2,000	\$1,000	\$600
30-49	\$12,500	\$10,000	\$2,500	\$1,250	\$750
50-69	\$15,000	\$12,000	\$3,000	\$1,500	\$900
70-99	\$17,500	\$14,000	\$3,500	\$1,750	\$1,050
100-129	\$20,000	\$16,000	\$4,000	\$2,000	\$1,200
130-159	\$22,500	\$18,000	\$4,500	\$2,250	\$1,350
160-199	\$25,000	\$20,000	\$5,000	\$2,500	\$1,500
200-249	\$27,500	\$22,000	\$5,500	\$2,750	\$1,650
250-299	\$30,000	\$24,000	\$6,000	\$3,000	\$1,800
300-399	\$32,500	\$26,000	\$6,500	\$3,250	\$1,950
400-499	\$35,000	\$28,000	\$7,000	\$3,500	\$2,100
500-599	\$37,500	\$30,000	\$7,500	\$3,750	\$2,250
600-699	\$40,000	\$32,000	\$8,000	\$4,000	\$2,400
700-849	\$42,500	\$34,000	\$8,500	\$4,250	\$2,550
850-999	\$45,000	\$36,000	\$9,000	\$4,500	\$2,700
1000-1249	\$47,500	\$38,000	\$9,500	\$4,750	\$2,850
1250-1499	\$50,000	\$40,000	\$10,000	\$5,000	\$3,000
1500-1999	\$52,500	\$42,000	\$10,500	\$5,250	\$3,150
2000-2499	\$55,000	\$44,000	\$11,000	\$5,500	\$3,300
2500-2999	\$57,500	\$46,000	\$11,500	\$5,750	\$3,450
3000-3999	\$60,000	\$48,000	\$12,000	\$6,000	\$3,600
4000-4999	\$62,500	\$50,000	\$12,500	\$6,250	\$3,750
5000+	\$65,000	\$52,000	\$13,000	\$6,500	\$3,900

ACCOUNT SALES

List Price	Command Solutions 67%	Account Sales GM 33%	Command Solutions Maintenance 10%	Spillman Maintenance 6%
\$7,500	\$5,000	\$2,500	\$750	\$450
\$9,000	\$6,000	\$3,000	\$900	\$540
\$10,500	\$7,000	\$3,500	\$1,050	\$630
\$12,000	\$8,000	\$4,000	\$1,200	\$720
\$15,000	\$10,000	\$5,000	\$1,500	\$900
\$18,000	\$12,000	\$6,000	\$1,800	\$1,080
\$21,000	\$14,000	\$7,000	\$2,100	\$1,260
\$24,000	\$16,000	\$8,000	\$2,400	\$1,440
\$27,000	\$18,000	\$9,000	\$2,700	\$1,620
\$30,000	\$20,000	\$10,000	\$3,000	\$1,800
\$33,000	\$22,000	\$11,000	\$3,300	\$1,980
\$36,000	\$24,000	\$12,000	\$3,600	\$2,160
\$39,000	\$26,000	\$13,000	\$3,900	\$2,340
\$42,000	\$28,000	\$14,000	\$4,200	\$2,520
\$45,000	\$30,000	\$15,000	\$4,500	\$2,700
\$48,000	\$32,000	\$16,000	\$4,800	\$2,880
\$51,000	\$34,000	\$17,000	\$5,100	\$3,060
\$54,000	\$36,000	\$18,000	\$5,400	\$3,240
\$57,000	\$38,000	\$19,000	\$5,700	\$3,420
\$60,000	\$40,000	\$20,000	\$6,000	\$3,600
\$63,000	\$42,000	\$21,000	\$6,300	\$3,780
\$66,000	\$44,000	\$22,000	\$6,600	\$3,960
\$69,000	\$46,000	\$23,000	\$6,900	\$4,140
\$72,000	\$48,000	\$24,000	\$7,200	\$4,320
\$75,000	\$50,000	\$25,000	\$7,500	\$4,500
\$78,000	\$52,000	\$26,000	\$7,800	\$4,680

Schedule B

Spillman Purchase and License Agreement

[Attach copy of Spillman Purchase and License Agreement to final contract]

**Semotus Solutions, Inc.
Reseller Agreement**

THIS AGREEMENT IS made effective 9/11/09 (the "Effective Date") by and between Semotus Solutions, Inc., a California corporation with offices located at 718 University Ave., Suite 110, Los Gatos, CA 95032 ("Semotus"), and Spillman Technologies, Inc., a Utah corporation with offices located at 4625 West Lake Park Blvd., Salt Lake City, UT 84120 ("Reseller").

WHEREAS Reseller is in the business of selling computer software and/or services for use by its customers; and the parties wish to specify herein the terms and conditions by which Reseller may market and resell the Products (defined at § 1 herein) for use in accordance with the terms of the Product's applicable license agreements and not for subsequent resale or sublicense, to certain of its customers that are not also already customers of Semotus (the "Customers").

NOW, THEREFORE, the parties hereby agree as follows:

1. Products Covered. This Agreement covers the promotion, market, purchase, resale and support of licenses for certain computer software program(s) listed in Schedule A and the related but unspecified enhancements, releases, updates, or other modifications thereto that Semotus may release when and if available while this Agreement is in force, together with the associated Documentation (collectively, the "Product(s)").

2. Appointment, Distribution Rights.

2.1. Subject to the terms and conditions of this Agreement, Semotus hereby grants Reseller a nonexclusive and non-transferable right to promote, advertise, market, resell and distribute the Product(s) to Customers.

2.2. Semotus may suspend such authorization during any period in which Reseller is past due on any amounts owing to Semotus, subject to thirty (30) days prior written notice and opportunity to cure the default.

2.3. Use of Trademarks and Tradenames. Semotus grants to Reseller the non-exclusive right to use certain of its name and marks during the term of this Agreement solely with respect to Reseller's marketing and licensing of the Products in accordance with the terms of this Agreement, including Schedule B attached hereto and incorporated herein. Reseller's right created herein shall continue only as long as Reseller's marketing and licensing rights under this Agreement remain in force. Upon termination of this Agreement, Reseller will purge such name or marks from all materials, letterheads, signs and any other media in which Reseller displayed such names or marks, and thereafter, neither Reseller nor any parent, subsidiary or affiliate shall use either the name or like sounding or appearing names or marks in any fashion, anywhere. Reseller shall maintain and allow Semotus to monitor the quality of workmanship associated with its marks, and if such quality falls below Semotus' own levels, Semotus may notify Reseller and Reseller will use reasonable, good faith efforts to improve the quality to Semotus' levels as soon as feasible. Semotus makes no representation or warranties as to the registration status of its tradenames or trademarks. Reseller will use reasonable efforts to notify Semotus of any infringement or appropriation of Semotus' names or marks that come to Reseller's attention during the term of this Agreement.

3. Duties of Reseller.

3.1. Promotional Efforts. Reseller agrees to expend at least the same effort, time and resources to promote, market and resell the Product(s) as it does for other third party computer software products of a similar nature that it is reselling, but in any case, Reseller agrees to use at least commercially reasonable efforts to promote, market and resell the Product(s).

Confidential

3.2. Product Representations. Reseller shall deliver Product(s) to Customers with Semotus' then current license agreement generally accompanying the Product as it may be amended by Semotus (the "License Agreement"). Reseller shall make no, and shall indemnify Semotus for any claims arising out of, representations or warranties concerning quality, performance or other characteristics of the Product other than those which are consistent in all respects with, and do not expand the scope of, the warranties contained in the applicable License Agreement. Reseller agrees to conduct its business in a manner that reflects favorably at all times on the Product(s) and the good name, goodwill and reputation of Semotus. Reseller shall identify Semotus as the Product owner and identify and represent Reseller as a reseller of Semotus, and not as having any other relationship or affiliation with Semotus.

3.3. Compliance with Laws. Reseller shall comply with all applicable supranational, national, and local laws and regulations in performing its duties hereunder. Reseller must obtain, at its own expense, all necessary registrations, licenses, permits and approvals as required by any government to import and/or export, promote, market and resell the Product(s), and Semotus shall provide any necessary information or supporting documentation upon Reseller's reasonable written request to assist Reseller with its obligations under this Section 3.3. Reseller shall indemnify and hold harmless Semotus for any violation or alleged violation of this Section.

3.4. No Conflicts. Reseller represents as to all Products that nothing in this Agreement violates any applicable law or regulation or contract or agreement to which Reseller is a party or to which it is subject.

4. Duties of Semotus.

4.1. Orders. Semotus shall supply Reseller or Customer (as set forth in the Purchase Order by Reseller) with saleable units of the Product, F.O.B. Semotus, upon receipt of authorized written or faxed purchase orders. Each order placed by Reseller for the Product shall be deemed to incorporate all of the terms and conditions hereof, and any terms and conditions of such order other than name of the Product, quantity, price, shipment date and destination shall be null and void.

4.2. Marketing Literature. From time to time, Semotus will make available to Reseller electronic copies of sales and marketing materials, such as product brochures, manuals and other publications to assist Reseller in Reseller's sale of Product. Semotus may charge Reseller a standard fee for any hard copy versions of its promotional items or quantities of literature that Reseller may request, for use by Reseller in promoting the Product to its Customers.

4.3. Compliance with Laws. Semotus shall comply with all applicable supranational, national, and local laws and regulations in performing its duties hereunder, and shall ensure that the Product complies with all applicable law and regulations. Semotus shall indemnify and hold harmless Semotus for any violation or alleged violation of this Section.

4.4. No Conflicts. Semotus represents as to all Products that nothing in this Agreement violates any applicable law or regulation or contract or agreement to which Semotus is a party or to which it is subject.

5. Training and Support.

5.1. Training. Reseller agrees to provide Semotus reasonable access to Reseller's employees involved with the promotion, marketing and reselling of the Product(s). Reseller agrees not to obstruct Semotus' access to such employees. All such training shall occur at times and locations mutually agreed to by Reseller and Semotus. . On-site training may be performed by Semotus on a contracted basis.

5.2. Support. Semotus shall provide technical support on the Product(s) to the Customers who obtain the Product(s) from Reseller on the terms and conditions as set forth in the applicable License Agreement. If a Product or a version thereof is discontinued by Semotus and not replaced by a new Version or Release, Semotus will provide support for the discontinued Product or version for at least twelve (12) months thereafter. Semotus' policy is to support the current software version and one previous version. Upgrade to the current Version is required for support. Semotus will also provide reasonable telephone and email support to Reseller to assist it with questions concerning the Product(s).

6. Term & Termination.

6.1. The term of this Agreement shall commence as of the effective date of this Agreement and shall terminate one (1) year from the effective date (the "Initial Period"). Thereafter, the Term shall automatically renew for successive periods of one year each, unless and until terminated pursuant to Section 6 hereof.

6.2. Either Party may terminate this Agreement upon sixty (60) days prior written notice. Either Party may terminate this Agreement immediately upon the occurrence of the following events:

- a. The other Party is declared or acknowledges that it is insolvent or otherwise unable to pay its debts as they become due or upon the filing of any proceeding (whether voluntary or involuntary) for bankruptcy, insolvency or relief from its creditors; or
- b. The other Party violates any of the material provisions of this Agreement and fails to cure such breach within thirty (30) days of receiving notice from the non-breaching Party.

6.3. Actions Following Termination.

a. Upon the termination of this Agreement, the Parties agree to reasonably cooperate with each other to conclude an orderly termination of their relationship. After termination, Reseller shall no longer have any right or ability to market, promote, resell or license any of the Products, or to use Semotus' trademarks and tradenames, including but not limited to the marks "Semotus" and "HipLink," except that, provided that this Agreement was not terminated by Semotus for material breach by Reseller, Reseller may continue, for up to 180 days after termination, to order from Semotus and distribute Products for which binding purchase orders have been placed or binding agreements have been executed with Customers. Reseller agrees, within forty-five (45) days of the effective date of such termination, to pay all sums due Semotus, return all Confidential Information and provide Semotus with all outstanding reports, including lists of prospects, lists of licensees of Product, copies and/or originals of License Agreements. Reseller shall be responsible for ensuring compliance with this Section. In the event of a termination of this Agreement for any reason, Reseller agrees to disclose to Semotus any and all accounts of the Reseller that have licensed the Products. At a minimum, account name, address, telephone number, contact person and pertinent Product information must be provided Corporation upon or promptly following the effective termination date. Semotus will also return to Reseller any Confidential Information of Reseller. All Customer information provided by Reseller to Semotus constitutes Confidential Information of Reseller; Semotus may use such Customer information after termination, but only to follow up on sales leads and to market and support its own products. Semotus will not provide Reseller's Customer information to any third party.

6.4. Surviving Sections. The provisions of Sections 6, 9, 10, 11, and 13 hereof shall survive any termination hereof for any reason.

7. Ordering, Products and Pricing, Payments

7.1. Order Submittal. Reseller shall submit a purchase order for each Customer specifying the Customer's name, quantity of each Product, number of servers, and the Customer's ship to address(es) where appropriate.

The Purchase Order shall always indicate the specific license key(s) ordered according to the fee schedule set forth and attached hereto as Schedule A-1.

7.2. Products and Pricing. The discount for each unit of the Product supplied to Reseller shall be determined in accordance with Schedule A hereto. Semotus may amend its pricing on the Product(s) from time to time with sixty (60) days prior notice to Reseller; provided that Semotus agrees to extend the then-current pricing of the Products with respect to any approved price quote commitment previously provided by Reseller to Customers or potential Customers.. Semotus may also discontinue any or all of the Product(s), subject to ninety (90) days prior written notice to Reseller, or reject any Customer orders, in its reasonable discretion, that it deems contrary to its proprietary, business or legal interests. Provided that Reseller is in compliance with all material terms of this Agreement and is not past due on payments owed, Semotus shall use reasonable efforts to fill orders placed by Reseller. If an order is rejected, Semotus shall do so promptly and in writing, stating the reason for the rejection.

7.3. Taxes. All prices are exclusive of any present or future sales, revenue or excise tax, import duty (including brokerage fees), or any other applicable tax. Reseller represents that these goods are being purchased for resale and agrees that in addition to payment of the invoices, Reseller shall also pay all applicable taxes and any assessments related to the Product and their shipments (exclusive of taxes based on Semotus' income), including any taxes on sales or services provided by Semotus, except to the extent Reseller is exempt from such taxes.

7.4. Payment. All sales are final. Reseller shall be liable to pay for all Products shipped prior to any termination or expiration of this Agreement. Payment is due within forty-five days of Reseller's receipt of Semotus' invoice, by company check, wire transfer or credit card. International resellers must pay by wire transfer or credit card only at the time the purchase order is placed. Any payment not paid when due shall bear interest at the rate of 1.25 percent per month (subject to local law) until paid. All payments are to be made in United States dollars. All shipments are FOB Semotus.

7.5. Product may be resold only in Reseller's normal course of business; however, Reseller shall not pledge or otherwise encumber the Product until paid in full.

8. Reporting

8.1. Reseller agrees to promptly report to Semotus (a) any seizure or attachment of the Product by Reseller's creditors, (b) any petition in bankruptcy, insolvency receivership or similar proceeding filed by, or against, Reseller or (c) any arrangements, composition or similar agreement for benefit of Reseller's creditor's.

8.2. Reseller will prepare and submit to Semotus reports that Semotus may reasonably request from time to time. In addition to requiring monthly sales reports and forecasts, Semotus may request reports on such subjects as Reseller's financial condition, market plans, sales strategies, monthly sales activity, and point of sale.

9. General Export/ Import

9.1 The Product may contain encryption technology that is subject to import and export controls. Reseller agrees to take any and all actions necessary to comply with applicable U.S. export laws and regulations and other applicable foreign laws in its performance of this Agreement, including making determinations of final destination of Products licensed to Licensees if any copies may be re-exported or transferred to a location outside of the United States. Reseller agrees that any export or re-export of Product shall be done in accordance with the United States Export Administration Regulations. Diversion contrary to U.S. Law is prohibited. Product is prohibited for export or re-export to UNITA (Angola), Cuba, Iran, Iraq, Libya, Myanmar (Burma),

North Korea, Sudan and Syria or to any person or entity on the U.S. Department of Commerce Denied Persons List or on the U.S. Department of Treasury's lists of Specially Designated Nationals, Specially Designated Narcotics Traffickers or Specially Designated Terrorists Organizations (including the Taliban). Reseller agrees to report exports of Product from the U.S. on a bi-annual basis to the U.S. Bureau of Export Affairs (BXA) in accordance with BXA regulations.

10. Confidentiality and Protection of the Products and Documentation

10.1. Confidentiality. "Confidential Information" means all information of or relating to either party (whether of a business, technical or other nature) which the other party knows or reasonably should know to be confidential or proprietary, including without limitation non-public business information, Customer lists and information, plans and forecasts, and trade secrets relating to a party's products or services. Without limiting the generality of the foregoing, Product(s), and any and all media embodying any of the Confidential Information shall at all times constitute Confidential Information. All Confidential Information will be considered trade secrets of the disclosing party and shall be entitled to all protections given by law to trade secrets. Except for Customer information, which under all circumstances shall be treated as Confidential Information, such restrictions do not extend to any item of information which can be proven by written documentation that it (a) is now or later becomes available in the public domain without the fault of the receiving party; (b) is disclosed or made available to the receiving party by a third party without restrictions and without breach of any relationship or confidentiality; or (c) is independently developed by the receiving party without access to the disclosing party's Confidential Information or proprietary information. The substantive terms and conditions of this Agreement are hereby designated "CONFIDENTIAL." It is agreed and understood that in the event of a breach of this Section, damages may not be an adequate remedy and the disclosing party shall be entitled to injunctive relief to restrain any such breach, threatened or actual, without the necessity of posting bond. During the term of this Agreement and at all times thereafter, the receiving party and its personnel shall not directly or indirectly (a) use any Confidential Information for any purpose other than that for which it is used or disclosed under the terms of this Agreement, (b) disclose to any person, firm, corporation or other business entity any Confidential Information or in any other way publicly or privately disseminate any Confidential Information, or (c) assist, authorize or encourage anyone else to use, disclose or disseminate any Confidential Information. The terms of this entire Section 10 shall survive the termination or expiration of this Agreement, for whatever reason.

10.2. Proprietary Rights. This Agreement does NOT transfer title of any of Semotus's intellectual property rights to Reseller. Semotus shall remain the exclusive owner of all of its intellectual property rights (including, without limitation, any patent, trademark or copyright) in and to its Products, any other software application of Semotus and any documentation or training materials provided by Semotus to Reseller. Reseller shall not manufacture, duplicate, reverse engineer, or decompile the Product or information relating thereto. Reseller will use reasonable efforts to notify Semotus of any infringement, misappropriation or violation of any intellectual property rights of Semotus that comes to Reseller's attention. Reseller will not infringe, and will use reasonable efforts to preserve and protect Semotus' interest in, all such intellectual property rights. In the event of any such infringement, misappropriation or violation relating to the activities of Reseller or any of its officers, directors, employees, agents or contractors, Reseller will take all steps reasonably necessary to terminate any such infringement, misappropriation or violation.

10.3. No Modifications. In no event shall Reseller copy or modify, or aid a third party in copying or modifying, the source code, object code, or any part of the Product without the express written permission of Semotus. Reseller agrees to abide by all terms and conditions of Semotus' License Agreement. Reseller shall deliver the Product components and License Agreement to its Customers in the same unopened package(s) as received by Reseller from Semotus.

10.4. Documentation. Reseller may not write or otherwise create any additional Product documentation or authorize the creation thereof without Semotus's express written consent, which shall not be unreasonably withheld. The only Product documentation that Reseller is authorized to sell or distribute is official Semotus Product documentation that shall have been produced by Semotus and sold to Reseller. Reseller may directly translate documentation into the native language, of the territory to assist in the sale of the Product, by obtaining written consent from Semotus and providing Semotus with a copy of such translation for Semotus's approval prior to distribution. In no case shall the translated documentation differ, alter or change the meaning, intent from its original purpose. Reseller grants Semotus title to any such translations.

11. Warranties and Indemnification.

11.1. Product Warranty. Semotus represents and warrants as follows:

- a. Semotus warrants that it is the owner or licensor of the Products, and has the rights to perform its obligations and grant to Reseller the rights and licenses set forth herein.
- b. Semotus warrants that for a period of Ninety days (90) following the initial shipment of the Products to Reseller (the "Warranty Period"), the Product will perform its functions substantially according to Semotus' then-current specifications and any end user documentation or manuals with respect to such Product, and that such documentation is complete and accurate in all material respects.
- c. Semotus warrants that all services provided by Semotus in connection with this Agreement will be performed by qualified personnel in a professional and workmanlike manner.
- d. Semotus warrants that the Products, as delivered by Semotus, do not contain and will not receive from Semotus any virus, worm, trap door, back door, timer, clock or other computer software code or routines or hardware components designed to disable, damage or impair the operation of the Products or the information or data accessed or manipulated by the Products.

11.2. Disclaimer, and Limitation of Liability. Except for those contained in sections 11.1 or 11.3, Semotus makes no representations or warranties in relation to Product(s) of any kind to Reseller. All warranties and representations to Customers regarding Product(s) are listed in the applicable License Agreement and are for the benefit of the Customer. Semotus shall indemnify and hold Reseller harmless for any claims arising out of the breach by Semotus of the License Agreement subject to the limitations set forth in this Agreement. IN NO EVENT SHALL EITHER PARTY BE LIABLE, DIRECTLY OR INDIRECTLY TO THE OTHER PARTY, ANY PROSPECT OR ANY CUSTOMER, FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR SIMILAR DAMAGES, FOR LEGAL FEES, LOSS OF DATA OR LOST PROFITS. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO RESELLER. EACH PARTY'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS BROUGHT BY THE OTHER PARTY SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY RESELLER TO SEMOTUS UNDER THIS AGREEMENT. SEMOTUS SHALL NOT BE LIABLE FOR ANY CLAIMS, WARRANTIES OR REPRESENTATIONS MADE BY RESELLER THAT ARE NOT CONTAINED IN THE LICENSE AGREEMENT. The foregoing limitations shall not apply to indemnification obligations under Section 11.3, breach of confidentiality under Section 10.1, intentional misconduct of a party or its employees or breach of the other party's intellectual property rights.

11.3 Intellectual Property Indemnification. Semotus shall indemnify, defend or, at its option, settle, and hold Reseller harmless against any claim, action or proceeding brought against Reseller alleging that a Product infringes a United States patent, copyright or trademark, or misappropriates any trade secret, and shall pay all

damages and reasonable costs finally awarded against Reseller in any action or proceeding which results from any such claim. If use of the Product is enjoined or the Product is believed by Semotus or held by a court or arbitrator to infringe, Semotus will use reasonable, good faith efforts to obtain a license under the rights that have been infringed, to modify the Product so it is noninfringing or to provide to Reseller and Customers substitute Product that is noninfringing, without materially adversely affecting the Product's functionality or performance; provided that if such options are not commercially reasonable, Semotus may terminate the license for the infringing Product upon written notice to Reseller and Customers and in such event shall refund a pro rate portion of the license fee based on a 5 year life of the Licensed Software. Semotus shall have no liability to the extent that any claim is based upon: (a) the unauthorized combination, operation or use of any Product with products or software not supplied, authorized or specified by Semotus; (b) the unauthorized alteration, modification or combination of any Product if infringement could have been avoided by use of the unaltered, unmodified or uncombined Product; or (c) the failure of a party to use the most current version of the Software, if the party was informed that there was an actual or potential problem with the prior version. THE FOREGOING CONSTITUTES THE ENTIRE LIABILITY OF SEMOTUS, AND RESELLER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OF THIRD-PARTY RIGHTS.

11.3. Each party shall indemnify, defend and hold the other party and its subsidiaries, affiliates, officers, directors, employees, agents and insurers harmless from and against any and all losses, including but not limited to claims, demands, damages, costs, expenses, fines, liabilities or penalties of every kind, whether foreseeable or unforeseeable (including litigation costs and reasonable attorneys' fees) arising out of a third party claim arising from or related to: (i) any negligent act or omission or willful misconduct of, or breach of this Agreement by, the indemnifying party or its officers, directors, employees, agents or contractors (each, an "Indemnitor"); (ii) any product liability claim based upon such party's software or technology; or (ii) a breach by an Indemnitor of its agreement with a Customer.

11.3. Reseller shall indemnify and hold Semotus and its subsidiaries, affiliates, officers, directors, employees, agents and insurers harmless from and against any and all losses, including but not limited to claims, demands, damages, costs, expenses, fines, liabilities or penalties of every kind, whether foreseeable or unforeseeable (including litigation costs and reasonable attorneys' fees) arising out of a third party claim arising from or related to a misrepresentation by Reseller or its officers, directors, employees, agents or contractors to a third party with respect to the Products or support.

11.4. Indemnification Procedure. A party seeking indemnification under this Agreement must (a) promptly notify the indemnifying party in writing of the claim, (b) give the indemnifying party full authority, information and assistance to defend such claim, at the indemnifying party's expense, and (c) give the indemnifying party sole control of the defense of such claim. The indemnified party may choose to be represented by separate counsel with respect to such claim, at its expense.

12. Source Code Escrow.

12.1. Creation and Maintenance of Escrow. Within thirty (30) days of the date of this Agreement, Semotus shall deposit a copy of that source code into an escrow account with a mutually agreeable third party escrow company (the "Escrow Agent") established by Spillman Technologies. All fees associated with the Escrow, account will be the responsibility of Spillman Technologies pursuant to which Semotus will deposit with such Escrow Agent a copy of the then-current version of the source code for the Product(s) on a storage medium appropriate for electronic use (the "Source Code") and all related comments and procedural code, in a form intelligible to trained programmers and capable of being translated into object code for operation on computer equipment through assembly or compiling, as well as documentation, including flow charts, schematics, statements of principles of operations, and architecture standards, describing the data flows, data structures, and control logic of the Software Product, sufficient to enable a person possessing technology-industry-acceptable

training and skills in the programming languages in which the Source Code is written, to efficiently correct, revise and update the Source Code. All such materials are collectively referred to as the "Escrow Materials."

12.2. Release Events. In the event that, during the term of this Agreement, one of the following events (each a "Release Event") occurs:

(a) Semotus (i) applies for or consents to the appointment of or the taking of possession by a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property to which this Agreement relates; (ii) makes a general assignment for the benefit of creditors; (iii) commences a voluntary case under Chapter 7 of the Federal Bankruptcy Code, as now or hereafter in effect; or (iv) has a petition filed against it in an involuntary case under such Chapter of the Bankruptcy Code or any application filed against it for the appointment of a receiver, custodian, trustee or liquidation of itself or of all or a substantial part of its property, and such petition or application is not dismissed within ninety (90) days; and the trustee in said proceeding fails to provide written assurances that Semotus' maintenance and support obligations will continue to be in effect.

(b) Semotus is liquidated or dissolved or ceases to do business without having assigned or otherwise transferred its rights and obligations under this Agreement to a permitted assignee that is qualified to support the Software and to fulfill Semotus' obligations hereunder; or

(c) Semotus materially breaches its maintenance and support obligations, and such breach is not cured within the required time period, as adjudicated by the Superior Court of Santa Clara County, California, upon a motion brought by reseller..

then Reseller shall be entitled to receive a copy of the then-current Escrow Materials and shall be licensed to use them to maintain, support and update the Product(s) for purposes of this Agreement, until this Agreement and all Semotus' support obligations to Customers with respect to the Software have terminated. Semotus or its successor in interest (including a trustee under the Bankruptcy Code) will promptly order the Escrow Agent to release the Escrow Materials to Reseller, if any Release Event occurs. Prior to the release of the Escrow Materials, senior management of the parties shall attempt to resolve any dispute between the parties concerning whether a Release Event has occurred, provided that if such dispute is not resolved by senior management of the parties within fourteen (14) days of either party informing the other party that a Release Event has occurred, the Escrow Materials shall be released to Reseller notwithstanding the pendency of the dispute regarding the Escrow Materials or the resolution of such dispute. If a final determination is made by either a court of competent jurisdiction or a mutually-agreed upon arbitrator that under the terms of this Agreement release of the Escrow Materials should not have occurred, Reseller will return the Escrow Materials to the Escrow Agent.

12.3 Enforceability. This Section 12 is expressly intended to be binding upon and enforceable against a debtor in possession or trustee in bankruptcy. Semotus hereby licenses Reseller under all applicable intellectual property rights to use the Source Code as permitted in this Agreement. If Semotus as a debtor in possession or if a trustee under the Bankruptcy Code rejects this Agreement, Reseller may elect to retain this license as part of the rights it may retain in accordance with Section 365(n) of the Bankruptcy Code. The parties agree that the Source Code is an "embodiment" of "intellectual property" as those terms are used in Section 365(n) of the Bankruptcy Code (11 U.S.C. 365(n)). The parties intend that no bankruptcy or bankruptcy proceeding, petition, law or regulation (and no other proceeding, petition, law or regulation of a similar nature in any state or foreign jurisdiction) will impede, delay or prevent the release of the Source Code to Reseller in accordance with the provisions of this Agreement.

13. General.

13.1 Assignment. This Agreement may not be assigned or otherwise transferred, and the duties hereunder may not be delegated, by either party unless such party has received prior written consent from the other party. To the extent a party is permitted by the other party or by operation of law to assign this Agreement or any part of it, all provisions hereof shall be binding upon the assigning party's successors or assigns.

13.2. Notices. Any notice hereunder shall be deemed to be sufficiently given and any delivery hereunder deemed made when delivered in person or two (2) business days after sent by registered or certified mail or courier addressed to Semotus and to Reseller at the addresses stated above, or at such changed address as either party shall have specified by prior written notice.

13.3. Modifications. This Agreement may not be modified except by an agreement in writing duly executed by authorized representatives of both Reseller and Semotus.

13.4. Headings. Paragraph headings are shown herein for convenience only, and shall not affect the meaning or interpretation hereof.

13.5. Advertising. The parties grant to each other the right to use their respective names in advertising or in any other appropriate public message.

13.6. Force Majeure. Neither party shall be liable for the failure to perform its obligations under this Agreement due to events beyond such party's reasonable control including, but not limited to, strikes, riots, wars, fire, acts of God or acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any court or governmental body.

13.7. Legality and Severability. If any portion of this Agreement is determined to be illegal or unenforceable under the law, then that portion shall be stricken from the Agreement without effect to that remainder of the Agreement that can be given effect independently of such invalid terms.

13.8. No Agency. Each of the parties will be deemed to be an independent contractor and not an agent, joint venturer, or representative of the other, and neither may create any obligations or responsibilities on behalf of or in the name of the other. Under no circumstances may Reseller hold itself out to be a partner, employee, franchisee, representative, servant, or agent of Semotus.

13.9. Government Licensee. The U.S. Government's use of any Product shall be subject to "restricted rights" as such are defined in FAR and DFAR clauses. For sales where the US Government is the ultimate end user, (a) the US Government contract number must be specified on Reseller's purchase order to us, and (b) Reseller's purchase order must specifically reference all those clauses of the applicable Federal Acquisition Regulations which are intended to flow down to Semotus, and (c) Semotus must provide Reseller written acceptance of those specific clauses which Semotus does accept. Otherwise, no government regulations or contract provisions will govern this Agreement.

13.10. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with, the laws of Delaware without giving effect to its principles of conflicts of laws and without giving effect to the United Nations Convention on the International Sale of Goods.

13.11. Fax Signatures. The parties hereby agree that signatures transmitted and received via facsimile or other electronic means shall be treated for all purposes of this Agreement as original signatures and shall be deemed valid, binding and enforceable by and against both parties.

IN WITNESS WHEREOF each of the undersigned acknowledges as an officer of their respective corporation that they have read this Agreement along with its Schedules, which are incorporated into the Agreement, understands them and agrees to be bound by their terms, and further acknowledges that this is the complete and exclusive statement of agreement for the distribution of the Product(s) between the parties and supersedes all prior agreements, whether written or oral.

Accepted and agreed on behalf of:

Spillman Technologies, Inc. (Reseller)

By:

Authorized Signature

Printed Name: Serena Rawlinaitis

Title: VP of Customer Services

Date: 9/11/09

Semotus Solutions, Inc.

By:

Authorized Signature

Printed Name: Pamela Latine

Title: President

Date: 9/11/09

Confidential

Semotus Solutions, Inc.
Reseller Agreement

SCHEDULE A

1. Products & Price List: The following is a list of the Products:
Corresponding price lists are attached as Schedule A-1:

HipLinkXS
HipLinkES

Discounts:

- 20% for all software license sales up to and including \$200,000
- 30% for all software license sales over \$200,000 a year

* The above discounts are given on a cumulative, per contract year basis

2. Support services may be sold directly to the Customer by Reseller based on 18% of current retail pricing levels. Support contracts include phone and email support and free upgrades to new versions.

Discounts:

- 10% for sales of maintenance / support services

Schedule A-1

Price List

[insert]

Semotus Solutions, Inc.
Reseller Agreement

SCHEDULE B

Authorized Marks:

HipLink; HipLinkXS; HipLinkES

Reseller's Obligations re: Semotus's Marks:

(a) Reseller shall supply Semotus with a sample, prior to the release of any web site launch, advertisement, brochure or other publicly distributed documentation or material bearing a Mark or advertising the Products in any way. Or, at any other time following reasonable written notice from Semotus, Reseller shall provide Semotus with a sample of such advertisement, brochure or other documentation or Material. Reseller shall cooperate fully with Semotus to facilitate periodic review of Reseller's use of the Marks and of Reseller's compliance with this Agreement.

(b) If Semotus notifies Reseller of any defect in any web site page, advertisement, brochure or publicly distributed documentation or material related to the Products or bearing a Mark, or any failure of any of the foregoing to comply with the requirements of this Agreement, Reseller shall promptly remedy the defect or failure.

(c) Reseller acknowledges that this Agreement does not transfer any rights to use any Marks (except to the limited extent expressly set forth in this Agreement) and that this Agreement does not and will not confer any goodwill or other interest in any Marks upon Reseller, all rights to which remain with Semotus.

(d) Reseller shall use the Marks in a manner that does not derogate from Semotus's right in the Marks, and shall take no action that would interfere with or diminish those rights. Reseller shall not reproduce or use the Marks in any manner whatsoever other than as expressly authorized by this Agreement or permitted by applicable law without a license. Reseller shall not use as its own any mark, work or design confusingly similar to any Marks, including without limitation any mark, word or design that incorporates the word "Hip", "Link" or "Semotus" or any mark, word or design confusingly similar thereto. Reseller agrees that all use of the Marks by Reseller will inure to the benefit of Semotus.

(e) Reseller agrees to use the appropriate trademark, product descriptor and trademark symbol (either "TM" or circled "R"), and clearly indicate Semotus's ownership of its Marks whenever any of the Marks is first mentioned in any web site, advertisement, brochure or documentation, or in any other manner in connection with the Products.

(f) Reseller shall not use or imitate the trade dress of Semotus's products or services relating to the Products.

**Semotus Solutions, Inc.
Reseller Agreement**

SCHEDULE C

[insert Semotus Customer License Agreement if we are using that with Customers. Add reference to this Schedule in the agreement]

Amended and Restated License and Distribution Agreement

This Amended and Restated License and Distribution Agreement (this "Agreement") is made and entered into as of January 1, 2014 (the "Effective Date") by and between the FairCom Corporation, a Missouri Corporation ("FairCom") having its principal place of business at 6300 West Sugar Creek Drive, Columbia, Missouri 65203, and Spillman Technologies, Inc., a Utah Corporation ("Licensee"), having its principal place of business at 4625 West Lake Park Blvd., Salt Lake City, UT 84120.

Recitals:

- A. Whereas, FairCom and Licensee have previously entered into a c-tree Plus License Agreement, identified by Serial Number 215173 (a "Prior Agreement"); and
- B. Whereas, FairCom and Licensee have previously entered into a c-tree and c-tree Plus Stand-Alone Technology License Agreements Amendment #1 ("First Amendment") effective January 1, 2004; and
- C. Whereas, FairCom and Licensee have previously entered into a FairCom Technology Quarterly OEM Deployment Amendment #2 ("Second Amendment") effective January 1, 2005; and
- D. Whereas, FairCom and Licensee have previously entered into a FairCom Technology Deployment Amendment #3 ("Third Amendment") effective January 1, 2010, which was terminated as of January 1, 2011; and
- E. Whereas, FairCom and Licensee have previously entered into a FairCom Technology Deployment Amendment #4 ("Fourth Amendment") dated January 1, 2011; and
- F. Whereas, it is the intent of the Parties that this Agreement shall supersede and replace in its entirety any such Prior Agreements and Amendments between FairCom and Licensee.

NOW, THEREFORE, the parties do covenant and agree as follows:

1. Definitions.

- 1.1 "Activated" shall mean the functioning, usable state of the c-tree Server Technology binary executable that only occurs after the License Authorization File supplied by FairCom has been placed in the same directory as the c-tree Server Technology binary executable file.
- 1.2 "Application" shall mean the configurations of the following software which incorporate or interact, directly or indirectly, with FairCom Technology: (i) public safety software developed and marketed by Licensee to emergency service providers throughout North America; (ii) Licensee's internal customer relationship management software which is developed by Licensee for Licensee's internal use only; and (iii) Licensee's internal problem defect tracking software which is developed by Licensee for Licensee's internal use only.
- 1.3 "Application Annual Maintenance" shall mean the annual Application support and update program sold by Licensee with the Application.
- 1.4 "Application License" shall mean the license agreement Licensee executes with its End-Users permitting the End-User to use the Application(s).
- 1.5 "Client-Side Technology" shall mean the technology embedded within the Application derived from the c-treeACE Software that allows an Application to communicate with the c-tree Server Technology.

- 1.6 "Contract Term" shall mean each consecutive three-hundred and sixty-five (365) day period beginning with the Effective Date and each such consecutive period thereafter.
- 1.7 "c-tree Driver Technology" shall mean the c-treeACE ODBC Driver that provides Open DataBase Connectivity to the c-tree Server Technology as well as the c-treeACE JDBC Driver that provides Java DataBase Connectivity to the c-tree Server Technology.
- 1.8 "c-tree Server Technology" shall mean the multi-threaded database server binary executable files authored by FairCom to perform general database services, and referred to as the c-treeACE SQL Server, c-treeACE Custom Server or c-treeACE Bound Server.
- 1.9 "c-treeACE Software" shall refer to FairCom's c-treeACE Professional development kit licensed hereunder.
- 1.10 "Deploy," "Deployment" or "Deployed" shall mean any use, distribution, delivery or shipment by Licensee, whether internally or to Licensee's End-Users, of any FairCom Technology.
- 1.11 "End-User" shall mean any user of any Licensee Application incorporating or Deployed in conjunction with any FairCom Technology.
- 1.12 "FairCom Evaluation Technology" shall mean: (1) a version of the c-tree Server Technology provided by FairCom to Licensee for the purpose of permitting Licensee to evaluate and test that specific FairCom Technology, with such evaluation or testing limited by time or function and subject to Licensee's compliance with the conditions set forth in Subsection 2.1(f) (FairCom Evaluation Technology) herein; or (2) a qualified or limited version of the Stand-Alone Technology that, when incorporated into the Application, is restricted by Licensee in some industry-accepted manner, such as a time-out or some other form of software limit.
- 1.13 "FairCom Technology" shall mean the c-tree Server Technology, the c-tree Driver Technology, and the c-tree Stand-Alone Technology as defined and licensed by FairCom herein. FairCom Technology does not include, nor does this Agreement grant any rights to, any other software or other product that is or may be produced by FairCom after the effective date of this Agreement, as a newly-developed product or next generation of existing product for which FairCom issues a new license agreement.
- 1.14 "Gross Maintenance Revenue" shall include any monies earned and billed by Licensee or any affiliates from sales of software maintenance for (gross accrued sales revenue owed Licensee in U.S. dollars before any subtractions for commissions, fees, taxes, refunds, bad debt, or any other expenses regardless of the status of collections) configurations of the Application incorporating the c-tree Server Technology or Stand-Alone Technology. This includes compensation for Application updates and technical support including, but not limited to, cash or cash equivalents; the fair market value of goods, services, or other non-cash consideration (including real, personal, tangible, and intangible property); in-kind and cash donations; and other gifts. Excluded from this definition is compensation paid to Licensee that is unrelated to Application licenses such as training, consulting services, or hardware sales as well as compensation paid to Licensee for third-party software. So long as such compensation is a line item on Spillman invoice to End-User, separate from any software that includes the FairCom Technology.
- 1.15 "License Authorization File" shall mean a computer binary file provided by FairCom that contains unique licensing information. Said licensing information permits the c-tree Server Technology to operate on a specified operating system, to support specific features, to support a fixed number of concurrent users and/or connections to the c-tree Server Technology, and to utilize a fixed number of CPUs on the host machine.
- 1.16 "Production Version" shall mean a fully functional and licensed version of the FairCom Technology for which compensation must be provided to FairCom.

- 1.17 "Proprietary Information" shall mean the c-treeACE Software source code, object code, binary executable files, inventions, algorithms, mathematical constraints, know-how and ideas embodied in the c-treeACE Software and FairCom Technology received by Licensee from FairCom or from any third-party whether or not such third-party is under any obligation to FairCom to maintain such information as confidential. Proprietary Information also includes any non-public information provided by either party to the other in connection with this Agreement, including Licensee's Application, pricing, future development plans, trade secrets; know-how; a party's non-public business and financial information; end user information and data; and any written materials marked as confidential and any other information, including visual or oral information, which reasonably should be understood to be confidential. Proprietary Information does not include information that a party can prove: (a) is now or later becomes generally available to the public without fault of the party who received such information; (b) was rightfully in the receiving party's possession prior to its disclosure by the disclosing party; (c) is independently developed by the receiving party without the use of any Proprietary Information of the disclosing party; or (d) is obtained by the receiving party without obligation of confidentiality from a third party who has the right to disclose it. Additionally, the receiving party may disclose Proprietary Information to the extent required by a judicial or legislative order or proceeding, provided that it gives the disclosing party prompt prior notice of the intended disclosure and an opportunity to respond or object to the disclosure, if permissible.
- 1.18 "Redundancy Version" shall mean a fully functional and licensed version of the FairCom Technology that is Deployed solely with a Production Version for failover, testing, and training purposes. When used as a fail-over backup, the Redundancy Version must exclusively process the same data as the Production Version with which it is Deployed.
- 1.19 "Stand-Alone Technology" shall refer to the stand alone single user and multi-user operational models which are build using the c-treeACE Software and do not require the c-tree Server Technology.
- 1.20 "Support" shall mean the technical assistance service FairCom will provide to designated Licensee Programmers under the terms, conditions and limitations set forth herein.
- 1.21 "Update" shall mean a new release of a FairCom Technology product that enhances the functioning of the FairCom Technology product and/or adjusts the FairCom Technology product to operate in accordance with its accompanying documentation.

2. License.

- 2.1 **Grant of Deployment License.** FairCom Technology may be Deployed by Licensee (1) only as long as Licensee adheres to the Deployment and Compensation requirements pursuant to Exhibit A, (2) only when incorporated in and/or Deployed to operate in conjunction with Licensee's Application, and (3) never by itself without use or deployment of Licensee's Application. Any Licensee Application incorporating or Deployed in conjunction with FairCom Technology shall only be Deployed as permitted by this license and only in binary executable or non-linkable shared object form (e.g. dynamic link libraries (.dll) and dynamic shared libraries (.so), excluding any form of linkable object or linkable library).

Subject to all of the terms, conditions and limitations set forth in this Agreement (including all Exhibits and/or Attachments thereto), FairCom grants to Licensee a non-exclusive, limited license to Deploy the FairCom Technology specified in Exhibit A, only for the purposes specified hereinafter in Subsections 2.1(a) through 2.1(f):

a) **Client-Side Technology Deployment**

- (i) To Deploy Application(s) using Client-Side Technology, but only to be used with a c-tree Server Technology binary executable file licensed pursuant to Subsection 2.1(b); and

b) **c-tree Server Technology Deployment**

- (i) To incorporate the c-tree Server Technology into the Application to function as the database server for such Application(s); and
- (ii) To prepare, manufacture, use, reproduce, or otherwise transfer copies of any Application(s) into which c-tree Server Technology has been incorporated or Deployed in conjunction therewith; and
- (iii) To duplicate c-tree Server Technology binary executable files onto Application Deployment media (e.g., Compact Disc, on-line download, etc.) and include a single master License Authorization File provided by FairCom which will support any number of CPUs and up to the maximum number of connections supported by the c-tree Server Technology; and
- (iv) To Deploy the c-treeACE Driver Technology on any number of client computers so long as they are used exclusively to access the data files under the control of a c-tree Server licensed hereunder; and

c) Stand-Alone Technology Deployment

- (i) To Deploy Application(s) using Stand-Alone Technology, provided Licensee compensates FairCom according to all of the terms found in Exhibit A; and

d) Redundancy Version Deployment

Licensee may Deploy Redundancy Versions of the c-tree Server Technology if all of the following additional conditions and limitations set forth in this Section 2.1(d) herein are met:

- (i) When used with live, production data, the Redundancy Version may only serve as a fail-over backup and may not be used as a primary data source for the Application except if a fail-over event has occurred; and
- (ii) Except during a recovery period or when used for training or testing, a Production Version and a Redundancy Version should never be actively serving the Application simultaneously; and
- (iii) The End-User must purchase a Production Version of the c-tree Server Technology for each Redundancy Version installed; and
- (iv) If Licensee charges a fee for a redundant deployment of Licensee's Application, FairCom shall be compensated for the Redundancy Version Deployment according to the terms set forth in Section 1(h) (c-tree Server Technology Redundancy Version Deployment Fee) of Exhibit A; otherwise the Redundancy Version of the c-tree Server Technology shall be free of charge; and
- (v) The Redundancy Version of the c-tree Server Technology Deployed under the provisions of this Section is accompanied by the Application, and may never be Deployed alone; and
- (vi) Licensee and FairCom shall use reasonable technical efforts to ensure the Redundancy Versions are not abused by End-Users; and
- (vii) The Redundancy Version Deployed under the provisions of this Section can only be accessed by Licensee's Application.

e) FairCom Technology Documentation Use

- (i) Upon obtaining approval in writing from FairCom, prior to any Deployment or other use of FairCom Technology, Licensee may Deploy, reproduce, edit, translate and/or modify portions of the FairCom Technology documentation and Licensee may incorporate FairCom Technology

documentation into written materials produced by Licensee. Licensee may use such documentation to assist in customer support, marketing and Deployment efforts only for the Application(s); and

- f) **FairCom Evaluation Technology.** To Deploy, at no cost to Licensee, evaluation versions of the Application(s) that incorporate FairCom Evaluation Technology or are Deployed in conjunction with FairCom Evaluation Technology, but only if
- (i) The only c-tree Server Technology Deployed is FairCom Evaluation Technology obtained directly from FairCom and use of which by Licensee or End-Users is limited through some form of technology, e.g., a time-limit on activation imposed by FairCom; and
 - (ii) The only Stand-Alone technology deployed is FairCom Evaluation Technology which will be crippled through some form of technology limit or time-limit imposed by Licensee; and
 - (iii) The FairCom Evaluation Technology and the Application which it is Deployed in conjunction with or which is incorporated into it do not comprise a fully-functioning version of or permanent license for such Application; and
 - (iv) Deployment or use of the evaluation Application incorporating FairCom Evaluation Technology or that it is Deployed in conjunction with is without payment by anyone to Licensee and is for the sole purpose of developing, maintaining or promoting sales of the Application combined with FairCom Technology; and
 - (v) The deployment of the Application including the FairCom Evaluation Technology is never done to minimize or compromise any revenue opportunity for FairCom and is never done to stimulate other sales of alternative products, goods, or services (e.g., as a "loss leader") in which FairCom does not share in potential compensation; and
 - (vi) Licensee does not suppress any FairCom Evaluation Technology notifications (e.g., pop-up screen or console banner) that may be displayed any time that the FairCom Evaluation Technology is invoked indicating this evaluation technology is for testing and evaluation purposes only; and
 - (vii) The FairCom Evaluation Technology is incorporated into an Application, and may never be Deployed either alone or without Licensee's Application; and
 - (viii) The FairCom Evaluation Technology Deployed under the provisions of this Section conforms to the Licensee's policies of time limits and return the Application; and
 - (ix) Licensee will provide a report of all FairCom Evaluation Technology Deployed by Licensee per Section 3.6 and as required in Section 2 (Reporting) of Exhibit A.

- 2.2 **Grant of Development License.** Subject to the terms and conditions set forth in this Agreement including, without limitation, the compensation requirements set forth in Exhibit A, FairCom grants to Licensee and Licensee accepts the right for Fifty (50) of Licensee's programmers to develop Applications at any given point in time using c-treeACE Professional pursuant to the terms of the c-treeACE Professional Development License ("Development Agreement") attached hereto as Exhibit C, including the right for said Licensee programmers to use the Development Servers included with c-treeACE Professional. During the term of this Agreement, FairCom will provide Licensee with Updates to c-treeACE Professional that FairCom provides to other licensees enrolled in the FairCom development software maintenance program.

2.3 **Technical Support.** FairCom shall provide Licensee with Support services during the term of this Agreement provided that Licensee is current with the Support and Software Update Compensation set forth in Section 1(g) ("Support and Software Update Compensation") of Exhibit A. The Support services to be provided are:

- a) Telephone helpdesk support services during FairCom's regular business hours and via the contact information set forth on FairCom's company website; and
- b) Reasonable efforts to correct any substantial variances between the operation of FairCom's then current, non-modified version of the c-treeACE Software and its accompanying documentation. FairCom shall make available to Licensee any corrections by delivering one copy of the corrected technology in the form of a c-treeACE Software Update. Licensee shall bear all responsibilities, including distribution costs subject to the terms, limitations and conditions herein, including the Agreements; and
- c) Licensee shall provide the names and contact information for the designated Programmers who shall receive Support services as set forth herein. Licensee hereby agrees FairCom shall not be responsible for providing support to application end-users.

3. **Licensee Obligations.** Licensee shall have the following obligations under this Agreement:

- 3.1 **Purchase.** Licensee will compensate FairCom for Deployments of c-tree Server Technology licenses according to the terms of Exhibit A.
- 3.2 **Deployment.** Licensee will not at any time Deploy, disclose, reproduce, display, or in any other manner transfer the FairCom Technology or the c-treeACE Software in linkable object or source code format.
- 3.3 **Support.** FairCom shall have no obligation under the Agreement to provide support for Licensee Applications or to provide support directly to Licensee's End-Users.
- 3.4 **Enhancements.** FairCom shall have no obligation under the Agreement to develop enhancements or modifications to the FairCom Technology or c-treeACE Software for the purpose of enabling the FairCom Technology or c-treeACE Software to operate with the Application. In the event FairCom intends to stop supporting or selling the FairCom Technology, FairCom will provide notice to Licensee one (1) year prior to such change.
- 3.5 **Reverse Engineer.** Licensee will never disassemble, de-compile, or reverse engineer the FairCom Technology or the c-treeACE Software, or translate the FairCom Technology or the c-treeACE Software to another computer language.
- 3.6 **Report/Audit.** Licensee will report to FairCom as required in Section 2 (Reporting) of Exhibit A. Upon request by FairCom, Licensee will: 1) provide a letter of audit compliance (in a form to be provided by FairCom) signed by a Licensee officer, or a partner or owner if not a corporation, certifying Licensee compliance with the terms, conditions and limitations of this Agreement; and 2) upon fifteen (15) days advance written request, permit an audit conducted by a certified public accountant of FairCom's choosing, of any of Licensee's records that are related to sales of the Application. Such audit shall be conducted only during normal business hours and subject to reasonable Licensee security provisions, and shall not be unduly disruptive of Licensee's business. Unless it is determined by the audit that Licensee underpaid FairCom by ten percent (10%) or more, FairCom shall pay the full cost of such audit and Licensee will pay the arrearage so identified. If Licensee has underpaid FairCom by ten percent (10%) or more, Licensee will pay the full cost of the audit in addition to the arrearage so identified.
- 3.7 **Expenses.** Licensee will pay all costs, including, without limitation, all overhead costs necessary to market, Deploy, support and maintain the FairCom Technology licensed to End-Users. FairCom shall not be responsible for such expenses in any manner.

- 3.8 **c-tree Server Technology Updates.** Licensee may provide c-tree Server Technology Update releases only to End-Users already in possession of a valid c-tree Server Technology license originally obtained from Licensee, provided that End-User is actively compensating Licensee for software maintenance of which FairCom shares in such compensation as defined in in Section 1(c) of Exhibit A.
- 3.9 **Compensation.** Exhibit A of this Agreement contains all requirements Licensee must adhere to in compensating FairCom. If Licensee is notified in writing that it is more than thirty (30) days late on payment of any compensation due FairCom and if, within fourteen (14) additional days from the due date (a maximum of forty-four [44] days), Licensee does not either obtain FairCom's agreement that such compensation is not overdue or not due at all, or pay such overdue compensation in full, FairCom may assess and Licensee agrees to pay, interest on the outstanding balance at the rate of one percent (1%) per month, or the maximum permitted by law, for each and every month the amount due remains unpaid. If, after fourteen (14) days from the date of written notice from FairCom of a past due payment, Licensee is not paid up and current on all fees then due and owing, including any interest accrued on such fees, FairCom may terminate this Agreement by providing written notice to Licensee. Such termination shall be effective as of the date of such notice. However, if there is a good faith dispute regarding the past-due amount, FairCom shall not terminate the Agreement unless and until such dispute has been resolved in FairCom's favor and Licensee fails to pay the amount owing within fourteen (14) days of such resolution. Licensee shall pay all of FairCom's costs incurred in collecting any past due amounts owing from Licensee, including, but not limited to, reasonable collection and attorney's fees.
- 3.10 **Application Access.** Upon receipt of FairCom's written request and FairCom's acceptance of the appropriate End-User Application license(s), Licensee shall provide FairCom with a single, not-for-resale, version of any Application with which FairCom Technology will be used, for FairCom's internal use only, and only for the purposes of development of interoperable versions of the FairCom Technology, support, testing, and evaluation. In the event FairCom chooses not to accept Licensee's Application license, then Licensee's obligation set forth in this Subsection shall be waived by FairCom.
- 3.11 **Application License Requirements.** The terms and conditions set forth in Exhibit B shall be incorporated into Licensee's End-User Application License. Licensee shall assure Licensee's End-Users are bound by the terms and conditions of such End-User Application License through execution of a written Application License, some form of action such as breaking the seal on a Compact Disc, or some other method of End-User acceptance of a license agreement approved by FairCom.
- 3.12 **Application Restrictions.** Licensee shall adhere to the restrictions that may be developed with and for use with the FairCom Technology and the c-treeACE Software, including but not limited to Section 2 (Software Restrictions) of the Development Agreement found in Exhibit C.
- 3.13 **Cloud Usage.** Licensee hereby agrees the Application is and will not be rented, leased or shared, including Deployment or use through an Application Services Provider (ASP), Software as a Service (SaaS), or cloud-based model, without first securing additional licensing rights from FairCom. Licensee may, however, host the Application for a given End-User provided that the fundamental business model does not change in that: (1) each End-User continues to have its own, exclusive access to a c-tree Server Technology installation; and (2) Licensee continues to receive compensation in the form of an initial up-front license fee and recurring annual maintenance.
- 3.14 **Licensee Copyright.** The media containing the Application shall display Licensee's copyright notice.
- 3.15 **FairCom Copyright.** Licensee shall display the FairCom circular disk logo (found on FairCom's web page) displayed below, or the following copyright and trademark notice:



Portions copyright 1992-20XX FairCom Corporation. "FairCom" and "c-treeACE" are trademarks of FairCom Corporation and are registered in the United States and other countries. All Rights Reserved;

where "XX" is the current year, on one (1) of the following locations:

- a) the title page or page of any printed or electronic documentation which contains other product copyright notices; or
- b) on the application start-up screen; or
- c) in the application About Box; or
- d) on the media containing the Application using the c-treeACE Software.

3.16 **Proprietary Information.** The c-treeACE Software and FairCom Technology is and will remain the confidential property of FairCom. It is protected by United States copyright laws and international treaty provisions. The c-treeACE Software and FairCom Technology contain certain Proprietary Information as defined in Subsection 1.17 in this Agreement, which is solely the property of FairCom. Neither party shall remove any proprietary notices contained in the c-treeACE Software, FairCom Technology, or other Proprietary Information of the other party, and shall not deploy, distribute, disclose to any third-party, copy or make summaries of the Proprietary Information or utilize said Proprietary Information for any purpose, except as specifically and expressly authorized herein. The receiving party may disclose Proprietary Information only to its employees who need to know such information, and who are bound to keep such information confidential. The receiving party shall give the disclosing party's Proprietary Information at least the same level of protection as it gives its own confidential information of similar nature, but not less than a reasonable level of protection.

3.17 **FairCom Technology Abuse.** Licensee will use commercially reasonable, good faith efforts to assure the c-tree Server Technology is not stolen, misused or otherwise abused by End-Users.

4. Warranties of FairCom; Limitation of Damages; Indemnification.

4.1 FairCom warrants to Licensee as follows:

- a) that it has full power and authority to grant Licensee the rights and licenses granted in this Agreement and that the FairCom Technology is free of any adverse claims, judgments or restrictions (except as set forth herein);
- b) that FairCom and its employees and agents will comply, and will ensure that the FairCom Technology complies, with all applicable laws and regulations in connection with this Agreement, and that all services provided by FairCom under this Agreement will be performed by qualified personnel in a professional and workmanlike manner;
- c) that the media on which copies of the FairCom Technology are delivered will be free from defects in materials and workmanship for a period of ninety (90) days after delivery;
- d) that the FairCom Technology will operate in accordance with and substantially conform to the documentation, manuals, and any specifications provided or agreed to by FairCom, and that the documentation for the FairCom Technology is accurate in all material respects;
- e) that the FairCom Technology and Licensee's exercise of the licenses granted herein do not and will not infringe or misappropriate any intellectual property right of any third party, and FairCom has not received any notice or claim to the contrary; and
- f) that the FairCom Technology shall not contain any virus, worm, trap door, back door, timer, clock or other computer software code or routines or hardware components designed to disable, damage or impair the operation of the FairCom Technology or the user's system or the information or data accessed or manipulated by the FairCom Technology.

- 4.2 **Limitation of Warranties.** EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ITS SOFTWARE OR PRODUCTS, INCLUDING WITHOUT LIMITATION AS TO THEIR MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE OR INTENDED USE.
- 4.3 **Limitation of Damages.** Each party's cumulative and total liability to the other party or any third party for any claim, demand or action arising from or related to this Agreement or Licensee's use of the c-treeACE Software (whether in contract, warranty, tort (including negligence), product liability, or any other theory whatsoever, except as provided below), including any damages from computer viruses or data loss, shall not exceed One Million US Dollars (\$US 1,000,000) ("Liability Cap"). In no event shall either party be liable for any indirect, incidental, consequential or special damages, exemplary damages, lost profits, or data loss even if such party is advised of the possibility of such damages in advance and notwithstanding the failure of the essential purpose of any remedy and such limitation on damages is expressly independent of the limited remedies herein. The foregoing limitations of liability shall not apply to infringement indemnification obligations under Section 4.4, breach of confidentiality obligations, breach of a party's intellectual property rights, or willful misconduct by a party or its agents or employees, or collection of amounts due to FairCom by Licensee under this Agreement.
- 4.4 **Indemnification.** FairCom will indemnify and defend Licensee against any claim that the FairCom Technology infringes any third party patent, copyright or other intellectual property rights. FairCom will, at its own expense, defend any such claim, suit or legal proceeding brought against Licensee arising from the use of the FairCom Technology as provided by FairCom, and shall pay any settlement amounts or damages awarded in connection with any such claim.

Licensee shall indemnify and defend FairCom against any third party claim that the Application infringes any third party patent, copyright or other intellectual property rights. Licensee shall, at its own expense, defend any such claim, suit or legal proceeding in which FairCom is named as a defendant, and shall pay any settlement amounts or damages awarded in connection with any such claim.

The party seeking indemnification hereunder ("Indemnitee") shall give the other party ("Indemnitor") immediate written notice of any such claim and shall, at Indemnitor's expense, give Indemnitor information, reasonable assistance and necessary authority to defend or settle the claim. As used herein, the term "immediate written notice of any such claim" shall mean written notice to Indemnitor within fifteen (15) days of Indemnitee's first notice of any such third party intellectual property infringement claim. Under no circumstances shall Indemnitor be responsible for payment of any legal fees incurred by Indemnitee as a result of any such claim, provided that Indemnitor fulfills its indemnification obligations with reasonably qualified legal counsel.

In the event of such a claim against the FairCom Technology, FairCom will have the right, at its sole option, either to obtain for Licensee the right to continue using the FairCom Technology, substitute other technology with equivalent functional capabilities or modify the licensed FairCom Technology so that it no longer infringes on any third party intellectual property right, while retaining equivalent functions. FairCom agrees to use commercially reasonable efforts to resolve the issue through one of the foregoing options. In the event such options are not commercially reasonable or if a court of competent jurisdiction enjoins the use of the FairCom Technology, Licensee's sole remedy shall be to terminate this Agreement and return any copies of the FairCom Technology in its possession or control, and FairCom will return a pro rata share of any amounts paid by Licensee under the Agreement (based upon a five (5) year useful life of said technology). FairCom shall have no duty or liability to defend or indemnify Licensee for any claim of infringement of a third party intellectual property right if Licensee (1) fails to give FairCom written notice of any such claim in the manner described above, if the delay in notifying FairCom materially adversely affected FairCom's ability to defend against the claim, or (2) uses the FairCom Technology with any software not provided or approved by FairCom if such infringement could have been avoided by not using the FairCom Technology, or (3) modifies the FairCom Technology and such infringement could have been

avoided by not modifying the FairCom Technology, unless such modification was made pursuant to FairCom's direction.

5. Term and Termination.

- 5.1 **Term.** The initial Contract Term of this Agreement shall be January 1st, 2014 through December 31st, 2014. Thereafter, this Agreement shall automatically renew for successive one (1) year Contract Terms.
- 5.2 **Termination.** Either party may terminate this Agreement for any reason upon providing the other party with ninety (90) days written notice. The termination of this Agreement will not affect the ability of Licensee's End-Users to continue using Licensee Applications that are Deployed by Licensee prior to the termination of this Agreement containing or Deployed in conjunction with FairCom Technology.
- 5.3 **Effect of Termination.** Upon any termination, Licensee shall immediately stop Deploying the Application including any Updates, except as provided in Subsections 5.3(a) and (b) below, and except that for up to an additional twelve (12) months beyond the date of termination, Licensee is authorized under Section 2 hereof to reproduce and distribute the FairCom Technology to the extent necessary to fulfill any orders for End-Users accepted or to fulfill commitments made in binding proposals submitted by Licensee prior to the effective date of termination. Licensee and its distribution channel shall immediately cease representing themselves as resellers or distributors of the FairCom Technology.
- a) Any distributions made and sublicenses granted to End-Users will survive any termination of the Agreement.
 - b) Licensee shall continue to be authorized to reproduce and distribute Documentation to End-Users with licenses and, solely for the purpose of providing maintenance and support to existing End-Users who hold a valid sublicense to the FairCom Technology in connection with their licensing of the Application.
 - c) Solely for the purpose of providing maintenance and support to existing End-Users, Licensee is entitled to keep a reasonable number of copies of the FairCom Technology and its Documentation and to continue internal testing of the Application with the FairCom Technology.
 - d) Licensee will continue to report and pay FairCom its share of maintenance compensation, as defined in Exhibit A, for all End-Users who continue to use the FairCom Technology.
 - e) All amounts due FairCom that are not the subject of a good faith dispute shall be immediately due to FairCom and payable net forty-five (45) days from the effective date of termination.
6. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, consent shall not be required in the case of a transfer of this Agreement as part of the transfer or sale of all of Licensee's assets, or stock, in which case consent shall not be required provided: (i) FairCom is given thirty (30) days prior written notice of transfer; and (ii) FairCom, in its sole discretion, does not perceive Licensee's assignee to be a direct competitor to the FairCom Technology and does not reasonably object to said Assignment within five (5) business days of being notified of Licensee's intent to Assign. In the event of an assignment of this Agreement by Licensee under this Section 6, Licensee shall pay the sum of One Hundred US Dollars (US\$100) to FairCom and an authorized representative of Licensee's assignee shall be required to execute an agreement to assume all obligations hereunder, which document FairCom shall provide to Licensee within a reasonable time of Licensee's request therefor.

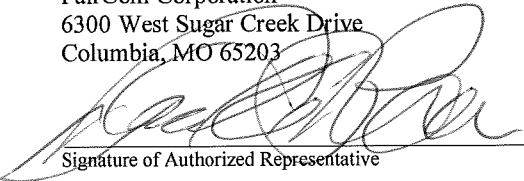
7. **Export Restrictions.** Licensee may not export or re-export the c-treeACE Software, FairCom Technology or any Application or file created with the c-treeACE Software or FairCom Technology except as authorized by United States law and the laws of the jurisdiction in which the c-treeACE Software or FairCom Technology was obtained. In particular, but without limitation, the c-treeACE Software, FairCom Technology or any Application or file created with the c-treeACE Software may not be exported or re-exported into any country embargoed by the United States or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. Pursuant to Article 6 of the United Nations Convention on Contracts for the International Sale of Goods (UN Convention), the parties agree that the UN Convention shall not apply to this Agreement.
8. **Equitable Relief.** Any unauthorized disclosure of the other party's Proprietary Information to a third-party shall constitute a material breach of this Agreement and the party making such unauthorized disclosure may be liable to the originating party for all damages of whatever nature that result from such disclosure. Such damages shall also be considered to be irreparable and continuing, with no adequate remedy at law and the originating party shall also be entitled to injunctive and such other judicial relief as may be deemed proper by a court of competent jurisdiction.
9. **Governing Law; Choice of Forum.** This Agreement shall be construed in accordance with the laws of the State of Delaware.
10. **Marketing Release.** Each party shall have the right to use the other party's name and logo as a customer and to generally describe the Application and FairCom Technology and Licensee's use of FairCom technology in such party's marketing program.
11. **Price Terms; Confidentiality.** The price terms of this Agreement are confidential, and no press release or other written or oral disclosure regarding the price terms of this Agreement shall be made by Licensee without FairCom's prior written approval; provided, however, that approval for such disclosure shall be duly given to the extent required to comply with governmental regulations or a final court order issued by a court of competent jurisdiction.
12. **Partnership Disclaimer.** Neither FairCom nor Licensee have any authority to act on behalf of, or to enter into any contract or to incur any liability on behalf of the other, nor shall this Agreement be construed as a partnership, joint venture or employment relationship. FairCom and Licensee are each solely responsible for all of their own respective taxes of whatever nature, withholdings and other statutory tax obligations.
13. **Severability.** Should a court of competent jurisdiction finally adjudicate any provision of this Agreement to be invalid, void or unenforceable, such final judgment shall not affect the validity of any other section, term, condition or limitation contained in this Agreement.
14. **Waiver.** No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or right herein will operate as a waiver thereof, nor will any single or partial exercise of any privilege, any power or right herein preclude further exercise of any privilege, any power or right herein.
15. **Entire Agreement.** This Agreement and all Exhibits and Attachments (Exhibit A, Exhibit B and Exhibit C) referenced therein constitute the entire understanding between the parties with respect to the subject matter hereof and supersede any and all prior or contemporaneous oral or written agreements, understandings, representations or communications between the parties.
16. **Attorney Fees.** Except as provided in Section 4.4 ("Indemnification"), the prevailing party shall be entitled to recover its reasonable attorney fees and costs (including fees and costs of appeal) incurred in connection with any action or proceeding between FairCom and Licensee arising out of or related to this Agreement, in addition to any other relief granted.

17. **Survival of Obligations.** Licensee's obligations and responsibilities in Sections 1 (Definitions), Section 3.5 (Reverse Engineer), Section 3.12 (Application Restrictions), Section 4 (Warranties of FairCom; Limitation of Damages; Indemnification), and Section 5 (Term and Termination) shall survive the termination for any reason.

IN WITNESS WHEREOF, the parties' authorized representatives hereto have signed this Agreement the day and year first written below.

For FairCom Corporation:

FairCom Corporation
6300 West Sugar Creek Drive
Columbia, MO 65203



Signature of Authorized Representative

Raymond A. Brown / President and CEO

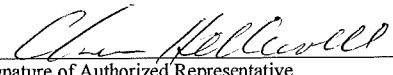
Printed Name/Title of Authorized Representative

3/13/2014

Date of Execution

For Licensee:

Spillman Technologies, Inc.
4625 West Lake Park Blvd.
Salt Lake City, UT 84120



Signature of Authorized Representative

Chris Hellewell

Printed Name/Title of Authorized Representative

3-17-14

Date of Execution

Exhibit A –FairCom Technology Deployment and Compensation Requirements

1. **Compensation.** The compensation model defined herein is based on FairCom receiving a percentage of Licensee's Gross Maintenance Revenues related to the Application. For the rights granted in the Agreement, Licensee shall abide by the following:

- a. **Initial License Procurement.** For each new installation of the Application, Licensee will request a License Authorization File at the beginning of the Application implementation process (the "Implementation Start Date"). At the time of the request, Licensee will provide FairCom with the date the End-User will begin production using the License Authorization File (the "Go Live Date") and the maintenance amount the End-User will be required to pay Licensee beginning one (1) year after the Go Live Date and annually thereafter (the "Maintenance Value").
- b. **License Fee for New Sales.** Within thirty (30) days of the end of each quarter (e.g., January 30, April 30, July 30, and October 30) beginning April 30, 2014, Licensee shall pay FairCom a license fee equal to the total Maintenance Value from new sales of the Application in the calendar quarter (based on the Implementation Start Date) multiplied by Twenty-Eight Point Two Percent (28.2%). For example, if the total Maintenance Value from new sales of the Application during a given calendar quarter is equal to \$500,000 then the amount payable to FairCom would be \$141,000.00 calculated as $(500,000 * .282)$. Said payment shall be accompanied by the report described in Section 2 (Reporting) of this Exhibit A.
- c. **Maintenance Fee.** Within thirty (30) days of the end of each quarter (e.g., January 30, April 30, July 30, and October 30) beginning April 30, 2014, Licensee shall pay FairCom Six and Two Tenths Percent (6.2%) of its total Gross Maintenance Revenue for the Application for the calendar quarter. Said payment shall be accompanied by the report described in Section 2 (Reporting) of this Exhibit A.

As set forth in Section 5.3(d), this requirement shall survive the termination of this Agreement. In such event, Licensee will continue to pay FairCom Six and Two Tenths Percent (6.2%) of its maintenance revenue earned from End-Users who continue to use configurations of the Application still incorporating the c-tree Server Technology or Stand-Alone Technology. Said quarterly payment shall be accompanied by the report described in Section 2 (Reporting) of this Exhibit A.

- d. **c-tree Server Technology Update Fee.** The compensation terms described above include the right for Licensee to Deploy c-tree Server Technology Updates as needed to End-Users for as long as this Agreement is in effect.
- e. **Connection Count and CPU Increases.** The compensation terms described above include the right for Licensee to Deploy License Authorization Files supporting a greater number of connections and CPUs for End-Users for as long as this Agreement is in effect.
- f. **Stand-Alone Technology Distribution Fees.** The compensation terms described above include the distribution fees for Applications incorporating the Stand-Alone Technology for as long as this Agreement is in effect.
- g. **Stand-Alone to Server Migrations.** The compensation terms described above include the distribution fees for Applications incorporating the Stand-Alone Technology for as long as this Agreement is in effect.
- h. **Support and Software Update Compensation.** The compensation terms described above include the development and technical support rights for the c-treeACE Software described in the Agreement for as long as this Agreement is in effect.
- i. **c-tree Server Redundancy Version Deployment Fee.** The compensation terms described above include the right for Licensee to Deploy Redundancy Versions of the c-tree Server Technology. This does not include distribution rights to the c-treeAMS Replication Agent, which must be licensed separately.

- j. **Accounting for Bad Debt.** The Gross Maintenance Revenue used to calculate maintenance payments to FairCom in Section 1(c) (Maintenance Fee) of this Exhibit A is based on the amount invoiced to End-Users. In the event a given End-User does not pay an invoice (and would thus be no longer eligible for technical support or Application updates from Licensee), Licensee may deduct the amount paid to FairCom for that End-User's invoiced amount on the subsequent quarter's scheduled report and payment.
2. **Reporting.** Licensee shall provide a quarterly report to FairCom within thirty (30) days of the end of each quarter (e.g., January 30, April 30, July 30, and October 30) beginning with the report due for the quarter of the Effective Date specified above. Such report shall list:
- For new Application sales during the quarter, the End-User agency name/code, number of connections configured, number of CPUs in the host machine, operating system, date installed, Maintenance Value, and the new license fee payable to FairCom; and
 - the total license fee due FairCom for new license sales; and
 - For Application maintenance during the quarter, the End-User agency name/code, number of connections configured, number of CPUs in the host machine, operating system, renewal date, maintenance compensation paid to Licensee, and the maintenance fee payable to FairCom; and
 - The number of Applications Deployed during the quarter incorporating FairCom Evaluation Technology; and
 - the total license fee due FairCom for maintenance; and
 - the total compensation due FairCom for the quarter.

Furthermore, said report shall be delivered even if no sales activity occurred during the reporting period and shall be certified to be accurate by an authorized official of Licensee.

3. **Business Model.** The compensation model defined herein is based in part on the following premises:
- Licensee sells Application licenses and Application Annual Maintenance to End-Users with the intent of making a profit from software sales; and
 - The Application will not be sold as a loss leader to promote sales of other products; and
 - The Application maintenance fee is a vital component of Spillman's compensation (and thus FairCom's compensation) and will never be less than Ten Percent (10%) of the license price of the Application; and
 - Each new sale of the Application is assessed a maintenance fee at the time the initial license is purchased, and said maintenance fee will be the basis for FairCom's compensation and shall never be less than the percentage specified in the previous paragraph.
 - As of the Effective Date of this Agreement, all of Licensees' existing End-Users pay Application Annual Maintenance and all future End-Users will pay Application Annual Maintenance.
 - Licensee shall not tier or modularize the Application's product offering into a component form which could in any way reduce the maintenance applicable to FairCom.
 - The compensation model defined herein pays FairCom based on a percentage of Gross Maintenance Revenue which would typically require price definitions, minimum price thresholds, or other terms to protect FairCom's interests. In lieu of such restrictions, yet in order to give FairCom an adequate value protection, Licensee represents that the Application is, and will continue to be, the flagship product sold by Licensee and the primary source of its revenue. Licensee's business model is to grow the overall revenue of this Application as well as the Application's Gross Maintenance Revenue. If this changes, then Licensee shall notify FairCom to renegotiate the compensation terms.

In the event Licensee contemplates a change to any of the premises set forth in this Section 3 (Business Model), Licensee must provide FairCom written notice Ninety (90) days prior to any such change, during which time the parties will pursue alternative licensing arrangements.

End of Exhibit A

Exhibit B – Application License Requirements

According to the provisions of Subsection 3.11 (Application License Requirements) of this Agreement, Licensee's Application License (or the accompanying End-User purchase agreement) shall incorporate each of the following (or substantially similar) provisions into its agreements with its End-Users and authorized distributors to protect FairCom and the FairCom Technology, from and after the date of this Agreement. FairCom agrees that Licensee may distribute the FairCom Technology to Licensee's existing customers under Licensee's current form of End-User license agreement with such customers. For purposes of this Exhibit, references in Licensee's Application License to FairCom Technology shall be either directly to the FairCom Technology by name, or indirectly by reference to "third-party software":

1. **Export.** In the event Licensee desires to begin Deployment of its Application outside of the United States, then Licensee shall ensure it complies with United States Export laws, and the End-User license agreement shall contain language similar to the restrictions contained within Section 7 (Export Restrictions) of this Agreement.
2. **Warranty.** Licensee will include the following language in its End-User license agreement:

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

3. **Liability.** Licensee will include the following language in its End-User license agreement:

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

IN NO EVENT SHALL SPILLMAN AND ITS LICENSORS BE LIABLE FOR ANY LOSS OF PROFITS; ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST CUSTOMER BY THIRD PARTIES, EVEN IF SPILLMAN OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. This limitation upon damages and claims is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective."

FairCom acknowledges that limitations of liability clauses are frequently negotiated by Licensee's end users and that Licensee may in its reasonable discretion agree to different liability caps, exceptions to the limitations set forth above, or other modifications to the foregoing terms, provided that Licensee uses reasonable, good faith efforts to minimize the changes to these terms.

End of Exhibit B

Exhibit C – c-treeACE License Agreement

The following three (3) pages, attached hereto and made a part hereof, comprise c-treeACE Professional Development License Agreement identified by serial number 215173 and referred to in this Agreement as the “Development Agreement”.



FairCom®
c-treeACE®

LICENSE SPECIFIC TO

c-treeACE Professional V10

Professional V10 Development License Agreement

CAREFULLY READ THE TERMS OF THIS LICENSE AGREEMENT ("Agreement") BEFORE INSTALLING, DOWNLOADING, ACCESSING, OR USING THE SOFTWARE. This Agreement sets forth the terms that govern development use of this software, which includes all source code, object code, binary executable files, documentation, sample/utility programs and media that may accompany the software, all collectively referred to herein as "Software."

This Agreement does NOT in any way address the terms under which Licensee may deploy the applications created with the Software. Deployment is only authorized under the terms of a separate, signed c-treeACE® deployment amendment.

Installing, downloading, accessing, or using the Software in any way shall be your affirmative act of acceptance of all the terms of this Agreement. IF YOU DO NOT AGREE WITH ANY PROVISION OF THIS AGREEMENT, DO NOT INSTALL, DOWNLOAD, ACCESS OR USE THE SOFTWARE. Contact FairCom if you have questions or concerns about this Agreement.

Once affirmatively accepted by you in the manner described above, this shall be a legally binding and enforceable Agreement between the FairCom Corporation ("FairCom") and you (hereinafter referred to as "Licensee"). Licensee is and refers herein to you personally if you are acting on your own behalf, or is and refers herein to any entity that is the organization, corporation, or other party on whose behalf you are acting.

Definitions:

The following definitions apply throughout this Agreement:

- A. "Application" shall mean any value-added, derivative work created by Licensee using the Software.
- B. "c-treeACE API" shall mean Application Programmer Interface portion of the Software, which are the functions, classes and other programmatic methods by which a Programmer uses the Software to create an Application.
- C. "c-treeACE Server" shall mean all editions of FairCom's c-treeACE database server included in the Software that are licensed to Licensee herein for development purposes only.
- D. "Programmer" shall mean any person who is linking or may link with any object library portion of the Software or who is writing or may write software that utilizes, either directly or indirectly, any Software functionality. A direct utilization includes but is not limited to when the software author codes specific c-treeACE API function calls into an application. An indirect utilization includes but is not limited to when the software author codes any form of logic that utilizes any Software functionality through a custom interface. Indirect calls are typically seen when a Licensee authors a software layer on top of the c-treeACE API, providing a custom API.
- E. "Proprietary Information" means, without limitation, any and all Software source code, object code, binary executable files, data, inventions, patents, discoveries, improvements, trademarks, copyrights, trade secrets, algorithms, mathematical constraints, FairCom confidential information, know-how and ideas embodied in the Software and any and all intangible intellectual property or privileges of a nature similar to the foregoing, including, without limitation, in every case in any part of the world and whether or not registered, whether received by Licensee from FairCom or from any third party under obligation to FairCom to maintain such information as confidential or not.

License:

1. Grant of License.

Subject to all of the terms set forth herein, FairCom grants to Licensee and Licensee accepts the non-exclusive, limited, non-transferrable, non-sublicenseable, right and license for one (1) Programmer to register and use the Software to:

- develop computer software Applications using any c-treeACE API; and
- use the c-treeACE Server included with the Software for development purposes only.

2. Software License Restrictions.

2.1. The Software distributed under this Agreement is subject to limited use only and the Licensee, Programmers and any other person or entity acting or purporting to act thereunder shall not:

- a) disassemble, decompile or reverse engineer the Software or translate the Software to another computer language; or
- b) alter, obscure or otherwise modify the copyright, intellectual property, trademark, and/or statements of confidentiality embedded in the Software; or
- c) distribute or otherwise make available the Software in source, linkable object, or linkable library form; or
- d) remove or change any serial number within the Software; or
- e) modify any of the Software's communication controls ("handshake logic") or override any communication protocols within the Software that support the c-treeACE API communicating with the c-treeACE Server.

2.2. This Agreement limits the nature of Applications that can be developed with the Software. FairCom will consider relaxing these restrictions for specific implementations and we encourage you to contact FairCom to discuss licensing alternatives. However, without obtaining an additional license grant from FairCom, the nature of Applications that may be developed under this Agreement using the Software is limited as follows:

- a) unless the Application is dependent upon the c-treeACE Server, the Software shall not be used to develop an Application that acts as a server and uses any other component or configuration of the Software: (1) with or underneath a multi-threaded and/or multi-user layer supporting multiple users or processes; or (2) with an inter-process or network communication layer; and
- b) the Software shall not be used to develop an Application or an Application module that is or acts as, is a part of, or is an add-on to an operating system; a file system; a device driver; a computer language compiler or interpreter; and
- c) the Software shall not be used to develop any Application that competes with the Software or provides a generic database interface such as, for example, without limitation, ODBC, OLE DB, or JDBC that provides the functionality of a general purpose database.

3. Application Distribution.

This is an Application development license only. Licensee does not have any right hereunder to distribute, deploy or use an Application in any internal or external production setting. Deployment in any production setting is only authorized under an executed c-treeACE® deployment amendment. See FairCom's Web site for deployment licensing options.

4. Development Servers.

This Software package includes a c-treeACE Server that is to be used by one (1) Licensee Programmer for internal development purposes only. Licensee shall not use the c-treeACE Server for any purpose other than development without first obtaining an additional license from FairCom.

General Terms and Conditions:

5. Proprietary Information.

Licensee acknowledges and agrees that the Software contains information that is proprietary to and owned by FairCom. Licensee shall not delete, obscure, alter or remove any proprietary notices, nor distribute, disclose to any third party, copy or make summaries of any Proprietary Information contained in the Software, nor utilize any Proprietary Information for any purpose not specifically authorized herein.

6. Title.

The Software is licensed only, not sold, to Licensee. This license does not convey to Licensee any ownership interest whatsoever in or to the Software or any rights therein. All title and intellectual property right (including but not limited to copyright, patent, trademark, trade secret or other) in and to the Software, any accompanying documentation or written material whether in electronic or printed form, and any copies of the Software are owned by FairCom and/or its suppliers, and are protected by applicable copyright or other intellectual property laws and treaties. All such rights are and shall remain the exclusive property of FairCom and/or its suppliers. All rights not expressly granted to Licensee are reserved for FairCom.

7. Backup Copies.

Licensee is permitted to make a reasonable number of copies of the Software to be used exclusively for Licensee's backup or archival purposes.

8. Termination.

Licensee may terminate this Agreement at any time. In the event Licensee violates any term of this Agreement and Licensee fails to correct the indicated violation within fourteen (14) days of notification thereof, FairCom may, at its sole discretion, terminate this Agreement, by providing ten (10) days written notice of such termination to Licensee. Upon termination of this Agreement, by Licensee or by FairCom, Licensee's obligation to maintain the confidentiality of the Software shall remain in effect. Licensee shall immediately destroy all copies of the Software, whether retained in whole or in part; modified or not; in source, object or binary executable format. Licensee shall, upon FairCom's written request and according to the procedures for certification set forth in the "Compliance Certification and Audit" section below, certify that Licensee has complied with all the requirements of this section.

9. Assignment of License.

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10. Trademarks.

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Upon FairCom's written request, Licensee shall, within thirty (30) days of receipt of such request, provide FairCom a letter certifying that Licensee is in full compliance with the terms of this Agreement and any Amendments hereto. Said letter shall be signed by you personally if you are acting on your own behalf, or by a company officer if you are representing an entity that is an organization, corporation, or other party on whose behalf you are acting. For a period of the Term and three (3) years thereafter, Licensee shall keep accurate books, records and accounts as are reasonably necessary to verify compliance with this Agreement, and shall, upon reasonable notice, permit FairCom or its representatives to inspect all such books, records and accounts and to make extracts from such books no more than once per calendar year. Any audit conducted pursuant to this Agreement shall be performed during normal business hours, with minimal disruption, and at the auditing party's expense.

18. Severability.

Should a court of competent jurisdiction finally adjudicate any particular provision or provisions of this Agreement or any subsequent amendments thereto to be invalid, void or unenforceable, such final adjudication shall not affect the validity of any other provision set forth in this Agreement or such amendments, if any.

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REV: V10.0.0.121015

End of Exhibit C

Confidential Information

Page 20 of 20

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Licensee Initials:

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StateLink California (CLETS)

Description

This document covers the StateLink protocol interfaces and available transactions for the state of California (CLETS). The CLETS StateLink connects directly to the state, bypassing the county connection. Spillman has been granted this ability by the state.

Requirements

General

The transactions listed below encompass every type of transaction currently available through StateLink in California (CLETS). New transaction are custom work and will take time to be added.

If an agency is establishing a new connection with Spillman, the CLETS Upgrade Application packet must be submitted to and accepted by the DOJ before the StateLink installation. This process can take 3–6 months, so it is recommended that this be started early.

Hardware

Typical hardware requirements are needed for StateLink and can be found in the Spillman Hardware Recommendations document.

Software

The following list outlines the software specifications for StateLink in California (CLETS):

- StateLink Version: 2.0
- Executable: StateLinkCLETS.war
- Operating System: AIX, Linux, Windows
- Communications Protocol: CLETS
- Message Type:
- NCIC 2000 Standard: Yes
- Displays Images in Returns: No
- Voice: Yes
- Highlight: Yes
- Field Reporting Population: Yes

The following transactions are included in the California (CLETS) StateLink package:

Available Transactions			
Transaction Type	Screen Name & Description	Spillman Command Line Access	Message Keys Sent
Administrative	Administrative Message	AM	AM
	CLETS Administrative Message	CAM	CAM
	Free Form	FREE	FREE
	Query ORION File	TQ	TQ
	Hit Confirmation Request	YQ	YQ
	Hit Confirmation Request CA	YQCA	YQCA
	Hit Confirmation Response	YQ	YR
	Hot Confirmation Response CA	YRCA	YRCA
Articles	Clear Article	CA	CA
	Enter Article	EA	EA
	Locate Article	LA	LA
	Modify Article	MA	MA
	Query Article	QA	QA
	Cancel Article	XA	XA
Boats	Boat Registration Inquiry	BQ	BQ
	Clear Boat	CB	CB

Available Transactions			
Transaction Type	Screen Name & Description	Spillman Command Line Access	Message Keys Sent
	Enter Boat	EB	EB
	Locate Boat	LB	LB
	Modify Boat	MB	MB
	Query Boat	QB	QB
	Cancel Boat	XB	XB
Criminal History	CHRI Name Inquiry	IQ	IQ
	CHRI State ID Number Inquiry	FQ	FQ
	Query History Alpha	QHA	QHA
	Query History Numeric	QHN	QHN
	Online Transcript Inquiry	QHY	QHY
	III Index Inquiry	RQH	RQH
Driver License	Drive License Inquiry	DQ	DQ
	Driver License Inquiry	ID	ID
	Name Index Inquiry	IN	IN
	Driver License History	KQ	KQ
Gun	Crime Gun Entry	EG3	EG3
	Enter Gun	EG	EG
	Locate Gun	LG	LG

Available Transactions			
Transaction Type	Screen Name & Description	Spillman Command Line Access	Message Keys Sent
	Modify Gun	MG	MG
	Automated Firearms Inquiry	QGB	QGB
	Cancel Gun	XG	XG
Missing Person System	Enter Missing Person	EMP	EMP
	Missing Identifier Entry	EMID	EMID
	Enter Missing Suspect	EMS	EMS
	Enter Missing Person Vehicle	EMV	EMV
	Locate Missing Person	LMP	LMP
	Modify Missing Person	MMP	MMP
	Modify Missing Person Description	MMPD	MMPD
	Modify Missing Identifiers	MMID	MMID
	Modify Missing Suspect	MMS	MMS
	Modify Missing Suspect Description	MMSD	MMSD
	Modify Missing Vehicle	MMV	MMV
	Missing Person Query	QM	QM
	Missing Person Query	RQM	RQM
	Cancel Missing Person	XMP	XMP

Available Transactions			
Transaction Type	Screen Name & Description	Spillman Command Line Access	Message Keys Sent
	Cancel Missing Suspect	XMS	XMS
	Cancel Missing Vehicle	XMV	XMV
Protection/ Restraining Order	Enter Restraining Order	ERO	ERO
	Enter Violation Message	EVM	EVM
	Modify Violation Message	MVM	MVM
	Modify Restraining Order	MRO	MRO
	Query Restraining/ Protective Order	QRR	QRR
	Query Restrained Person Records Only	QRP	QRP
	Serve Restraining Order	SRO	SRO
	Cancel Restraining Order	XRO	XRO
Vehicles	Clear Vehicle	CV/CVA	CV/CVA
	Enter Vehicle	EV/EVF	EV/EVF
	Enter Stolen Plate	EVL/EVFL	EVL/EVFL
	Enter Stored Vehicle	EVS/EVSH/EVR	EVS/EVSH/EVR
	Vehicle Vessel Inquiry	IV	IV
	Locate Vehicle	LV	LV

Available Transactions			
Transaction Type	Screen Name & Description	Spillman Command Line Access	Message Keys Sent
	Modify Vehicle	MV	MV
	Query Vehicle	QV	QV
	Registration Inquiry	RQ	RQ
	Cancel Vehicle	XV	XV
Wanted	Clear Warrant	CW	CW
	Enter Warrant	EWR	EWR
	Query Warrant	QW	QW
	Locate Warrant	LW	LW
	Cancel Warrant	XW	XW
	Modify Warrant	MW	MW
Sex and Arson	Query Sex and Arson Registration	QSA	QSA
	Enter Sex and Arson Registration	ESA	ESA
	Update Sex and Arson Registration	USA	USA
Supervised Release File	Supervised Release Inquiry	QVC	QVC
	Enter Supervised Release	EVC	EVC
	Modify Supervised Release	MVC	MVC

Available Transactions			
Transaction Type	Screen Name & Description	Spillman Command Line Access	Message Keys Sent
	Cancel Supervised Release	XVC	XVC
Identity Theft	Identity Theft Entry	EID	EID
	Identity Theft Inquiry	QID	QID
Super Queries	CU01-IN/QVC Inquiries		
	CU02-IN/QHA/QVC Inquires		
	CU03-IN/QHA/QVC Inquires		
	CU04-IV/QV Inquiry by VIN		
	GPW-AFS/APS/WPS/ROS/PAR Super		QG, QA, QW, QRR, QVC
	PW-APS/WPS/ROS/PAR Super		QA, QW, QRR, QVC
	GP-AFS/APS Super		QG, QA
	GW-AFS/WPS/ROS/PAR Super		QG, QW, QRR, QVC

Documentation

StateLink Manual 2.0

Training

Training is covered under the normal training for an agency.

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Exhibit 8

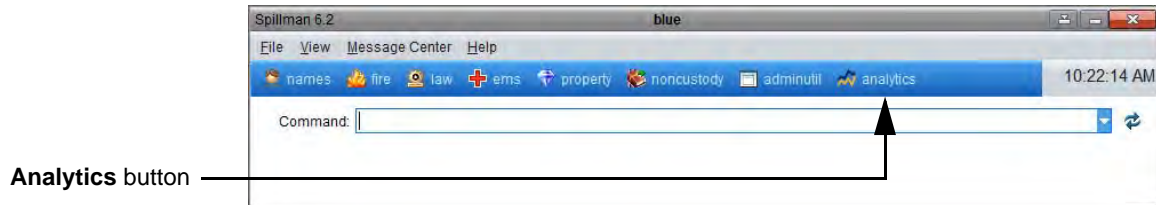
Sample User Documentation

Using SpillmanAnalytics

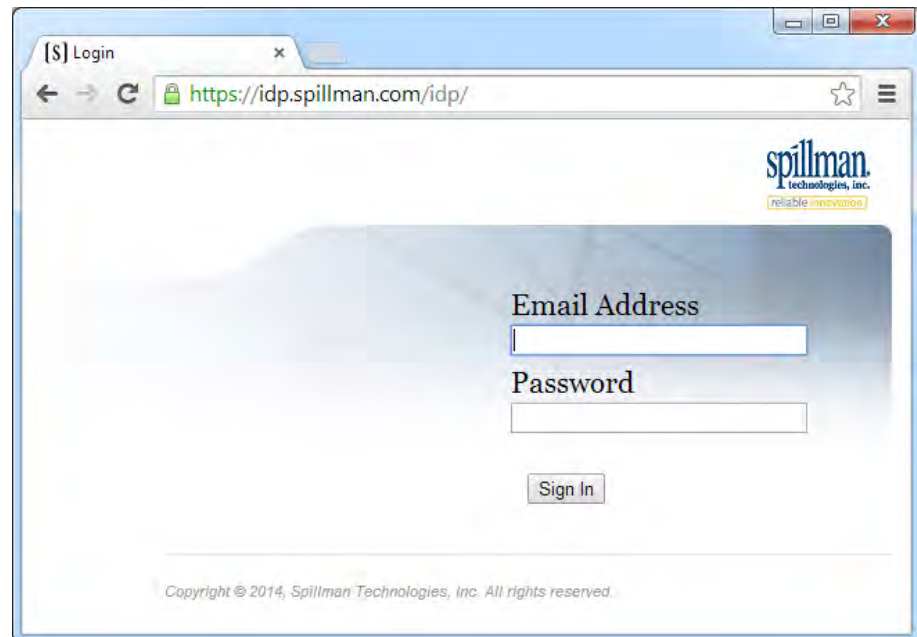
To open the SpillmanAnalytics application:

1. Do one of the following:

- At the Spillman command line, enter **analytics**, or from the menu bar, click the **Analytics** button.



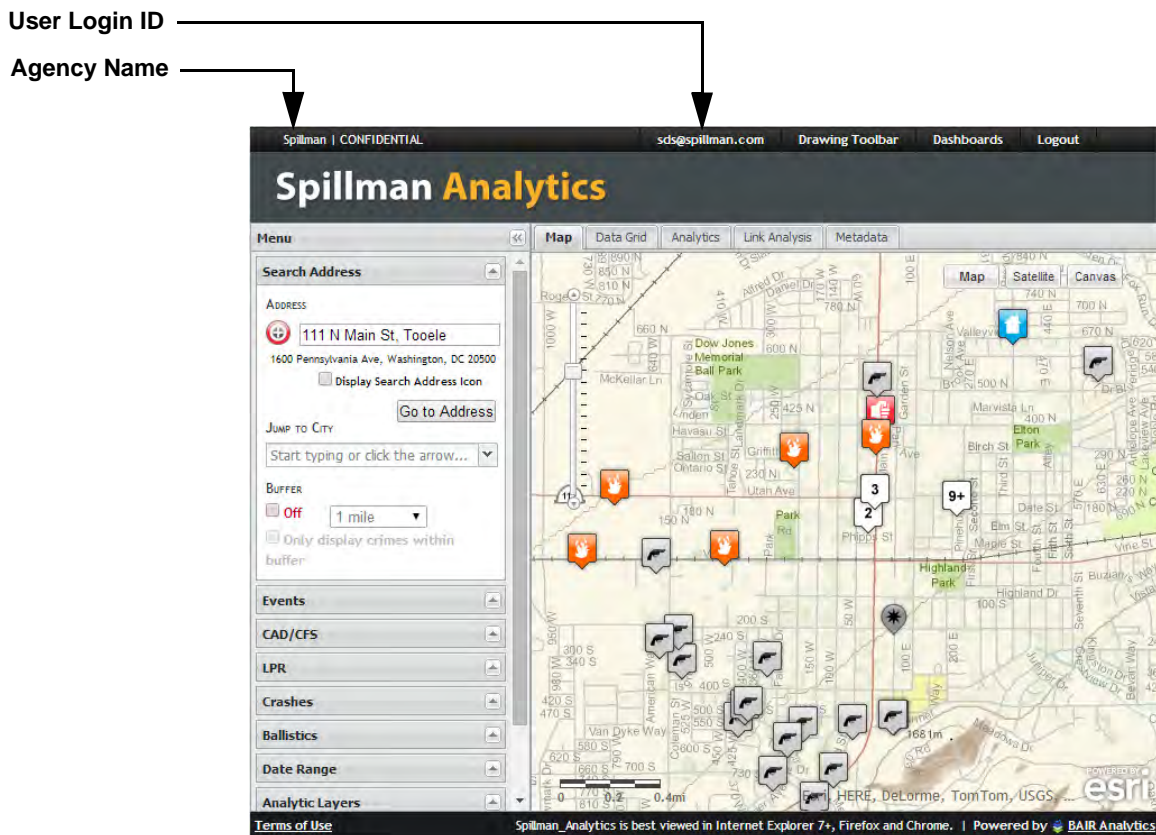
- In Mobile, from the Mobile menu bar, click the **Analytics** button.
- Open SpillmanAnalytics remotely by logging in to the Identity Provider Server at <https://idp.spillman.com/analytics/>. For best results, use Internet Explorer 10 or above, Firefox, or Chrome. The Spillman software does not need to be installed to use this method.



NOTE

Your SAA must have the Single Sign On (SSO) application deployed and running to enable the **Analytics** button in Spillman and Mobile, and to allow the SpillmanAnalytics application to be opened remotely. User email addresses must also be configured in the Spillman `apnames` table prior to deploying the SSO. For more information, see [“Using the Single Sign On Web Application”](#) on page 17.

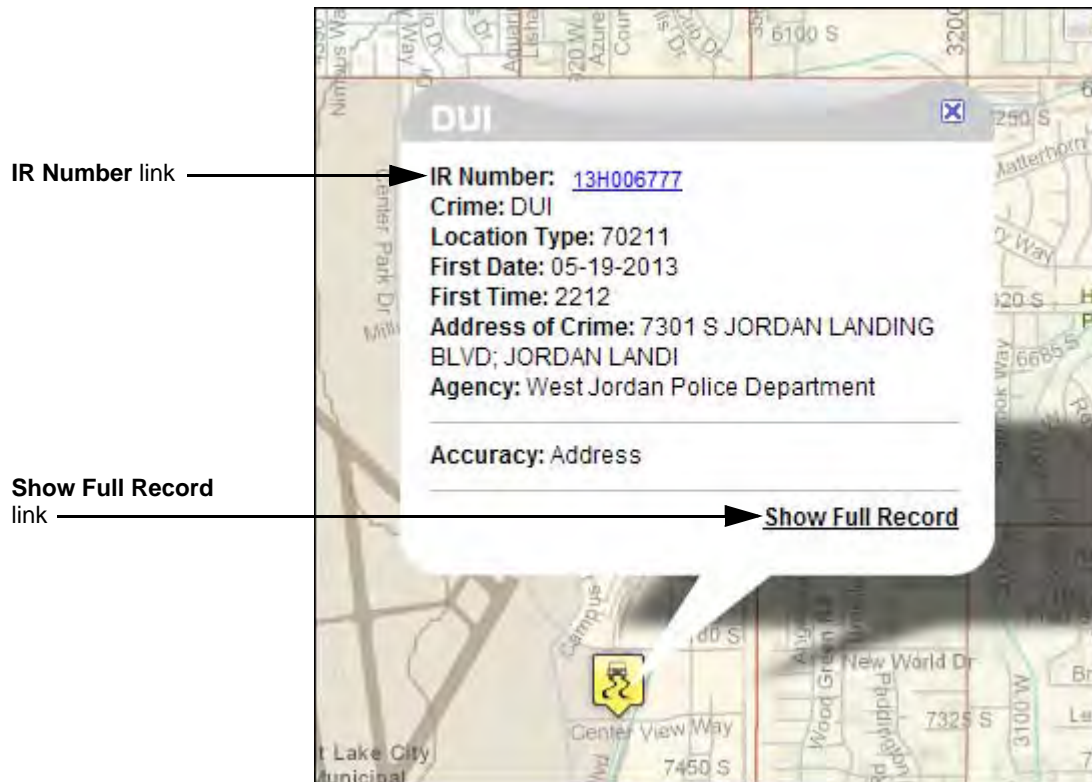
The Spillman Analytics screen opens in a new web browser.



In the upper left corner of the screen, your agency's name displays followed by a pipe (|) and the word CONFIDENTIAL.

In the upper right corner of the screen, your user login ID (email address) displays. User login IDs are display-only, and may be modified only by the SAA.

2. To open a Spillman incident or Computer-Aided Dispatch (CAD) call from the map, click the incident icon, and then click the **Show Full Record** link.



The full incident record opens from the BAIR server. To open the record from Spillman, click the **IR Number** link.

NOTE

The **IR Number** link is currently only available for use within Spillman, but not within Mobile.

NOTE

If the SpillmanAnalytics application is opened from outside of Spillman, then the **IR Number** link will display, but it will not work because it is not connected to the Spillman database. However, the **Show Full Record** link will display and will work.

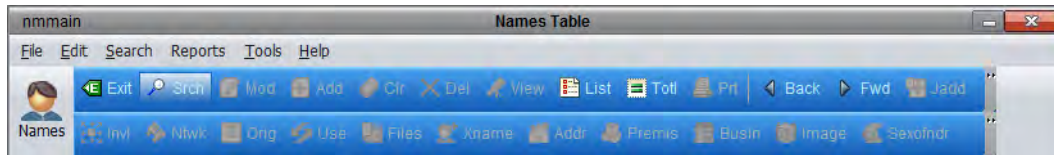
3. To exit, close the Spillman Analytics screen.

Searching for Name Records and the Total, List and View Options

The Option Line

The Option Toolbar is located on each screen and provides command icons which vary depending on the screen you're in at the time. When you select an option, the software executes a command. For example: If you have opened the Names Table, and then point and click on the **Exit** option, the software will close the screen and take you back to the place you were before you opened the Names Table. All tables in the software have an option line, which work and function in the same manner.

With the Names table displayed on the screen, note that the **Add** option has been grayed out.



The software requires you to search for a name before one can be added. This is to help prevent the possibility of duplicate name records being entered. If a search finds a Name record that already exists in the database, you'll save time by not having to add the complete Name record again.

Every field on the Names table is searchable. Searches can be executed by searching for information in more than one field at a time, within the same search. The software is not case-sensitive. Searches can be done with lower case, upper case, or a combination of both.

The **Previous** button, next to the **Accept** and **Cancel** buttons when in **Add**, **Search**, or **Modify** modes, restores the previously entered data in the selected field during a particular session.

After a successful search, the option line has changed. Additional options are available now.

Always select the **Totl** (Total) and **List** options after each search.



The **Totl** option totals the overall number of items your search has found.

The **List** option shows you a list of all matching names found in your search. To exit the **List** option, select the **Cancel** button.

Name Numb	Name (last, first middle)	Birth Date	Alert	Street Address	City, St
5	Flutie, Adam Joe	12/15/60	Arre+	401 ELDER ST	Springfi
318	Flutie, Adam Robert	03/15/65	Conf	301 ELDER ST	Springfi
77	Flutie, Allen Carlos	10/08/45		3002 COVERT RD	GLENVIEW

The View Option

Several fields store more information than can be displayed on the screen. They are preceded by different characters:

- An ampersand (&) indicates a detail table with more information to view.
- An ellipses (...) appears when there is more information to view on that line.

Both examples can be seen in the following screenshot.

The **View** option allows you to view selected fields, such as the Previous Address, SMT, Alerts, M.O.'s, and Comments. When you select the View option all numbered fields are viewable.



The screenshot shows the 'Names Table' application window. The profile for Adam Log is displayed. The 'System Request' dialog box is open, showing a 'Field to view' dropdown menu with the value '0' selected. The dialog has 'Ok' and 'Cancel' buttons.

Name and Address

Numbr: 5
 Last: 2 utie Fst: Adam Mid: 4 pe
 Ac: 6 7 01 ELDER ST ST: MD ZIP: 79134 Hst: 13 W ALABAMA ST
 City: Springfield ND 16 34
 Death: / / Alias For: 10 Total Aliases: 2 (See involvements.)

Personal Identification

DL Number: 2288299288 SSN: 222-22-2222 State ID: 229388377
 DL State: DR Class: 21 &
 Home Tel: (256) 555-8888 FBI: 26 9887732 Local ID: 28 29 8UI &
 Work Tel: (256) 555-7890

Physical Description

DOB: 12/15/60 51 yrs Eyes: BRO 49 51 53 55
 Race: W 40 White, Non-Hisp Glasses: N 49 Glasses/Cont. Speech: NORT 59 thern Accent
 Sex: M Male Hair: BRO 51 Hair: BRO 51 Teeth: STR 61 aight
 Height: 5'01" 155 cm Hairstyle: STLW 53 aight, Long Build: MED 63 ium Build
 Weight: 130 lbs 59 kg Beard: N 55 Beard, Clean Sl... Ethnic: CAN 65 adian

Traits

Name Type: INDIV Sub Type: 67
 Scars, Marks, and Tattoos: 69 R ARM TATT / R / ARM 73 EARM &
 MO: 75 earance 76 guised &

Narrative/Other

Alert Codes: 78 Y THRS FEL DISO ALCO NVIS EMBZ EXHI GANG EXPL ARSO ASLT ASSP &
 Comments: 92 m Flutie can generally be found at his home in the evenings. I ...
 Addresses: 93 Premis: 94 Xtra: 95 Visited Inmates: 96 Had Visitors: 97
 Image: 98 & Merge: 100

User: train1 Field to view: INS Rec: 1

The **System Request** dialog box contains one field: **Field to View**. Type in the Field number you wish to view, then click **OK**.

Beginning a New Search

To begin a new search, click the **Srch** (Search) option. It is not necessary to exit and return to the Names table to begin a new search. This feature is the same on all tables that have a **Srch** option.

When searching for data, if you clear the search information, the software will display the following message. Click **No** to continue searching.

The screenshot shows a 'Yes/No Request' dialog box. It contains a green square with a white question mark and the text 'Select only those records for which this string is blank (Y/N)?'. At the bottom, there are two buttons: 'Yes' and 'No'.

Changing Search Types and Wildcard Searches

Note the following types of searches: Wildcard and Sounds Like.

Training Course Descriptions

Hub

Inquiry Introduction - required class for all participants

Prerequisite Course:

Familiarity with Microsoft Windows Mouse Functionality

Who Should Attend:

All personnel that will use any section of the Spillman Software regardless of which modules they will use or to what extent. **This course is a prerequisite** to any other Spillman Software training. Any Personnel that **does not** attend this training will not be allowed to attend any other Spillman Software training.

- Communications Personnel
- Spillman Administrators
- Data Entry Personnel
- Administrations

Course Summary:

- Software: Accessing, Moving Around, Fundamentals and Features
- Searching for a Name Record and the List, View Options
- Searching in Other Fields
- Searching the Scar, Mark, and Tattoo Fields
- Searching the MO and Addresses with Geobase
- Name Information, Associate Name Information and Involvements
- Working with Multiple Spillman Windows; the Vehicle, Property, and Wanted Persons Table
- Software Reports

Course Objectives:

The objectives of this course are to teach the user(s) how to use the system's features and functions, how to access the system (log on and off), move around the system, search for and find information in the database, and find and run system reports. This course teaches the basic system functionality that is required, and is consistent with each module. In other words, learn this class and the specific module training will be much easier. This class will also cover and explain the strengths and benefits of using the Spillman system daily, and how it will make each student's job much easier to manage. Each student will, at a minimum, complete the practical exercises contained in this course.

Data Entry – required class for all participants

Prerequisite Course:

Inquiry Introduction

Who should Attend:

All personnel that will use any section of the Spillman Software regardless of which modules they will use or to what extent. **This course is a prerequisite** to any other Spillman Software training. Any Personnel that **does not** attend this training will not be allowed to attend any other Spillman Software training.

- Communications Personnel
- System Administrators
- Data Entry Personnel
- Agency Administration

Course Summary:

- Adding Names to the Names Table
- Modifying Records, Adding Alert Codes, Previous Addresses & Phone Numbers
- Adding Address Information to Geobase
- Adding S.M.T.'s, and MO Information
- Adding Comments, Using the Spillman Editor
- Additional Name Information
- Adding Vehicles
- Adding Property
- Adding Custody Records to the Property Table
- Creating Alias Records
- Adding Involvements to Records

Course Objectives:

The objectives of the Data Entry course are to teach the students how to add data into the database, pointing out software features that will allow them to better utilize the software's functionality. This class will also cover and explain the strengths, benefits, and consistency of adding data into this database, and how it will make each student's daily job much easier to manage. Each student will, at a minimum, complete the practical exercises contained in this objective for the purpose of understanding how to apply each task to their job and their agency.

Advanced Searching

Prerequisite Course:

- Inquiry Introduction
- Data Entry

Who Should Attend:

- Communications Personnel Supervisors
- Spillman Administrators

Course Summary:

- Using the JADD Search
- Using the JRES Search
- Using the JTBL Search
- Searching Addresses using Geobase
- System Reports
- Searching/Adding the On-Call Scheduling, On-Call Status and Resource Table
- Adding On Call Scheduling, and Resource Information
- Dissemination Table

Course Objectives:

The objective of the Spillman course is to teach the students more system search features that will allow them to better utilize the software's functionality. This class will also cover and explain the strengths and benefits of using this system daily, and how it will make each student's job much easier to manage. Each student will, at a minimum, complete the practical exercises contained in this objective for the purpose of understanding how to apply each task to their job and their agency.

Project Team Training (2 - 4 Days)

Prerequisite Course:

- None required

Who Should Attend:

- Spillman Administrator(s)
- System Administrators
- Sheriff's, Chiefs
- Supervisors
- Any decision-making personnel that can create or modify the agency's policies and/or procedures

Course Summary:

Phase 1:

- HUB Classes
 - Inquiry Introduction
 - Data Entry
- Overview of modules purchased
- Agency operations:
 - Will the Agency use the Racial Profiling module?
 - Will the Agency Report UCR and/or IBR?
 - Is the Agency Dispatching or Housing Inmates for Multiple Agencies?
 - Will the Agency host the machine for another Agency(s)?
 - Does the Agency have Data Entry Policies or Standards?
 - What division or departments exist within the Agency?
 - What are the responsibilities of each division/department?
 - Agencies anticipated training guidelines for new and existing employees.
- Software and Security overview and importance
- Code table overview and set up.
- Project Training Workbooks; how it is to be used by the SAA(s).
- Make sure the correct personnel are attending the correct courses.
- Review the schedule and make necessary changes.
- Verify that all computers and machines used for training are working.
- SAA Responsibilities

Phase 2: (during user training, takes place after the Project Team Training course week)

- In this phase the SAA(s) attend(s) all the course training and take notes of setup and department policy issues that may arise.

Training Course Description

- Note: the SAA classes can be taught without the agency being prepared to build their live database, however, that may delay the go-live date for the agency.
- The SAA classes have time allotted for software set up where the trainer observes the agencies SAA(s) enter and check data entry, example, SYPRIV, Coded tables, JLHOUSE, etc. It is important that the agency begin building code tables prior to the Spillman Application Administration course is taught, which will be directed by a Spillman trainer. Code table setup is an ongoing process.

Course Objectives:

The objectives of the Project Team Training course is to teach the students all of the HUB classes and software features that will allow them to better understand/utilize the software's functionality. This class will also cover and explain the modules purchased, agency procedural issues and how each module functions, i.e., relational database, strengths and benefits of using this software daily, prepare the agency for a successful implementation and how Spillman will make each employees daily job much easier to manage. Each student will at a minimum, complete the practical exercises contained in this objective for the purpose of understanding how to apply each task contained in this objective, to their job and their agency.

Specialist Spillman Application Administration

Prerequisite Course(s):

- Inquiry Introduction
- Data Entry

Recommended Attendees:

- This course must be attended by all Spillman Application administrators and those who will be responsible for group or individual sections of the Spillman software i.e. section supervisors. IS department should attend if they will have day-to-day dealings with the Spillman software.

Course Summary:

- Security Administration
 - The System Privileges Table
 - Involvement Security
 - Searching for Added By, Modified By
 - Maintaining the SYLOG
- Application Administration
 - Involvement Dates
 - Creating Mail Groups
 - Field Security
 - Hiding Records
 - Partitioning and Agency Security
 - Security for Individual and Supplemental Narratives
 - Text Fields and Application Cue Cards
 - Changing *apnames* Code Numbers
 - Code Table Administration
 - System Parameters, Record Numbers, Backups
 - Database Maintenance Programs

Course Objectives:

The Software Application manual and Code Table Setup manual should be available during class, for reference. This course could not possibly contain all items in the SAA Manual due to its comprehensive content. Because many applications cannot be run or modified by more than one user at a time, a few course items will be demonstration only.

CAD Administration

Prerequisite Course:

- Spillman Application Administration
- Inquiry Introduction
- Data Entry
- CAD

Who should Attend:

- Agency Spillman Application Administrators, dispatch supervisors, and other key personnel responsible for planning and implementing the CAD portion of the Spillman software.

Course Summary

- Code tables unique to CAD
- Code tables used in CAD and shared by other tables.
- Application parameters used in CAD

GeoBase (Varies)

Prerequisite Course:

- SPILLMAN Inquiry Introduction
- SPILLMAN Data Entry

Who should Attend:

- Agency Administration
- Spillman Application Administration
- GIS personnel

Course Summary:

- Explanation of differences in terminology in ArcGis and ArcView
- Layout of Arc Map Screen
- ArcMap Toolbars and Buttons
- Spillman.mxt template
- Adding Spillman Toolbar
- Layers
- Gbsteet layer attribute table
- Common Place layer attribute table
- Setting Snapping tolerances
- Creating features within a layer
- Editing features within a layer
- Using the tools within the Spillman Toolbar
- Transferring the files to Spillman

Course Objectives:

The objectives of the ArcView course is to introduce the students to basic concepts of building a map in ArcView for use in the Spillman software.

Computer Aided Dispatch

Prerequisite Course:

- SPILLMAN Inquiry Introduction
- SPILLMAN Data Entry

Who Should Attend:

- Dispatchers Personnel
- Call Takers Personnel
- Dispatch Supervisors
- Spillman Administrator(s)

Course Summary:

- CAD Screen, Moving Around and Help Features
- Radio Log Entries
- Adding Calls, Dispatching Calls, Updating Calls, Units and Call Completion
- CAD Screen Sizing, Sorting and Configurations
- Using the Mouse to Manage the CAD Screen
- Modifying Calls, CAD Comments & with Units, Viewing Comments, Call Information
- Calls Screen
- Sending Backup Units
- Canceling Calls, Units and Changing Responsible Units
- Exchange Units and Update Unit Zones
- Traffic Stop Command and The Traffic Stop Table
- Turn Traffic Stops into Calls
- Dispatching Using Intersection & Common place names
- Dispatching and Managing Incidents for Call Types
- Adding & Dispatching Multiple Calls types with Special Instructions
- Final Exercise I
- Adding Calls for On-Site Activity
- Radio History, Unit and Officer Information
- Adding Alarm Calls
- Adding Information Calls
- Adding Miscellaneous Calls
- Dispatching Wreckers
- Dispatcher Positions and Responsible Unit Review
- Configuring Numeric Keypad; Saving and Loading Function Key Assignments
- Adding & Dispatching, Simultaneous Tasks, Current Calls with Function Keys
- Radio Log – Name and Vehicle Inquiries

Training Course Description

- Access to Tables from CAD
- Re-Opening Completed Calls
- Time Lapse Alerts & Pager Numbers
- Merging Duplicate Calls
- Water Sources
- Dispatching with Premises Information
- Hazardous Materials Table
- Racial Profiling Table
- Final Practical Examination II
- What Recommended Units Does
- Dispatching with Recommended Units
- Letting the Software Automatically Recommend Units
- Dispatching When the Response Calls for Multiple Units of Multiple Kinds
- Address Specific Recommended Units

Course Objective:

The objective of the Computer Aided Dispatch (CAD) course is to teach the students how to use the CAD system with its features and functions. This class will also cover and explain the strengths and benefits of using this system daily and how it will make each students daily job much easier to manage. Each student will at a minimum, complete the practical exercises contained in this course for the purpose of understanding how to apply each task contained in this course, to their job and their agency.

Spillman Mapping

Prerequisite Course:

- SPILLMAN Inquiry Introduction
- SPILLMAN Data Entry
- CAD

Who Should Attend

- Dispatch Personnel
- Call Taker Personnel
- Dispatch Supervisors
- Spillman Administrator(s)

Course Summary:

- What is SPILLMAN Mapping?
- Configuring the Map for a Single Session
- Introduction to SPILLMAN Mapping
- Performing CAD Tasks from the Map
- AVL Functions
- CAD Position List

Course Objective

The objective of the SPILLMAN Mapping course is to teach the students how to use the CAD software in relation to SPILLMAN Mapping, with its features and functions. This class will also cover and explain the strengths and benefits of using this software to display calls, and possibly units, on a graphical map.

Mobile State Queries (1 hour)

Prerequisite Courses:

- SPILLMAN Inquiry Introduction
- SPILLMAN Data Entry

Who Should Attend:

- Patrol Officers
- Employees that will be using SPILLMAN Mobile

Course Summary:

- Software: Accessing, Toolbars
- Name, Vehicles and Property Screens
- Searching for Names, Vehicles, and Property
- State Queries for Name, Vehicles, Property and Guns

Course Objectives:

Upon completion of this course, the student will be able to conduct queries from a patrol car, using a laptop, to the State.

Mobile Voiceless Dispatch/AVL (1 hour)

Prerequisite Courses:

- SPILLMAN Inquiry Introduction
- SPILLMAN Data Entry
- SPILLMAN Mobile RMS-State Queries

Who Should Attend:

- Patrol Officers
- Employees that will be using SPILLMAN Mobile

Course Summary:

- Software: Accessing, Toolbars
- Computer Aided Dispatch (CAD) Screen
- Radio Log and Histories
- Understanding the AVL Software
- Starting the Trimble Placer GPS Receiver
- Map Screen
- Selecting the Category of Units/Calls to be Displayed
- Setting up the Map
- Arranging the Map Layers
- Location's latitude and longitude
- List of Window commands used in SPILLMAN Mobile



Exhibit 9

Hardware
Recommendations

Spillman Motorola Unified Network Service (UNS) Interface

Technical Product Description

Description

When used with the Spillman Mobile Automatic Vehicle Location (AVL) and Mapping modules, the Spillman Unified Network Service (UNS) Interface allows the location of your agency's Motorola UNS-supported devices to be viewed on a map in Mobile or CAD.

The Spillman Mobile AVL and Mapping modules track the location of each UNS device. Once UNS-compatible Motorola devices have been properly configured, dispatchers can assign any UNS device to a unit and dispatch it to a call.

Some UNS-compatible Motorola devices possess Panic buttons which send immediate alerts to the Spillman Mobile and Mapping modules. Once an alert is initiated, the map displays the alerted officer's icon to any user with Spillman Mobile or Mapping open.

Requirements

General

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

Hardware

- Motorola UNS compatible devices

To view a list of compatible Astro 25 Motorola devices, click the following link:

www.motorolasolutions.com/US-EN/Business+Product+and+Services/Two-way+Radios/Project-25-P25-Radios

Software

- Spillman 6.3 or later
- Spillman Mobile AVL module. AVL must be turned on in Mobile, and the AVL manager must be running.
- Motorola UNS Server versions 3 - 4. The server must be accessible with a Motorola Application ID.

Documentation

- Spillman Automatic Vehicle Location (AVL) Manual
- Spillman Mobile Online Help
- Spillman CAD User Manual

Training

- Training is optional for this product. However, if the Mobile AVL and Mapping modules are sold with other Mobile products, then training is included.

User Information

Dispatchers can assign UNS Motorola-compatible devices to a unit which is tracked on the Spillman map using the GPS information from the device. The AVL device filter can be used to search for a device and select it to assign to a unit. The filter can also be used to show and hide AVL devices, including UNS devices, on the map. Spillman Mapping can cluster AVL devices to simplify what is displayed on the map.

If a UNS device is used to initiate an alert, then the device flashes on the map. To ensure dispatcher and officer awareness, an alert displays on the map regardless of whether the device is shown on the map at the time it is alerted. Only users with the appropriate permissions may clear the alert from the map when the emergency has been addressed.

SAA Information

Administrators can use the Spillman AVL Manager web application to configure settings for their AVL and UNS devices. Device labels, report settings and icons can be customized for each device on the map. Individual devices or all the devices for an agency in the jurisdiction can be configured.

Maintenance Information

- Upgrades to the software must be performed by an authorized Spillman technician.
- Spillman will charge the customer for travel, per diem, and labor charges for any onsite work that Spillman performs.

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Exhibit 10

Sample Marketing Literature

(Please see the physical copy of our
response for sample marketing literature)

**Spillman Technologies Inc.
Sample Marketing Material from
Hard Copy RFP Proposal**

▶ Company

- Spillman Technologies was founded in 1982 and has focused exclusively on public safety software throughout its more than 30-year history.
- Spillman software serves more than 1,000 agencies and nearly 70,000 public safety professionals in 37 states.
- Spillman is a privately owned corporation that answers only to customers and has never been acquired or merged.
- Nearly 45 percent of Spillman customers have used the software for at least 10 years. Over 30 percent of customers have used the software for more than 15 years.
- Almost half of new Spillman clients are a result of referrals.
- Customers are always connected with a live individual for technical support, and the average response time is less than one hour. Customers can also receive support online at my.spillman.com, where they can submit and manage problems and search hundreds of quality Knowledgebase documents.
- Spillman has more than 260 employees with corporate offices located in Salt Lake City, Utah, and was named one of the Best Companies To Work For in 2010, 2011, and 2013 by *Utah Business* magazine.
- Spillman has been named one of the nation's fastest growing private companies for seven years running by *Inc.* magazine.
- Spillman provides its customers a lifetime partnership with unrivaled professional services, including account and project management, research and design, purchasing services, customer education, and technical support.

▶ Product

- Spillman offers an integrated suite of comprehensive software solutions for public safety agencies, including police departments, sheriff's offices, communication centers, fire departments, and correctional facilities.



Police



Sheriff



Communications



Fire



Corrections

CAD | RMS | JMS | Fire | Mobile Data | Data Sharing | Field Reporting
Mapping & GIS | Analytics & Intelligence-Led Policing | Personnel & Resources



- At 20 software versions mature, Spillman software offers more than 40 fully integrated software modules. Customers with Annual Maintenance Agreements receive upgraded versions of existing Spillman software, including new features and enhancements.
- Spillman has maintained a 100 percent successful implementation record, on time and within budget, for more than 30 years in the industry. Each agency's implementation is managed by a dedicated project manager with PMP certification. As a result, Spillman has never been in litigation with a customer.
- Spillman is a leader in establishing successful multi-jurisdictional data sharing systems, with nearly 85 percent of our customer base using the software to share data in a multi-jurisdictional environment. Our largest multi-jurisdictional project includes 51 agencies.
- Spillman provides a unique, single-source database that enables users to input, store, and retrieve data from one central location. This allows agencies to share live, accurate data and reduce duplicate entries.
- All Spillman software is sold as a single site license agreement rather than individual user licenses, allowing agencies to have an unlimited number of users on the system at no additional software expense.
- Spillman devotes millions of dollars annually to product research and design. Approximately 80 percent of annual product enhancements come from user suggestions.
- With intelligence-led policing tools like integrated management dashboards, map-based analytics, extensive searching, and community crime maps, Spillman helps command staff, analysts, supervisors, and field personnel, analyze agency data in meaningful ways.
- Spillman develops its software using UNIX, Linux, and Windows-based technologies as well as industry standards like XML and ODBC. Spillman also meets the needs of customers by offering interface options to industry-leading third parties.
- Spillman is an active participant in a variety of standard-defining committees within the Integrated Justice Information Systems (IJIS) Institute. Spillman also builds industry partnerships through membership in the Association of Public-Safety Communications Officials (APCO), International Association of Chiefs of Police (IACP), National Sheriff's Association (NSA), National Emergency Number Association (NENA), and National Law Enforcement Telecommunications System (NLETS).

For more information about Spillman Technologies, call us toll-free at 800.866.8026 or visit www.spillman.com



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Track and manage alarm information and related fees

The Alarm Tracking & Billing module enables personnel to track false alarms and update and manage alarm tracking fees. The module allows agencies to add incident numbers to false alarm records and quickly generate bills and letters. Agencies can also use the Alarm Tracking and Billing module to create false-alarm, revenue, and alarm activation reports.

Advantages

- Conveniently add records for all alarms in a jurisdiction, track false alarms, and manage fees.
- Generate summary reports, notice letters, and bills for individuals or businesses with unregistered alarms or false alarm fees.
- Customize alarm tracking letters and tickets using flexible billing forms and templates that allow you to edit text and other variables.
- Create a graduated billing system that allows you to charge businesses or individuals increasing amounts for every false alarm.
- Analyze false alarm incidents for both law and fire activations with detailed tracking reports.

Key Features

Comprehensive Alarm Records

Add an alarm tracking record for every alarm in your jurisdiction. You can include billing information, responsible agency, alarm type, law and fire activation incident numbers, and unlimited comments for each alarm.

False Alarm Tracking

Spillman simplifies the false alarm tracking process by automatically detecting false alarms, calculating appropriate fees, and creating an incident number for each false alarm in the alarm tracking record. You need only to verify the number of false alarms at a location and any corresponding charges before a billing summary is sent to residents or businesses.

Fee Management

With the Alarm Tracking & Billing module, you can efficiently manage fees for alarm records. The software enables you to create letters, bills, and summaries for businesses and residents that owe fines for unregistered alarms, overdue bills, and false alarms. The module also allows you to create a graduated billing system, raising the per-alarm fee as the number of false alarms reported at a specific location increases. You can even create separate graduated billing systems for residential and business locations.

Detailed Reports

Alarm tracking reports let you create a list of all registered alarms, identify discrepancies in false alarm incidents, and calculate false alarm fees as well as the revenue generated from false alarms.

Module Integration

Seamless integration with Spillman's CAD module automatically generates false alarm incident numbers to alarm tracking records. In addition, the Licenses & Permits module integrates with the Alarm Tracking & Billing module, allowing you to view the permit status from the alarm tracking record.

Alarm Tracking & Billing

1. Alarm ID

A unique ID number is assigned to each alarm entered. You can also enter the alarm location with its associated type, responsible agency, and zone.

2. Billing Information

The Alarm Tracking & Billing module displays the billing information and alarm monitoring company for each alarm. You can view detailed information about the person being billed, including name, date of birth, social security number, and address.

3. CAD Integration

When a call is entered in Spillman's Computer-Aided Dispatch module, the system automatically pre-populates alarm information into the Alarm Tracking & Billing module.

4. Fee Screen

Using the fee screen, you can enter fees and payments and view the history of each fee record.

The screenshot shows the 'Alarm Tracking' software window. The 'Alarm' section (1.) includes fields for Alarm ID (10), Type (BUSIN), Agency (SPD), Active (Y), and cdalarm (6). The 'Billing' section (2.) shows a bill number (251) for 'Copper Rail Restaurant' with various personal and contact details. The 'Monitor' section shows a monitor number (219) for 'ADT' with similar details. The 'Details' section (3.) includes fields for Law Alarm (BLAW), Fire Alarm (BFIRE), and their respective activation codes and permit numbers. A 'Comments' section is at the bottom. The interface includes a menu bar (File, Edit, Search, Reports, Tools, Help) and a toolbar with icons for Exit, Search, Modify, Add, Clear, Delete, View, List, Total, Print, Back, Forward, Jadd, and Jres.

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About Spillman

For more than 30 years, Spillman Technologies has provided public safety professionals with state-of-the-art software solutions backed by unparalleled customer service. Today, Spillman's integrated public safety software is used by more than 1,000 police departments, sheriff's offices, communications centers, fire departments, and correctional facilities nationwide.



Police



Sheriff



Communications



Fire



Corrections



Manage critical data for law incidents and cases

The Law Records module consolidates all law incident records into one database and provides easy-to-generate incident and case management reports. Each record has a name association and incident number along with information on property, item, and vehicle involved. For criminal and non-criminal incidents alike, agencies can track complainants, victims, offenders, suspects, witnesses, evidence, vandalism, arson, vehicles, and stolen and recovered property.

Advantages

- Eliminate duplicate data entry through integration with Spillman CAD. The system automatically copies pertinent information into related records.
- Automatically create links of related Involvements® so you can easily see relationships between information, conduct thorough investigations, and make timely, informed decisions.
- Search from any screen to conduct thorough crime analysis using combined records and field searches along with wild-card and sounds-like searches.
- Generate accurate statistical reports, such as UCR and IBR, to help your agency meet FBI standards for NIBRS reporting and grant funding opportunities.

Key Features

Accurate Reports

Easily generate reports for crime analysis, presentation, and archiving. The Spillman system enables you to clarify department initiatives and document progress. Use a multitude of time-saving, pre-formatted reports, or configure your own ad hoc reports using Spillman's report-generation tool. You can also compile detailed crime summary and activity information such as offenses, arrests, and law incidents for submitting UCR and NIBRS reports to your state.

Detailed Case Management

Follow detailed status information to help track cases from beginning to end. The case management feature uses Involvements® to link information on all persons, property, and vehicles associated with a case.

Automatic Visual Alerts

Improve investigator and officer safety with alerts which indicate dangerous, wanted, or missing persons. Once an alert is attached to a record, Spillman's integration populates the alert wherever the record exists.

Dispatch Integration

Eliminate duplicate entry through Spillman's integrated solutions. The Law Records module is linked with Spillman CAD enabling the software to automatically transfer appropriate information from CAD calls to related incidents ensuring rapid, consistent data entry.

Advanced Security & Intelligence

Store an unlimited amount of intelligence data about the hangouts, associates, vehicles, employment, and activities of individuals or groups. In addition, you can protect data integrity with flexible security features which allow you to secure privileged information.

Organized Dissemination

Track any information your agency disseminates using the Law Records module. You can record the full text of the disseminated information and create a link to the Name record of the party receiving the information.

1. Accessing Photos

The law records screen displays a thumbnail image for each record containing digital images. You can click on the thumbnail to view a full-sized image, or click on the Image button from the toolbar to view other digital images related to this record.

2. Visual Alerts

When you perform a name, vehicle, property, or law incident query, the system alerts you of a wanted person, warrant, or other warning, appearing in red.

Incident

Incident Number: 0110-0006
 Nature: Weapon Offense
 Case Number: 102
 Image: [Thumbnail]
 Address: 102 COFFEE RD
 City: Springfield ST: ND ZIP: 79134
 Area: LW
 Contact: [Empty]

Complainant

Numbr: 2 **Bench Warrant of Arr**
 Last: Anderson Fst: Jeffrey Mid: Lamont
 DOB: 10/04/56 SSN: 999-56-2577 Adf: 111 N COURT ST
 Race: W Sc: M Tel: (256) 555-3850 Cty: Springfield ST: ND ZIP: 79134

Involvements 1 through 9 of 9 for **LW 0110-0006** Weapon Offense

Type	Record #	Date	Description	Relationship
HA	6	10/29/01	Homicide	* Originated by
HA	12	10/29/01	Burglary	* Originated by
AR	5	10/30/01	Criminal Homicide	* Arrest/Offense
NM	2	10/29/01	Anderson, Jeffrey Lamont	* Complainant
NM	31	10/29/01	Crosslin, Bobbie Nichole	* Offender
NM	69	10/29/01	Hanback, Tina	* Victim
CA	C006	10/29/01	08 03 10/29/01 Weapon Offense	* Initiating Call
EV	2	10/30/01	S&W Model 65 357 Handgun	* Evidence
EV	2	10/30/01	S&W Model 65 357 Handgun	* Evidence Incident

3. Involvements® Screen

Spillman's unique Involvements® feature links related records and other key pieces of information, providing you with a detailed history for each record.

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Track pawn shop activities and information

The Pawned Property module is an essential tool to help agencies track, maintain, and report on pawn shops and their detailed pawn activities. Monitoring and sustaining an accurate trail of individual pawned items is easy with automatic, electronic pawn shop data submission. By linking pawned items to names, vehicles, property, and other pertinent data, this invaluable investigative resource can assist law enforcement in locating stolen property.

Advantages

- Receive electronic submissions of pawned items from local pawn shops to simplify data entry.
- Access detailed information about pawned items for stolen property investigations.
- Increase the likelihood of returning stolen property by exchanging information with pawn brokers.
- Prevent redundant or duplicate data entry with automatic integration with Spillman property information and records.

Key Features

Investigation Assistance

Pawned items added to your agency's database are automatically linked to name and property records throughout other Spillman applications. If the item is reported stolen or linked to a law incident, these records can prove helpful during investigations.

Pawn Shop Information

Pawn shop addresses, phone numbers, owners, and other pieces of information are quickly located using the Pawned Property module. You can also search detailed information about each shop in your jurisdiction.

Pawn Activity Tracking

Designed to accommodate the laws and procedures of each state, you can maintain a complete record of pawn shop activities including site visits, pawn shop inspections, and the pick-up of stolen items. Automatically calculate pawn shop 'hits' and identify a shop's stolen items. If an item is taken into custody, you can reference information with greater accuracy by recording the law incident number, request, evidence number, and a brief description of the circumstances surrounding the activity.

Preformatted Reports

The Pawned Property module features an extensive reports menu to help compile system information into comprehensive, easy-to-read reports. Print a report to identify frequent pawners, or determine recovery rates for stolen items. The reports menu can help you organize and share collected data, maximizing efficiency.

Easy Data Import

Easily gather property data from pawn shops in your jurisdiction. The Pawned Property module enables you to conveniently collect property information from pawn shops electronically.

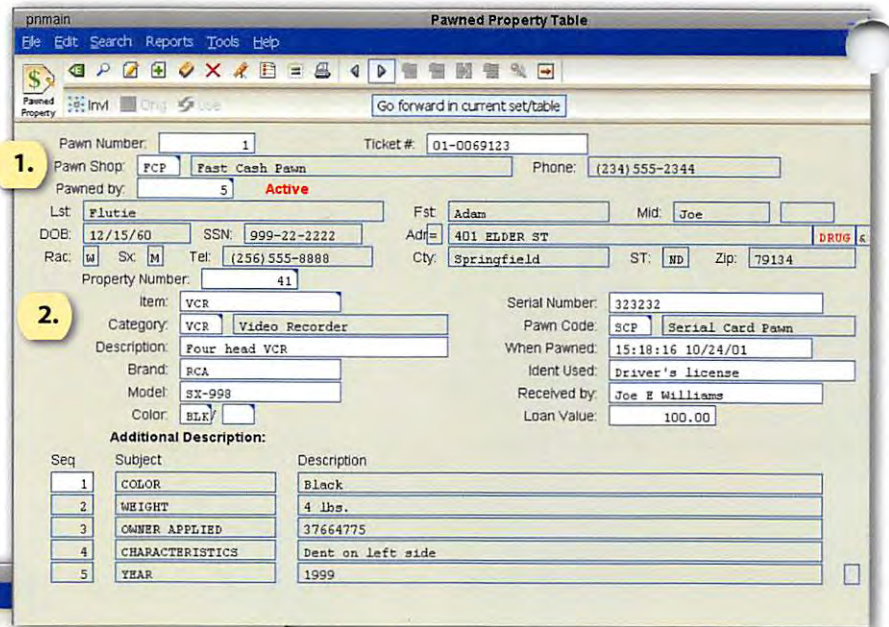
Pawned Property

1. Item Tracking

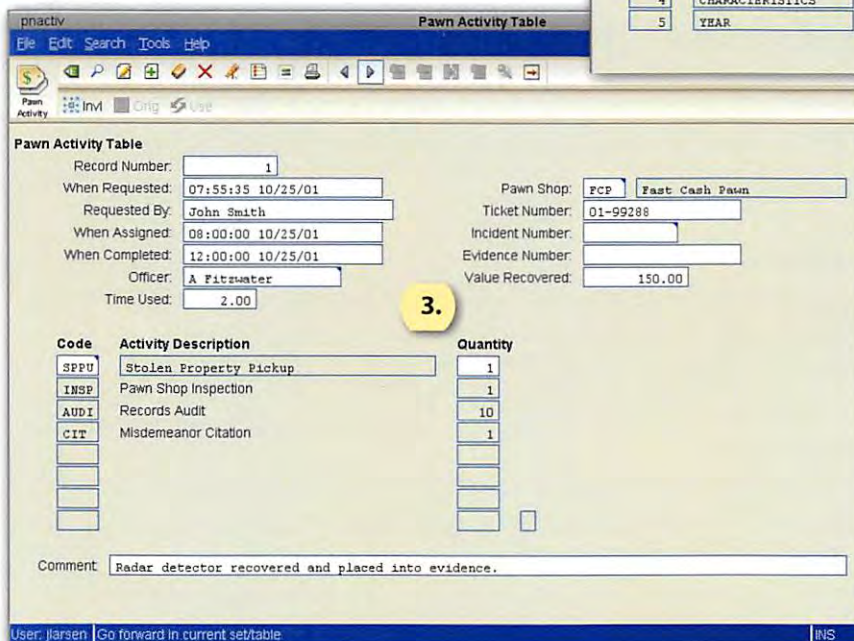
Track detailed property information such as pawn shop, ticket number, and pawn owner, along with contact information such as name, DOB, SSN, address, and phone number.

2. Item Information

View related information such as item name, category, brand, model, color, serial number, pawn code, when pawned, personal identification numbers, and loan value.



Seq	Subject	Description
1	COLOR	Black
2	WEIGHT	4 lbs.
3	OWNER APPLIED	37664775
4	CHARACTERISTICS	Dent on left side
5	YEAR	1999



Code	Activity Description	Quantity
SPPU	Stolen Property Pickup	1
INSP	Pawn Shop Inspection	1
AUDI	Records Audit	10
CIT	Misdemeanor Citation	1

Comment: Radar detector recovered and placed into evidence.

3. Pawn Activity Details

Track information on pawn activities including audits, citations, inspections, and recovered stolen property. Capture details such as time assigned and completed, time used, ticket number, value recovered, and activity descriptions.

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Track and manage licenses, permits, fees, and payments

The Licenses & Permits module provides for the effective management of animal and bicycle licenses, weapon and fire permits, and other types of licenses and permits. A wide variety of information can be entered and tracked including expiration dates, fees, payments, and adjustments. The module also provides the ability to print permits, receipts, mailing labels, and reports.

Advantages

- Automatically post agency-specified permit fees each time a related record is added.
- Link permits to associated records to facilitate future investigations and easy access to information.
- Record every transaction associated with a permit for auditing financial transactions related to licenses and permits.
- Conveniently print permit receipts to notify license and permit holders of renewal and expiration dates.

Key features

Detailed Permit Information

On the Licenses & Permit screen, you can view information including status of permit, effective date, permit holder, permit type, and contact persons. From an additional detail screen, you can track and view information such as the type, model, size, and value of the item, and you can add a property record for the item.

Precise Permit Data

Efficiently track animal, bicycle, and weapon permits using detail windows that provide you with precise data on each permit type. Data on animals includes property number, animal type and name, breed, weight, tag number, color, and gender. Bicycle data includes property number, make, frame, trim, lights, tire size and type, model, and serial number. Weapon data includes property number, make, model, caliber, barrel, color, action, serial number, and value.

Integrated Law Records

When used with Spillman's Law Records module, the Licenses and Permits module allows your agency to access a weapon's permit record if it is used in a law incident. You can also view the weapon's permit record as well as its owner's name record from the law incident record. This information is then readily available to responding officers.

Valuable Financial Transactions

The fee screen in the Licenses & Permits module allows you to manage all financial transactions associated with a permit. From this screen, you can charge fees, post receipts, make adjustments, and print permits, receipts, and mailing labels.

Comprehensive Reporting

Condense information into concise, easy-to-read reports. The Permits Summary Report lists the permit type, status, record number, permit holder, and expiration date. The Permit Total Report provides you with a total number of permits, for example, that would correspond to permit type, location, area code, and name number. The Payment Summary Report lists the date, officer, fee transaction type, amount, and license number.

Licenses & Permits

1. Permit Number and Alerts

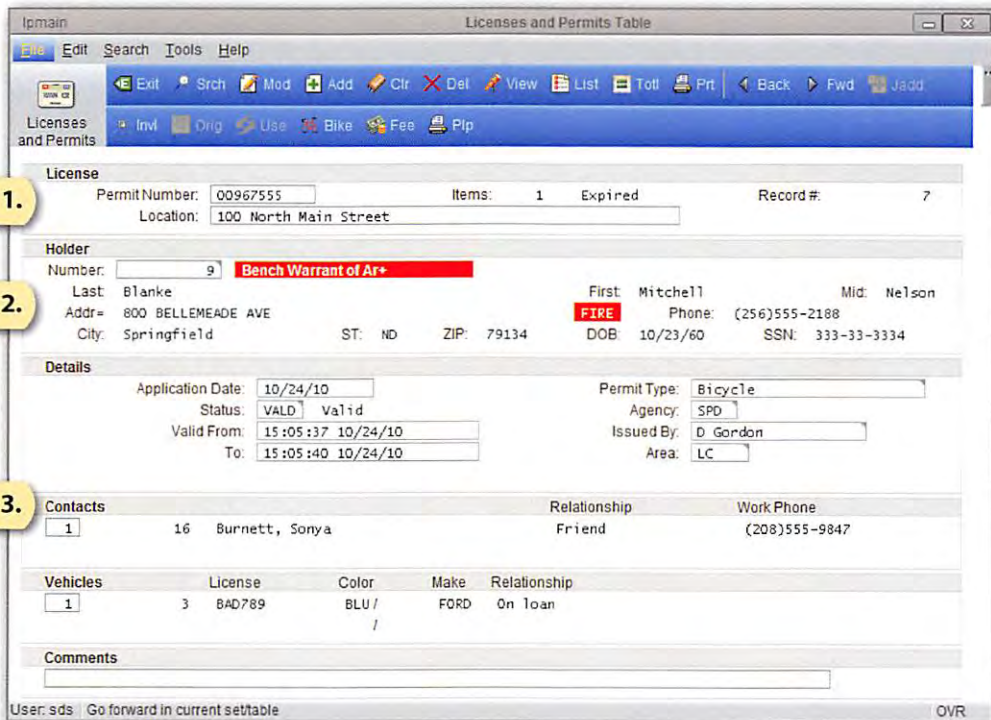
View permit number, location, holder, item number, and record number. Quickly identify any alerts associated with the permit, appearing in red.

2. Owner Information

View last, first, and middle name, address, phone, DOB, and SSN. View additional data such as application date, permit type, and status.

3. Contacts

View name and relationship along with vehicle information such as license, color, make, and any comments related to the permit.



License

Permit Number: 00967555 Items: 1 Expired Record #: 7
Location: 100 North Main Street

Holder

Number: 9 **Bench Warrant of Ar+**
Last: Blanke First: Mitchell Mid: Nelson
Addr: 800 BELLEMEADE AVE **FIRE** Phone: (256)555-2188
City: Springfield ST: ND ZIP: 79134 DOB: 10/23/60 SSN: 333-33-3334

Details

Application Date: 10/24/10 Permit Type: Bicycle
Status: VALD Valid Agency: SPD
Valid From: 15:05:37 10/24/10 Issued By: D. Gordon
To: 15:05:40 10/24/10 Area: LC

Contacts

1	16	Burnett, Sonya	Relationship	Work Phone
			Friend	(208)555-9847

Vehicles

1	3	BAD789	Color	Make	Relationship
			BLU	FORD	On loan

Comments

User: sds Go forward in current settable OVR

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Police



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Communications



Fire



Corrections



Study crime trends and map jurisdictional activity

The Pin Mapping module provides agencies with accurate and timely data to analyze incidents and crime trends. When used with Spillman's Geographic Information System (GIS) technology and Law Records module, criminal investigations are supported with access to critical information for effective decision making, rapid deployment tactics, and prompt assessment.

Advantages

- Track activities, visualize trends, and analyze methods for reducing crime by plotting incidents on a pin map.
- Configure and save maps for reporting trends and other crime analysis data.
- Display high crime areas for statistical review and collaborate effectively between officers to share information.
- View spatial relationships between incidents and suspects, while accessing Spillman records for additional information and research.

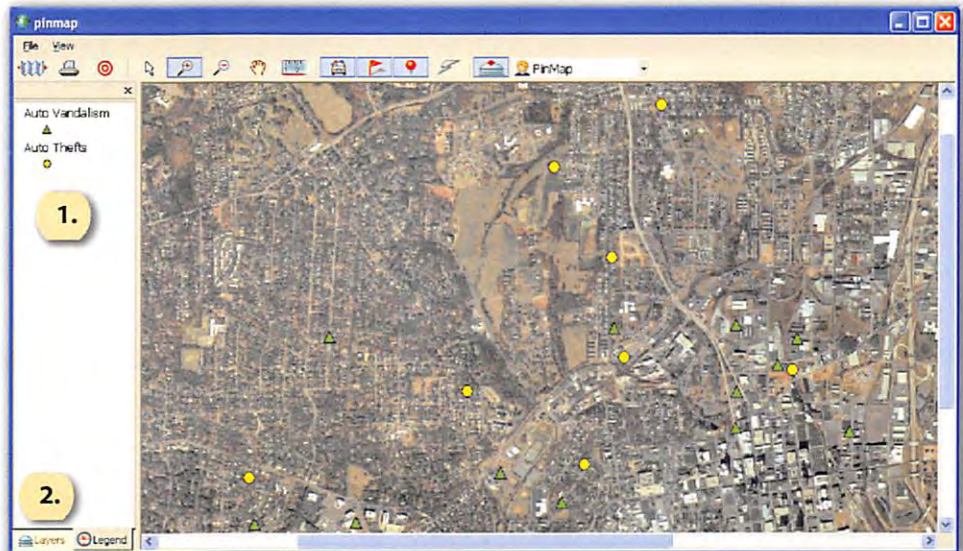
Key features

Efficient Analysis

The Pin Mapping module enables you to plot virtually any incident data on a pin map. Once mapped, you can access any piece of data, record, or a combination of fields from any point on the map to meet your investigative needs and enhance crime analysis.

Powerful Mapping Tools

A comprehensive toolbar allows you to view different map layers, change the color, size, and type of points, and even restrict or show all incidents on the map to identify trends. Spillman's GIS helps to ensure address consistency by allowing you to build a comprehensive database of street and address information.



1. Pin Options

Left-click on a pin symbol in the "Layers" tree view to customize the pin color, size, and symbol name. You can also change the color of map elements, such as street lines, map zones, and city boundaries.

2. Map Layers

View all map layers containing latitude and longitude coordinates for each data set plotted.

Pin Mapping

3. Toolbar Components

Use the pin mapping toolbar menu to print, zoom in and out, designate pin placement, and measure distance. You can also select the type of layer you want to view, such as Ortho, street, water, and fire.

4. Map Data

The legend view contains plotted data sets that are added to the pin map.

5. Map Configurations Menu

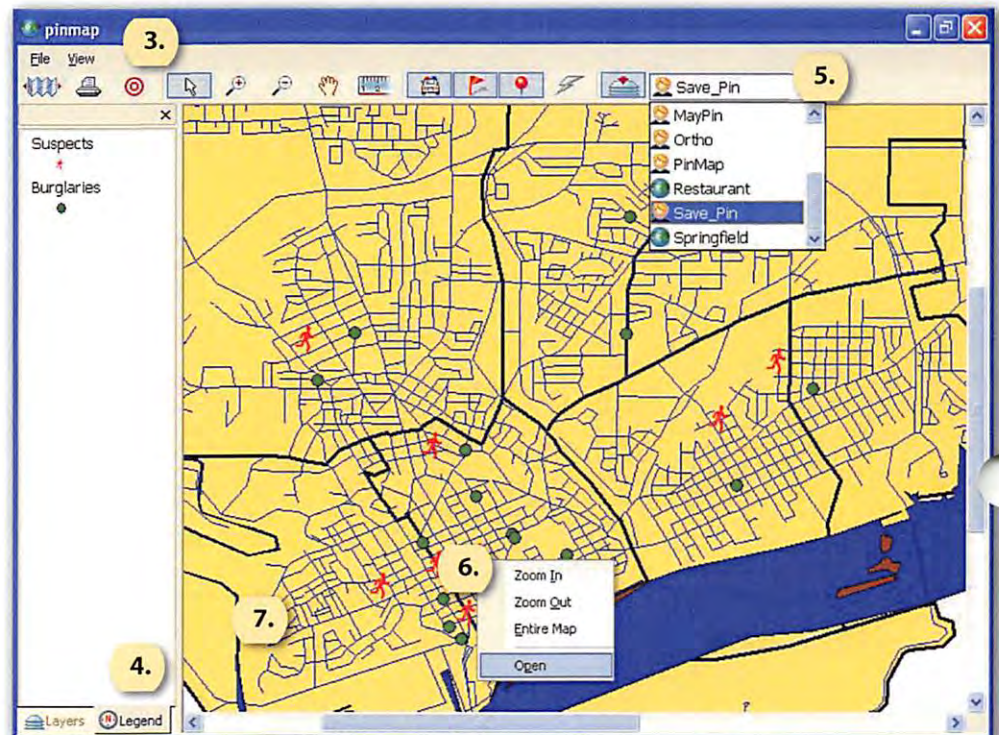
Customize and save various map configurations in a menu for later access or use in planning meetings and reports. The "Person" icon indicates a personal map configuration. The "Globe" icon indicates a public map configuration.

6. Records Access

Open a Spillman record from the map by right-clicking or double-clicking a pin icon.

7. Map Images & Scale

Pin maps can be saved as separate images to use in reports or presentations. Each map's scale adds a reference point for this purpose.



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Collect accident and citation data for thorough traffic investigations

The Traffic Information module delivers consistent, accurate data for shaping sound traffic safety policies and procedures. From the investigation of traffic accidents to tracking warnings and citations, the software monitors roadway activity and generates quantifiable reports for traffic management.

Advantages

- Monitor and improve traffic conditions with instant access to detailed accident information.
- Link an accident or citation record to any related vehicle or name record using the Visual Involvements® feature.
- Quickly retrieve information on victims and insurance companies.
- Promote quick, consistent, and accurate data entry using defined fields for citations, road and weather conditions, and offense codes.

Key features

Accident Information

Record the time and location of accidents occurring in your jurisdiction as well as any conditions, causes, and damages incurred. The software contains data fields that meet the Model Minimum Uniform Crash Criteria (MMUCC) standards, criteria that help you collect consistent, reliable accident data. This information allows you to identify traffic safety problems, establish goals and performance measurements, and monitor the progress of programs.

Citations and Warnings

Easily track traffic citations and warnings by accessing the offense, name information, and vehicle description. Full integration allows you to create a new name and vehicle record for a new contact, or automatically link to existing name and vehicle information while creating a citation or warning record. You can also track citation dispositions as well as bail and/or fine collections.

Traffic Reporting

An extensive traffic reports menu contains several preformatted reports that quickly turn your data into comprehensive information. You can view a full snapshot of warning and citation activity as well as identify accident trends using demographic analysis and accident summary reports.

Imaging Integration

Capture and archive high-quality digital photos from accident scenes. Utilizing Spillman's optional Imaging module, you can attach photos to any record for quick reference during an investigation. Print your images or copy and paste them in a report. Multiple images can be attached to each vehicle record.

Powerful Searching

Robust searching capabilities help you develop solutions to historical traffic problems. System integration allows you to search multiple record sources at once to receive detailed information on vehicles or persons involved with the same traffic accident or citation.

Accident Data

Enter comprehensive information on traffic accidents including date, time, location, severity, assigned officer, causes, total damage, speed, weather conditions, and related images.

acmain - 1499 VETERANS DR & COMMERCE ST, Springfield, ND Accident Table

File Edit Search Tools Help

Accident Invl Orig Use Files VehInv NamInv Roads Image(1)

Accident

Accident Number: 4 Address: 1499 VETERANS DR & COMME...
 Date: 01/03/09 City: Springfield
 Time: 19:56 State: ND Street address: 1499 VETERANS DR & COMMERCE ST
 Officer Assigned: J Woods Related Incident: 0111-0001
 Agency: SPD JEFFERSON COUNTY EMERGENCY Image:

Location

Locality Type: BUS Retail Business Intersection: CRC Traffic Circle
 Location Code: LS Law South Zone Nearest Landmark:

Events/Injuries/Damages

First Harmful Evt: FBR Fixed Object, Bridge F... People Killed: 0
 Event Location: OUT Outside Right-of-Way People Injured: 0
 Collision Type: 18 Fire Hydrant Total Damage: 1250.00
 Severity Code: 1 Property Damage Information Source: MOT Motorist

Circumstances & Conditions

Env Contrib Circ: 01 14 15 Road Surface: 01 Concrete
 Other Causes: 40 11 Road Character: 02 Straight, Grade
 Weather Condition: 03 Road Contrib Circ: 01
 Light Conditions: 01 Daylight Speed Limit: 45
 Traffic Control: 09 No Control Present Advised Speed: 35

Special Considerations

Near Construction: N School Bus Related: YDI Yes, School Bus Dir...
 Work Zone Type: Relation to Jct: IER Interchange, Entran...
 Workers Present: N

Comments

Names Involved: 185 Vehicles Involved: 22
 Mr. Fisk had poor brakes and coupled with snowfall, struck fire hydrant.

Approval Status: To: From: Date: History

User: dsnyder Search again to add records to current selection set INS Rec 1

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Review CAD data and evaluate your agency's response time using a customizable dashboard

The CAD Dashboard allows communication centers to consistently review their performance, enabling them to target resources, improve response times, and provide the best possible service to their communities. Using the dashboard, personnel can view the number of calls the center receives and track response times. Users can also view incidents on a Google Map™ and customize the dashboard to display specific call natures, date ranges, as well as their agency's name and badge.

Advantages

- View call nature and frequency.
- Compare response times to national standards.
- Monitor dispatch efficiency and determine where to make adjustments in staffing or training.
- Customize the dashboard with specific call natures, date ranges, and agency information.
- See calls on a Google Map.

Key Features

View Call Frequency

Spillman's CAD Dashboard allows you to view the nature and frequency of calls. Your agency can also use the dashboard to see how many calls occurred per day or per hour and compare call frequency and response time by week, month, quarter, or year.

Measure Efficiency

Using the dashboard, you can see how response times compare to department standards or to national standards set by the Association of Public-Safety Communications Officials (APCO) and the National Emergency Number Association (NENA). The dashboard enables you to see which dispatchers are meeting response time standards, allowing your agency to adjust staffing or schedule additional training to increase employee effectiveness.

Customizable Agency Information

Customize the CAD Dashboard module to meet your dispatch center's needs. The dashboard gives your agency complete control in determining what call natures are displayed and what date ranges are shown. You can also customize the appearance of the CAD Dashboard by adding your agency's name and badge.

Call Mapping

The CAD Dashboard enables you to view calls on a Google Map, allowing you to quickly determine which areas of your jurisdiction are generating the most calls for service and emergency response.

1. Using Spillman's CAD Dashboard module, you can compare the number of calls received during customizable time periods on a bar graph and view the number and type of calls received per day or per hour on a line graph.
2. The CAD Dashboard module is completely customizable, allowing you to select which date ranges and call nature types are shown.



2.

Date ID	Category	Type	Days	Period 1 Start	Period 1 End	Period 2 Start	Period 2 End	Created
1	30 Days		30					22-Aug-2011
2	60 Days		60					03-Sep-2011
3	Christmas			01-Dec-2010	31-Dec-2010	01-Dec-2011	31-Dec-2011	03-Sep-2011

Delete Selected Date(s)

Nature Group	Natures Used	Creation Date
Crimes	25	08-Sep-2011
EMS	54	08-Sep-2011
Fire	4	08-Sep-2011
Police	17	08-Sep-2011

Add Nature Group | ?



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Record evidence received and track a complete chain of custody

The Evidence Management module simplifies evidence tracking, allowing an agency to maintain a complete and accurate chain of custody for every piece of evidence received. The Evidence Management module records changes in the location, status, and custodian of evidence items, providing a detailed history from the time an agency receives an item until the release or disposal of the item.

Advantages

- Reduce duplicate entry by linking evidence records to appropriate name, vehicle, property, and law incident records previously entered in the Spillman system.
- Ensure accurate evidence management throughout the investigation cycle by scheduling regular status reviews of all evidence related to an incident.
- Track item location using interface capabilities for bar coding items and auditing evidence rooms.
- Permit only authorized users to view, add, or modify evidence records for enhanced security.

Key features

Seamless Integration

Link new evidence items within the Evidence Management module to the available owner, property, and vehicle information already stored in the Spillman system, eliminating duplicate entry for your personnel.

Complete Evidence History

Automatically track modifications to evidence records from the time your agency takes an item into custody, to lab analysis and court appearances, to the release or disposal of the item.

Evidence Reporting

Instantly run critical evidence reports such as the Case Closed Evidence report, which shows evidence custody for completed and closed cases. The Generate Bar Code List report allows you to create bar codes for any code table that has an abbreviation code and code description, and the Evidence Location Summary report shows the location of evidence including bar code ID number, evidence type, and incident number.

Detailed Evidence Data

Enter detailed information into the Evidence Management screen including property item, storage location, identification number, comments, and any activities associated with the item. You can also efficiently add, modify, and search for existing records within the screen.

Interface Features

With the optional Evidence Bar Code & Audit Interface, you can manage your evidence room in minutes, saving your agency hours of personnel time. Bar coding allows for simplified data entry, precise labeling, and hand-held auditing of storage locations. You can easily inventory and audit evidence using a handheld bar code reader to check data against the Evidence Management table for discrepancies in item location.

Evidence Management

1. Evidence Data

Enter and view ID number, agency, evidence type, incident number, item number, associated images, and important status information.

2. Item and Owner Information

View evidence item, brand, model, color, quantity, and other details. You can also view owner information such as owner number, name, and date of birth.

3. Chain of Custody

Access item description, comments, transaction, date, location, custodian, who from/to, and reasons for changes in custody.

evmain - 11 - Smith & Wesson Gun Evidence Management

File Edit Search Tools Help

Exit Srch Mod Add Clr Del View List Toll Prt Back Fwd

Evidence Management Invl Orig Use Files Review Scan Cust Hist Image(1)

1. ID Number: 11 Incident #: 0110-0006 Status: ACT Active
Agency: SPD Item #: 1 Status Date: 17:24:46 10/30/01
Evid Type: EVI Evidence Image: Review Date: 08/31/08

Related Prp: 9 Related Vehicle: Owner: 2
Evid - Item: Gun Evid - Yr: 0 Last: Anderson
2. Brand: Smith & Wesson Make: First: Jeffrey
Model: 66 Model: Mid: Lamont
Color: COM / Color: / DOB: 10/04/56

Quantity: 1.000 Local ID: EVI 081077
Measure: INV 7799
Serial #: 910294895 LAB ST9939

3. Description: S&W Model 66 .357 Handgun
Comments: Date: 12:09:55 08/31/05
Transaction: RTL Returned from Lab Who from/to: A Fitzwater Custodian: D Gordon Location: LOCKER 1
Reason: Returned from LAB

User: sds Go forward in current set/table OVR

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Capture, link, and share high-quality image files

The Imaging module enables agencies to create a searchable library of full-color, graphically rich digital images. Spillman Imaging is an easy-to-use, all-in-one application for importing, organizing, editing, and sharing digital photos. It connects seamlessly with other modules in the Spillman software, allowing agencies to do more with digital images. Mug shots, accident photos, and other images can be stored in multiple locations throughout the system and viewed by other users.

Key Features

Live Mugshot Capture

Control camera functions remotely through a live video feed. The video feed includes eye-level and face-width guidelines to help you take uniform mug shots. Images can be automatically cropped and stored in a format and size compatible with standards issued by the National Institute of Standards and Technology (NIST).

Lineups

Spillman Imaging makes it simple to create lineups based on the age or physical characteristics of a suspect. You can configure this feature to search for records of inmates who fall within a certain range for date of birth, as well as height, weight, and other physical characteristics. You also choose how many inmate images are displayed in each lineup.

Convenient File Capture

Spillman's File Capture feature allows you to quickly organize images and other files. You can easily add files to a record by dragging and dropping them onto the correct field. Move multiple files together, or capture files one-by-one. You can create an accompanying description for each file to allow others to easily identify its contents.

Data Security

Restrict availability to sensitive information while granting full access to other files. Spillman's File Capture feature allows you to lock specific files or hide them completely from users who do not have viewing privileges, and give specific users the ability to modify files.

File Description

Quickly access information about each file attached to a particular record. Spillman's File Capture feature allows you to enter the complete name of each file and create an accompanying description. Icons displayed on the record enable you to see what types of files are attached without opening them.

Intuitive Editing Features

With the Imaging module, you'll have access to several tools for enhancing and editing the quality of digital images. For example, if photos taken at an accident scene are less vivid than expected, whether too light or too dark, you can easily adjust brightness, sharpness, and contrast with the click of a button. You can also rotate and resize your images as needed.

Advantages

- Generate quick lineups by automatically searching for suspects within a preset range of characteristics.
- Attach images of people, vehicles, property, accidents, and evidence to records found throughout the Spillman system.
- Capture digital images using the application, or import existing images from a hard drive, scanner, or network.
- Maintain high-quality images for quick reference that are compatible with NIST standards.

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1. Image Capture

Easily capture images that meet precise mug shot dimensions.



2. Lineups

Create a lineup simply by selecting your suspect in the names database. The Lineups feature automatically uses the suspect's personal characteristics and searches for other name records that fall within the default criteria. You can broaden or restrict the criteria to easily expand or narrow the search.



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Track crucial data on premises, inspections, and chemicals

The Premises & HazMat module enables agencies to record extensive data on residential, commercial, or public lots within a jurisdiction. Emergency and law enforcement personnel can use this information to respond accurately to disasters or calls at unfamiliar sites. Personnel can also view hazardous chemical data from the CAMEO® Chemical and NOAA Hazardous Materials databases including first aid responses, recommended protective clothing, and proper chemical handling.

Advantages

- Improve personnel safety and increase efficiency in warning and evacuation operations.
- Expand agency capabilities for handling premises with hazardous materials on site.
- Access proximate population data to properly plan and execute rescue operations.
- Ensure officer safety with access to chemical data found in the National Oceanic and Atmospheric Administration database (NOAA).

Key Features

Maintaining Premises Data

Record detailed premises information about commercial, public, or residential properties in your jurisdiction including alarm types and locations, number of floors, responsible law, fire, and EMS agencies; and physical premises descriptions.

CAD and GIS Integration

With Spillman's GIS software and optional CAD module, the system verifies addresses as you enter the data into a CAD screen. As an address is verified, the software indicates whether a premises information record exists for that address.

Proximate Populations

Store information about populated premises that are near a potentially hazardous business or premises, such as a chemical plant or a toxic waste site. Within the proximate populations detail window you can record data including population name and type, maximum number of persons occupying the premises, population address, law, fire, and EMS areas, and business hours.

CAMEO® Chemical Database

To view hazardous chemical information, you can link the Premises & HazMat module to the CAMEO® Chemical Database. With this database, your agency can access data on thousands of chemicals obtained from the National Oceanic and Atmospheric Administration (NOAA). This database provides instructions for handling each chemical, first-aid responses, and recommended protective clothing.

HazMat Response

Within the NOAA database, you can view detailed information about safety responses to emergencies involving specific chemicals. Obtain information including the number assigned to a chemical by NOAA, a chemical's health hazard potential, flammability, level of reaction, natural physical state, burning tendencies, tactics to use and avoid while fighting a fire associated with a chemical, and first-aid procedures.

Dispatch Integration

If your agency has the optional CAMEO® database, dispatchers can access response information in order to brief officers or aid callers until emergency personnel arrive.

1. Premises Location and Contacts

View premises ID, common name, address, business name and type, contact name, relationship, and work phone.

2. Premises Details

Access additional premises data such as alarm types and location, number of floors, responsible law, fire, and EMS agencies, physical premises descriptions, and available images.

Hazardous Materials Response Data

Response Information:

NOAA: 1226

Health: 1 Flam: 3 React: 2 Special:

CAS Number: 25322014

3.

Description: Nitropropane is colorless oily flammable liquid with a

Properties: Flash Point: 96° (cc) (USCG, 1991)

Fire Hazard: COMBUSTIBLE. POISONOUS GASES ARE PRODUCED IN FIRE. Co

Health Hazards: CALL FOR MEDICAL AID. VAPOR: Irritating to eyes and

Fire Fighting: Do not extinguish fire unless flow can be stopped. Use

Non-Fire Response: Keep sparks, flames, and other sources of ignition away

Protective Clothing: Wear self-contained breathing apparatus and full protec

First Aid: If this chemical contacts the eyes, immediately wash th

Chemical Name: NITROPROPANE

Premises Information Table

Premises ID: 13 Hazard:

Common Name: Clock Tower Plaza

Address: 1400 EAST Spring Hollow ROAD

City: Springfield ST: MD Zip: 79134

1.

Businesses

Businesses	Type	Start Date	End Date
265 Straw Men Publishing, Business		07/01/04	/ /
266 Marlow Travel		01/01/89	/ /
267 U.S. Marines Recruiting Office		03/01/81	/ /

Contacts

Contacts	Relationship	Work Phone
68 Harrell, Andrew Mark	Manager	(256) 555-0388
178 Vinson, Jermaine	Assistant Manager	(234) 555-3412
145 White, Alicia	Maintenance Supe...	(256) 555-8284

2.

Alarms: INTR

Law Agency: SPD Springfield Police ... Type: RET Retail Store

Officer: Area:

Fire Dept: SPD Springfield Fire De... Floors: 2

Officer: GPM Req: 200

Description Detail

BR Best Route 200 North to 1400 East

WSL Water Supply Locatio Corner of 200 North and 1400 East

Comments:

User: smcullio Search for specific records OVR

3. HazMat Response

View crucial hazardous material information such as description, properties, fire and health hazards, necessary protective clothing, and first aid procedures.

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CAD mapping



► Locate units and calls on a jurisdictional map

The CAD Mapping module displays visual information about an area, including street names, major buildings, landmarks, police districts, and fire/EMS zones, on a map generated by a shape file of an agency's jurisdiction. CAD Mapping is fully integrated with Spillman's CAD and AVL Mapping modules, Geobase feature, and E-911 Interface. CAD Mapping gives agencies the power to locate units and call information from wireless devices and enables them to achieve Phase I and II compliance.

► advantages

- Improve efficiency when routing calls with convenient drag-and-drop features.
- Help officers and emergency personnel respond quickly using accurate call incident locations.
- Easily configure mapping displays and meet dispatching needs with a user-friendly design.
- Ensure that map information is current with frequent map updates.
- Get automatic map updates each time a dispatcher updates CAD call information.

► key features

► Customizable Features

Configure the CAD Mapping software to meet your needs. For example, you can center new calls on the map and change the color of map elements such as street lines and the map background. Your CAD map is automatically updated when you change the color scheme in CAD for labeling call and unit symbols. In addition, your CAD icons can be configured to display different units and calls.

► Mobile and Geobase Integration

With Spillman's Geobase feature, your CAD calls automatically appear on your jurisdictional map. When combined with the AVL Mapping module and a Global Positioning System (GPS), all units will be displayed in the correct location on your CAD Map.

► Easy-to-Use Mapping Toolbar

The CAD Mapping toolbar on the CAD Map screen allows you to quickly zoom in, zoom out, pan, display the entire map, and change map layer properties. When you position the mouse pointer over a toolbar button, a tool tip appears, reminding you of the button's function. You can also control the map from the CAD command line.

► Drag-and-Drop Dispatching

Dispatch a unit to a call directly from your agency's map by dragging the unit symbol over the call symbol, or vice versa. If you prefer using the keyboard, you can dispatch a call to a unit by entering the command into the CAD command line.

► Flexible Map Layers

Customize the CAD map by adding optional map layers such as street and city detail. For example, you can add a fire zone layer to display all fire zones in your jurisdiction.

► Accessible Call and Unit Data

Right-click on a call or unit symbol and select information you want to display such as Display Call or Unit Information screen. The call screen provides you with call number, nature, address, complainant, and assigned officers.

1. Mapping Toolbar

Use the toolbar to change map layer properties; locate, label and center addresses on the map; zoom in and zoom out; hide or show CAD calls and unit symbols; and print the map.

2. Call and Unit Information

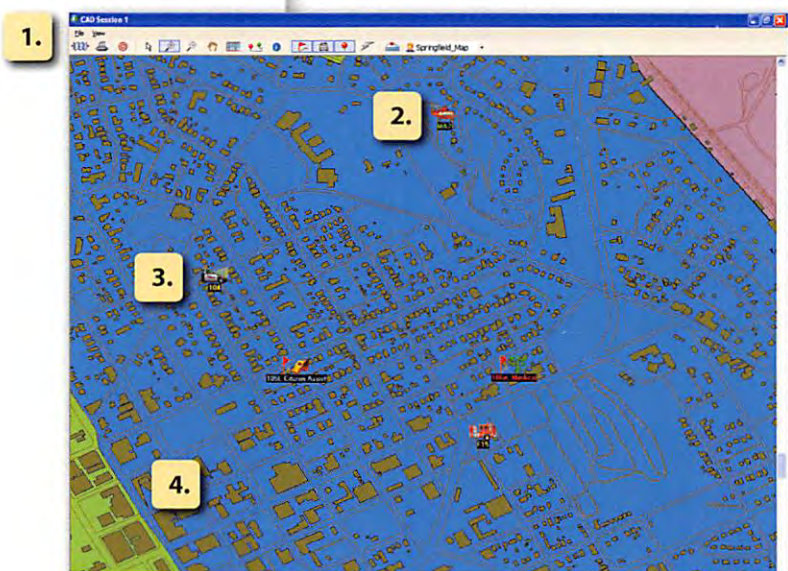
Right-click a call or unit to view information such as call number, call nature, address, cross streets, complainant, contact person, zone, incident number, and call and unit status.

3. Drag-and-Drop Dispatching

Simply drag a unit symbol over the call symbol, or vice versa, to dispatch a unit to a call. When the mouse button is released, the CAD dispatch screen appears.

4. Map Configuration

You can add as many layers as needed, center new calls on the map, and change the color of map elements such as street lines, map background, and street names.



► other dispatch modules

- | | |
|----------------------------|---------------------|
| ► CAD | ► Premises & HazMat |
| ► E-911 Interface | ► Response Plans |
| ► Alarm Tracking & Billing | ► Rip-n-Run |
| ► AVL Mapping | ► State Link |

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Spillman Technologies meets the individual needs of public safety professionals with a full suite of software solutions. The software is installed at more than 700 agencies nationwide.



records



dispatch



mobile



corrections



fire/EMS



resources



data sharing



Manage calls for single or multiple jurisdictions

Spillman's high-performance CAD module enables dispatch centers to access mission-critical information and effectively manage calls for single or multiple jurisdictions. Advanced features such as real-time call updates, unit responses, and automatic alerts on wanted persons and dangerous sites help ensure the safety of field personnel.

Advantages

- Protect lives and respond faster with instant access to integrated system data.
- Help ensure officer safety with automatic visual alerts that provide up-to-date information on criminal histories, warrants, and other dangers.
- Customize the dispatch screen environment with user-definable features and ease-of-use functionality that fit individual preferences.
- Maintain accurate records with agency-definable data entry protocols.
- Enhance dispatch capabilities with timesaving quick commands that streamline keystrokes and clicking.

Key features

Customized Screen Options

You can customize elements in the CAD status screen, including resizable display windows, column settings, toolbar buttons, CAD function keys, and color display options. While operating CAD, you can also eliminate distracting screen clutter by displaying only the calls that occur in areas you are responsible for. In addition, a view-only CAD status screen allows supervisors to monitor dispatch activities without adding, modifying, or deleting critical data.

Flexible User Functions

The CAD module is designed to suit both the novice dispatcher as well as the advanced user. As a beginner, you will easily adapt to the system by using familiar features, such as icons, dragging and dropping, and right clicking. Experienced dispatchers can simplify steps using the keyboard to operate the system from the command line.

Quick CAD Commands

Efficiently dispatch units, add calls, and search for data using the CAD command line. The CAD command line allows you to save precious time and remain capable of managing other calls and tasks. As you type, the CAD system provides cues to help you enter commands quickly and accurately.

Integrated Records Data

Once you enter data in the Spillman system, the data is instantly shared among all Spillman modules, simplifying data entry and eliminating duplicate records. From the command line, you can instantly query name, vehicle, property, and law incident records within the Law Records module, without exiting the CAD status screen. This integration also allows you to generate full, cross-referenced law, fire, and EMS incident reports. If your agency has the State Link module, you can query the NCIC and other databases.

Real-Time Status Alerts and Timers

Keep yourself apprised of all current call and unit activity with real-time status updates. The CAD status screen displays each active call and its status, along with the status of each unit. Receive audible and/or visual notification to take action on a call already dispatched or on a unit's status that has lapsed a specified time limit.