

EXHIBIT 2

Microsoft Consulting Services Work Order

<i>(For Microsoft Internal Purposes Only)</i> MCS (SLG WO Fixed-Price)- (Public Sector)	Work Order Number: DORV175-118516 135029
	Project Code: 7-MIFOXU6ZO
	Client ID: U6914902
	Client Type: Major
	Vertical Industry: State & Local Government/Education
	Customer Purchase Order Number:

This work order is made pursuant to the Microsoft Services Agreement #U6914902 (Florida State Contract Number 43230000-15-01, also referred to as Microsoft Premier Support and Consulting Services Agreement) (the "agreement") effective as of January 4, 2001, by and between the State of Florida Department of Management Services and Microsoft Corporation ("we" "us", or "our"), as amended. As an "Affiliate" of the State of Florida, Broward County Sheriff's Office is permitted to utilize the agreement and enter into Work Orders with us. Broward County Sheriff's Office is referred to as "you" in this Work Order. The terms of the agreement are incorporated herein by this reference. Any terms not otherwise defined herein will assume the meanings set forth in the agreement. This work order is comprised of this cover page and the work order terms below, which are incorporated herein by this reference.

<i>Customer Invoice Information</i>			
Name of Customer	Broward County Sheriff's Office	A/P Contact Name (This person receives invoices under this work order.) Carin Koplovitz	
Street Address	2601 West Broward Blvd.	Contact E-mail Address	Carin.Koplovitz@sherrif.org
City	Fort Lauderdale	State/Province	Phone
		FL	
Country	USA	Postal Code	Fax
		33312	
<i>Invoicing</i>			
We will invoice you according to our fiscal monthly billing schedule for services performed and expenses incurred during the previous period. Our invoices for payment will be directed to your representative for payment at the address shown above.			
Source to confirm Per Diem limits – hotel, rental car, meals, etc. (if applicable):			
Contact Name:	Contact E-mail address:	Contact phone No.:	
Web site address:			
<i>Period of Performance</i>			
Services under this work order will commence on or around the Effective Date herein. This work order will expire on May 9, 2018 . In order for us to continue work after the expiration date, you and we must agree in writing to a new work order or an amendment to this work order identifying the new expiration date and any other terms upon which you and we agree.			
Payments to Microsoft should be made to the following, include reference to our invoice number:			

By Check: Microsoft Enterprise Services, P.O. Box 844510, Dallas, TX 75284-4510, or if by overnight delivery, Microsoft Enterprise Services, Lockbox #844510, 1401 Elm Street, Fifth Floor, Dallas, TX 75202
 By Wire: Microsoft Enterprise Services #844510, Acct 3750825354/ ABA#0260-0959-3, Bank of America, N.A.
 By ACH: Microsoft Enterprise Services, Acct#3750825354/ ABA#11100001-2, Bank of America, N.A.

Attachments required with Invoice (Status Reports/Time /Expense Breakouts, Other):

Place of Performance/Project Point of Contact(Customer Satisfaction Contact)

Name of Customer	Same as above	Project leader (This person is your point of contact for all service-related matters under this work order.)	
Street Address		Contact	E-mail Address
City	State/Province	Phone	
Country	USA	Postal Code	Fax

By signing below the parties acknowledge and agree to be bound to the terms of the agreement and this work order.

<i>Customer</i>	<i>Microsoft Affiliate</i>
Name of Customer (please print) Broward County Sheriff's Office	Name Microsoft Corporation
Signature	Signature
Name of person signing (please print)	Name of person signing (please print) David T. Gallagher
Title of person signing (please print)	Title of person signing (please print) Director of Contracts
Signature date	Effective Date

1. **Scope of services.** We will perform for you, the services described in the attached Statement of Work entitled, "Jail Analytics Phase 2" ("SOW"). "Service deliverables" means computer code and related materials, other than fixes, we provide to you when performing services. The acceptance process that applies to the services is set forth in Section 8 below. Most of the services will be performed at the place of performance identified on the cover page or at such other facility as you specify in writing. Some services may be performed off-site at our facilities. All off-site services will be coordinated with your project leader for the services. Services performed off-site typically include activities not requiring direct communication with or participation from the customer such as: documentation, internal discussions with Microsoft resources, etc. Such services will be directly related to this scope and the defined deliverables.

See Attached SOW

2. **Customer responsibilities.**

- a. **General.** In addition to your obligations set forth in the agreement and elsewhere in this work order, you will provide the following, at your expense:

- (1) access to and the right to use your facilities reasonably necessary for us to perform the services, including office space, telephones, internet access, computing systems and other IT infrastructure;
- (2) access to and copies of relevant technical information or other project related information that is timely, current, accurate, and complete;
- (3) provision of all your and third party products or services with all necessary consents and licenses for us to use under this work order which are not specifically identified in this work order as being provided by us but which are necessary for successful delivery of the services;
- (4) access to and sufficient time with your technical, management and other personnel necessary for our performance of the services;
- (5) systems or programs upon which the service deliverables depend that do not change during the term of this work order (except as may be agreed to in a change order); and
- (6) any other responsibilities or duties that are generally a customer's responsibility in similar engagements; and
- (7) all commercial product that is necessary for use of the service deliverable.

- b. **Reliance on instructions.** In performing our obligations under this work order, we will rely upon any instructions, authorizations, approvals or other information provided to us by your project leader or by any other personnel identified by your project leader.

3. **Assumptions and dependencies.** In addition to any assumptions and dependencies set forth in the agreement and elsewhere in this work order, our ability to perform is based on the following assumptions and dependencies: (1) the working hours of this project will be between 8:00 AM and 6:00 PM Monday through Friday, except for scheduled holidays of your facility; (2) conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this work order may affect scope, schedule, services deliverables, and fees; and (3) any dates and terms of delivery set out in this work order are based on the information available to us as of the date of this work order.

4. **Project management.** Each party shall appoint and identify to the other party a project manager who shall be the person responsible on behalf of such party for the administration of this work order. Each party agrees to provide written notice to the other party if a successor project manager is subsequently appointed. The project managers or any other necessary personnel will meet as needed. The project managers and any successors will have the authority to make decisions with respect to actions to be taken under this work order and provide technical direction to us in performing the services.

5. **Fees.** You will pay the fixed fee price as set forth below. The fixed fee does not include fees for products and expenses shall be billed as actuals. We will invoice you the fixed fee on a milestone

basis according to the estimated milestone schedule listed below. Unless otherwise specified in the invoice, you will pay us within thirty (30) calendar days of the date of our invoice.

Fixed Fee Breakout Invoicing Schedule

Date	Milestone	Invoice Amount
11/7/2017	Functional Specification Document Accepted	\$123,669.76
3/6/2018	Remediated Code Base Accepted	\$123,669.76
	Total Amount to be Invoiced	\$247,339.52

6. **Commencement date.** Services under this work order will begin on or around the Effective Date. The expiration date of this work order is **May 9, 2018**, or such later date as the work contemplated by this work order has been completed.

7. **Ownership and license.**

- a. **Products and fixes.** All products, related solutions and fixes provided under a statement of services will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. You are responsible for paying any licensing fees associated with products.
- b. **Pre-existing work.** All pre-existing work will remain the sole property of the party providing the pre-existing work. During the performance of services, each party grants to the other (and our contractors as necessary) a temporary, non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services.

Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, we grant you a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) our pre-existing work in the form delivered to you as part of the service deliverables only for your internal business operations.

The perpetual license to our pre-existing work that we leave to you at the conclusion of our performance of the services is conditioned upon your compliance with the terms of this agreement and the applicable statement of services.

- c. **Developments.** Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full we grant you joint ownership in the developments. You agree to exercise your rights for your internal business operations only and you will not resell or distribute the developments to any third party. Each party shall be the sole owner of any modifications that it makes based upon the developments.
- d. **Affiliates rights and sublicensing to affiliates.** Except as may be otherwise explicitly agreed to in a statement of services, you may sublicense the rights to the service deliverables granted hereunder to your affiliates, but you or your affiliates may not further sublicense these rights.

Any sublicensing of the service deliverables to your affiliates, if permitted, must be consistent with the license terms in this agreement or in any statement of services.

- e. **Open source license restrictions.** Because certain third party software is subject to open source license terms, the license rights that each party has granted to any computer code (or any intellectual property associated therewith) do not include any license, right, power or authority to incorporate, modify, combine and/or distribute that computer code with any other computer code in a manner which would subject the other's computer code to open source license terms. Furthermore, each party warrants that it will not provide or give to the other party computer code that is governed by open source license terms.
- f. **Reservation of Rights.** All rights not expressly granted in this section are reserved.

8. **Acceptance of service deliverables.**

See Section 2.3 (Service Deliverable Acceptance Process) of the SOW.

- 9. **Cure process.** If a list of non-conformances is issued, we will notify you, in writing, of our concurrence or objections within ten (10) days of receipt of such list. We will have a commercially reasonable time to cure all agreed non-conformances. Within ten (10) days following the delivery of our notice that the non-conformances have been corrected, you will (i) issue us a written notice of acceptance, or (ii) if you do not concur, the project managers shall work together in good faith to resolve the dispute, with escalation to senior management for each party as necessary. If the dispute is not resolved within ten (10) days, the parties may agree to use non-binding, third-party mediation to help resolve such dispute(s). We are not obligated to provide any services until the dispute is resolved and will not be liable for any resulting delay. The project schedule will be adjusted accordingly in the event a dispute causes a delay.
- 10. **Warranty for service deliverables.** We warrant that the service deliverables will materially conform to the functional specifications, if any, at the time of your acceptance and for a period of sixty (60) days thereafter, provided you notify us in writing of any non-conformance within the sixty (60) day period. As our sole obligation and your exclusive remedy for breach of this warranty, we will, at our option, correct any material non-conformance in the service deliverables reported by you within the warranty period or refund the fees you paid us for the non-conforming service deliverables. If we investigate the claimed non-conformance and determine that the service deliverables conform, you will pay us for such investigative services at our then current published standard hourly rates. This warranty shall not apply if (i) the system(s) on which the service deliverables depend, is modified by you or a third party; (ii) is used improperly or (iii) if non-conformance is due to causes external to the services deliverable(s).
- 11. **Termination charges.** If we exercise our right to terminate this work order due to your material breach or default, or you terminate this work order without cause, your obligation to pay us for services performed and expenses incurred prior to termination shall include the following:
 - a. any amounts previously invoiced but unpaid; and
 - b. fees for services performed through the termination date which have not been invoiced at our then current published hourly rate(s); and
 - c. any and all subcontract cancellation and/or termination charges incurred by us, including the cost of third party products and services furnished to us but not delivered to you as of the date of termination; and
 - d. full hourly rates for our and our subcontractor personnel for sixty (60) days following the effective date of termination; provided, however, if we reassign the employees during the sixty-(60) day period the amount owed by you shall be reduced by a pro rata amount.

12. **Change order process.**

Please refer to Section 2.4.3 (Change Management Process) of the SOW for the description

of the Change Order/Management Process.

13. **Cost and pricing data.** We will not, under any circumstances, accept work that would require the submission of cost and pricing data.