

SYSTEM AND SERVICES AGREEMENT BETWEEN BROWARD COUNTY AND REPLAY SYSTEMS, INC.

This System and Services Agreement (the "Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Replay Systems, Inc., a Florida corporation ("Replay" or "Provider") (collectively, County and Provider are referred to as the "Parties").

RECITALS

A. An Assignment, Delegation, and Release Agreement, dated June 17, 2013 ("Assignment"), assigned the Maintenance Agreement and the Digital Voice Agreement (as defined in the Assignment and, collectively, the "Replay Agreements") between Provider and the Broward Sheriff's Office ("BSO") from BSO to County.

B. As contemplated under the Assignment, the Parties clarified the rights of BSO and other municipalities within Broward County, including but not limited to the municipalities hosting Public Safety Answer Point ("PSAP") locations, under the Replay Agreements.

C. County wishes to implement a Quality Assurance ("QA")/Quality Improvement ("QI") program offered by Provider within County's PSAPs. Further, County wishes to upgrade its existing Voice Recording System ("VRS") servers, currently supported by Provider, to replace end-of-life hardware and software.

D. The Parties wish to consolidate under this Agreement all services provided by Provider through the Replay Agreements and the Assignment and utilize this Agreement to replace all prior agreements between the Parties for all services to be provided by Provider for County.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Board. The Board of County Commissioners of Broward County, Florida.

1.2 Business hours or business day. 7 a.m. to 7 p.m. Eastern Time during weekdays that are not County holidays and on which County has not otherwise declared its offices closed.

1.3 Contract Administrator. Director, Office of Regional Communications and Technology, or such person's successor as designated by County in writing.

1.4 Documentation. All manuals, user documentation, specifications, and other related materials pertaining to the System and other hardware and software that Provider customarily furnishes to purchasers of the System.

1.5 Equipment. The hardware and other property identified in Exhibit A and Exhibit A-2, being provided to County by Provider or supported by Provider pursuant to this Agreement, including Replay Systems, Inc. System Services Agreement

any embedded software and firmware incorporated therein or customarily provided by Provider to purchasers of the Equipment.

1.6 Purchasing Director. The Broward County Purchasing Director as appointed by the Broward County Administrator.

1.7 Services. All required installation, integration, programming, configuration, customization, and enhancements of the System, together with necessary and appropriate consulting, training, and project management services, to meet County's ongoing needs in connection with the System, as further specified in Exhibit A.

1.8 Software. All proprietary or third-party software or other intellectual property, including the Documentation for same, provided or licensed to County or third party users, or supported by Provider, pursuant to this Agreement or previously provided or licensed to County by Provider under the Assignment or Replay Agreements, including the computer programs (in machine readable object code form) listed in Exhibit A and Exhibit A-1, and any subsequent updates, upgrades, releases, or enhancements thereto developed by Provider during the term of this Agreement.

1.9 Support and Maintenance Services. The maintenance and support required to maintain optimal performance of the System as described in the Documentation and Exhibit C, as well as the support and maintenance services required for County to achieve and maintain optimal performance of the System.

1.10 System. The Software, Equipment, and other property identified in Exhibit A, Exhibit A-1, and Exhibit A-2 being provided to County or supported by Provider pursuant to this Agreement.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A	Statement of Work
Exhibit A-1	Existing Software
Exhibit A-2	Existing Equipment
Exhibit B	Payment Schedule
Exhibit B-1	Pricing Sheet
Exhibit C	Support and Maintenance Services
Exhibit D	Insurance Requirements
Exhibit E	Work Authorization Form
Exhibit F	Replay Access Agreement for Municipalities
Exhibit G	Escrow Agreement

If there is a conflict or inconsistency between any provision contained in Articles 1 - 14 and any provision contained in any of the Exhibits, the provision of Articles 1 - 14 shall prevail and be given effect unless expressly stated to the contrary.

ARTICLE 3. SCOPE OF SERVICES & SOFTWARE LICENSE

3.1 Scope of Services. Provider shall complete all Services required in this Agreement inclusive of the Exhibits. Unless stated otherwise in this Agreement, the work required of Provider includes all labor, materials, and tasks, whether or not enumerated in the Agreement, that are such an inseparable part of the work expressly stated in the Agreement that exclusion thereof would render Provider's performance impractical, illogical, or unconscionable.

3.2 Support and Maintenance Services. For so long as requested by County, Provider shall provide Support and Maintenance Services to ensure the proper functioning and optimal performance of the System as set forth in the Documentation pursuant to the terms of Exhibit C. Support and Maintenance Services shall be invoiced and paid in accordance with the Payment Schedule set forth in Exhibit B.

3.2.1 Updates, Upgrades, and Releases. For the duration of this Agreement, Provider shall promptly provide to County, with advance notice and at no additional cost, any and all updates (including error corrections, bug fixes, security updates, and patches), upgrades, or new releases to the Software (as well as any firmware included with the Equipment), including all that Provider has made available to other licensees of all or part of the Software licensed pursuant to this Agreement. All such updates, upgrades, and new releases shall remain the sole property of Provider and shall be deemed to be included within the scope of the license granted under this Agreement. Provider shall implement NICE's Command Center as a no cost upgrade to County, inclusive of any installation or professional services fees, subject to County implementing NICE's Command Center within 12 months from the date Provider notifies County in writing that the NICE Command Center is available and County transitioning all required Voice Print International ("VPI") legacy licenses, as determined in the sole discretion of the Contract Administrator, to NICE licenses, which may be effected as Optional Services under this Agreement. NICE Command Center is a separate platform, provided by third party NICE Ltd., which offers substantially similar functionality as the existing VPI Command Center used by County, and which software Provider shall make available to County under the terms and conditions of this Agreement. Upon transition to the NICE Command Center, County must transition all VPI legacy licenses to NICE licenses. There shall be no associated increase in Support and Maintenance fees during or as a result of County's transition to the NICE Command Center. The cost to transition all VPI legacy licenses to NICE licenses is outlined in Exhibit B.

3.2.2 Compatibility. For the full term of this Agreement, Provider will take all reasonable measures to ensure the continued compatibility of the Software and System with all major releases, updates, or upgrades of any third party software used by County for access or operation of the System. Provider shall provide a road map to County outlining Provider's implementation of major releases, updates, or upgrades of any third party software into the System. In the event Provider is not be able to support any third party software update, upgrade, or new release that is not backwards compatible with the Software or System, Provider shall use all reasonable efforts to resolve such issues and to provide optimal functionality of the Software and System in accordance with this Agreement. If Provider is unable to provide continued optimal functionality

of the Software and System in accordance with this Agreement due to any third party software release, update, or upgrade, County shall be entitled to terminate the Agreement upon written notice with no further obligation to Provider.

3.2.3 Software Enhancements or Modifications. If requested by County, Provider shall incorporate certain custom configurations designed by County into the licensed Software, and the source code for those features and enhancements shall be provided to and be the property of County. Any such request shall be formalized into a Statement of Work that shall define in detail the services to be performed, the financial terms, and the proposed project staffing and schedule. Any such Statement of Work shall be incorporated into a Work Authorization, to the extent permitted by Section 3.4 below, or an amendment to this Agreement.

3.3 License. Provider grants to County a perpetual, royalty-free, nonexclusive license to the Software and System, including to any software embedded in or provided with the Equipment, with no geographical limitations, for the number of users outlined in Exhibit A and Exhibit A-1. This license grant is for use solely for County governmental and business purposes, including on- and off-site access and use of the Software and System by authorized third party users identified by County, including without limitation any municipalities in Broward County and those persons or entities with which County may contract to operate the System or components thereof, and for the benefit of and use by all governmental entities within County, including the offices of the County constitutional officers. The duration of the licenses is coterminous with the time period County requests Support and Maintenance Services under this Agreement. BSO and any municipality within Broward County that accesses or uses the Software shall be bound by the terms and conditions of this Agreement; County shall ensure that each such entity is required to access or utilize the Software only in accordance with the terms of this Agreement, including for any municipality through the execution of the Replay Access Agreement, attached hereto as Exhibit F, a copy of which shall be provided to Provider. The Contract Administrator is authorized to execute the Replay Access Agreement on behalf of County.

3.3.1 Authorized Users and Additional Licenses. Unless otherwise stated in Exhibit A (Statement of Work), County and any of its employees, agents, suppliers of services, or other authorized third party users identified by County shall have the right to concurrently operate and use the System for County governmental or business purpose. If anything less than unlimited, concurrent use is expressly provided under this Agreement and additional licenses may be required, County's Purchasing Director is authorized to execute a Work Authorization (Exhibit E) to purchase additional licenses for the fee specified in Exhibit B (Payment Schedule).

3.3.2 Additional Uses. County may, if required by reason of an emergency, disaster, or operational need, or for testing of recovery resources, temporarily use the Software on recovery resources at no additional cost, including recovery resources that may not be owned by County. County may, at no additional cost, copy the Software for backup and archiving purposes for the purposes of support or maintenance by County. So long as County purchases Support and Maintenance Services, County may, at no additional cost, utilize a hosted environment, including

without limitation through a third-party hosting provider, for all otherwise permitted uses of the Software.

3.3.3 Prohibited Uses. Except as otherwise provided in this Agreement or required under Florida law, County shall not reproduce, publish, or license the Software to others. County shall not modify, reverse engineer, disassemble, or decompile the Software or any portion thereof, except (a) to the extent expressly authorized in Exhibit A, in which event such authorized actions shall be deemed within the license grant of Section 3.3, or (b) to the extent permitted under any applicable open source license.

3.4 Change of Scope Procedures. Provider acknowledges that Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Agreement except as expressly provided herein. To the extent any goods or services under this Agreement, or the quantity thereof, are optional ("Optional Services"), County may select the type, amount, and timing of such goods or services pursuant to a Work Authorization (Exhibit E) executed by Provider and County pursuant to this section, and provided that no such selection, when combined with those goods or services required under the Agreement, would result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in the Agreement, Work Authorizations for Optional Services pursuant to this section shall be executed on behalf of County as follows: the Contract Administrator may execute Work Authorizations for which the total cost to County in the aggregate is less than \$50,000.00; the Purchasing Director may execute Work Authorizations for which the total cost to the County in the aggregate is within the Purchasing Director's delegated authority; and any Work Authorizations above the County's Purchasing Director delegated authority shall require Board approval. Subsequent to the full execution of any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. Provider shall not commence work on any Work Authorization until after receipt of the applicable Notice to Proceed. Provider's local technicians shall, at the request by County, provide any moves, adds, or changes ("MAC") as requested by County via a purchase order, subject to the limitations outlined in this Agreement. Provider shall utilize regular technician hours at the hourly rate set forth in Exhibit B for any MAC requests.

3.5 Contract Administrator Authority. Unless otherwise expressly stated herein or in the applicable Procurement Code, Broward County Code of Ordinances, or the Broward County Administrative Code, the Contract Administrator may act on behalf of County to exercise the authority and powers of County under this Agreement.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1 Term. The Agreement shall become effective on the date it is fully executed by the Parties (the "Effective Date"). The initial term of the Agreement shall run from the Effective Date through October 31, 2020 (the "Initial Term").

4.2 Extensions. County shall have the option to renew this Agreement for three (3) additional one (1) year terms by sending notice of renewal to Provider at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise this renewal option. In the event that unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an extension not practicable or if no extension is available and expiration of this Agreement would result in a gap in the provision of services necessary for the ongoing operations of the County, then this Agreement may be extended on the same terms and conditions by the Purchasing Director for period(s) not to exceed six (6) months in the aggregate provided that any such extension is within the authority of the Purchasing Director or otherwise authorized by the Board.

4.3 Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year shall be subject to both the appropriation and the availability of funds, in accordance with Chapter 129, Florida Statutes.

4.4 Delivery. Provider shall deliver the Equipment and Documentation via inside delivery to County within fifteen (15) days after the Effective Date at the address provided by County. Transportation cost and risk, and the cost of delivery (including lift gate services and depalletization), assembly and installation, including any applicable taxes, and all actions necessary to integrate the Equipment into County's existing system, shall be the responsibility of Provider, except to the extent (if any) expressly provided in Exhibit A.

4.5 Timetable. County shall have the option to terminate the Agreement by written notice from its Contract Administrator upon the occurrence of any of the following: (i) if the VRS upgrade fails to achieve preliminary acceptance within two (2) months after the Effective Date; if the QA/QI program fails to achieve preliminary acceptance within five (5) months after the Effective Date; or if the System fails to achieve Final Acceptance within six (6) months after the Effective Date. In any such event, Provider shall, within fifteen (15) days, pick up all Software and Hardware identified in Exhibit A only, at Provider's expense and reimburse all sums paid by County under this Agreement, if any. For purposes of this paragraph, any delays caused by County prior to Final Acceptance shall extend the Final Acceptance deadline by the same number of days as the delay caused by County.

4.6 Time is of the essence for all performance required under this Agreement.

ARTICLE 5. COMPENSATION

5.1 For the duration of the Agreement, County will pay Provider in accordance with Exhibit B up to the following maximum amount(s):

Services/Goods	Term	Not-To-Exceed Amount
Equipment, Software, System, and Services per Exhibit A	Initial Term	\$515,000.00
QA Evaluations	Initial Term	\$1,296,000.00

Services/Goods	Term	Not-To-Exceed Amount
	Each 1 year renewal term	\$648,000.00
	Total for all renewal terms	\$1,944,000.00
Support and Maintenance Services per Exhibit C	Initial Term	\$465,000.00
	Each 1 year renewal term	\$385,000.00
	Total for all renewal terms	\$1,155,000.00
Optional Services	Duration of the Agreement (inclusive of any renewals)	\$1,200,000.00
Moves, Adds, or Changes (MAC) hours	Duration of the Agreement	\$250,000.00
TOTAL NOT TO EXCEED		\$6,825,000.00

Payment shall be made only for work actually performed and completed pursuant to this Agreement or as otherwise set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Provider as full compensation for all such work. Provider acknowledges that the amounts set forth herein are the maximum amounts payable for the respective terms and constitute a limitation upon County's obligation to compensate Provider for its work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Provider's obligation to perform all items of work required under this Agreement. Unless otherwise expressly stated in this Agreement, Provider shall not be reimbursed for any expenses it incurs under this Agreement.

5.2 Method of Billing and Payment

5.2.1 Invoices. Provider may submit invoices only for goods provided and services completed in accordance with the Payment Schedule set forth in Exhibit B. Unless otherwise indicated in Exhibit B, an original plus one copy of each invoice must be submitted within fifteen (15) days after the end of the month for which payment is sought, except that the final invoice must be submitted no later than sixty (60) days after all services are completed. Unless otherwise stated in Exhibit B or the applicable Work Authorization, any Optional Services shall be invoiced in accordance with the existing invoicing schedule for any like goods or services provided under this Agreement, including (if applicable) invoiced pro rata for the initial invoice period.

5.2.2 Payments. County shall pay Provider within thirty (30) days of receipt of Provider's proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49). Payment shall be made to Provider at the most recent address designated under the "Notices" provision of this Agreement. To be deemed proper, an invoice must comply with all requirements set forth in this Agreement and must be submitted pursuant to any instructions prescribed by the Contract Administrator. County shall have the right to withhold payment of the invoice based on Provider's failure to comply with any term, condition, or requirement of this Agreement. The Parties hereto agree that any amounts so withheld shall not be subject to payment of any interest by County.

5.2.3 Unless a shorter period is required under applicable law or under the applicable contract, Provider shall pay its Certified Business Entity ("CBE") subcontractors and suppliers within fifteen (15) days following receipt of payment from County and shall pay all other subcontractors and suppliers within thirty (30) days following receipt of payment from County.

5.3 Travel. With respect to travel costs and travel-related expenses, Provider agrees to adhere to Section 112.061, Florida Statutes, except to the extent, if any, that Exhibit B expressly provides to the contrary. County shall not be liable for any such expenses that have not been approved in advance, in writing, by County.

5.4 Fixed Pricing. Prices set forth in Exhibit B shall remain firm and fixed for the term of the Agreement, including any optional terms. However, Provider may offer incentive or volume discounts to County at any time.

ARTICLE 6. WARRANTIES

6.1 Ownership and License Rights. Provider represents and warrants that it has the right to sell Equipment and other property being sold to County under this Agreement, and that such sale is free and clear of any lien or interest of any other person or entity. Provider further represents and warrants that it has the right to grant to County the rights and the licenses granted under this Agreement as to the Software and System. Provider warrants that it has not knowingly granted rights or licenses to any other person or entity that would restrict rights and licenses granted hereunder, except as may be expressly stated herein.

6.2 System Warranty. For the full term of this Agreement, Provider represents and warrants to County that the Software and System will perform substantially as described in the Documentation and in the Statement of Work (Exhibit A). This warranty does not cover any failure of the Software or System resulting from: (a) use of the System in a manner other than that for which it was intended; (b) any modification of the Software or System by County that is not intended or authorized by Provider; or (c) County's provision of improperly formatted data to be processed through the System.

6.3 Equipment Warranty. Provider represents and warrants to County that for a period of one (1) year from the date of Final Acceptance, the Equipment will perform substantially as described in the Documentation and the Statement of Work (Exhibit A), will be free from defects in workmanship and material, and will have all of the qualities and features and be capable of performing all of the functions described in the Documentation and Statement of Work. This warranty shall not cover any failure of the Equipment resulting from (a) use of the Equipment in a manner other than that for which it was intended, or (b) modification of the Equipment by County not authorized by Provider.

6.4 Warranty Regarding Viruses and PCI Compliance. Provider further represents, warrants, and agrees that the System and any software or firmware provided under this Agreement are free from currently-known viruses or malicious software (at the time the System and any

subsequent version thereof is provided to County), and that Provider has and will continue, for the full term of this Agreement, to use commercially reasonable security measures to ensure the integrity of such software and firmware from data leaks, hackers, denial of service attacks, and other unauthorized intrusions. If the System will accept, transmit, or store any credit cardholder data, Provider represents and warrants that the System complies with the most recent of the Security Standards Council's Payment Card Industry ("PCI") Payment Application Data Security Standard.

6.5 Intellectual Property Warranty. Provider represents and warrants that at the time of entering into this Agreement, no claims have been asserted against Provider (whether or not any action or proceeding has been brought) that allege that any part of the System or other property provided to County under this Agreement infringes or misappropriates any patent, copyright, mask copyright, or any trade secret or other intellectual or proprietary right of a third party, and that Provider is unaware of any such potential claim. Provider also agrees, represents, and warrants that the System (or any portion thereof) and services to be provided pursuant to this Agreement will not infringe or misappropriate any patent, copyright, mask copyright, or any trade secret or other intellectual or proprietary right of a third party.

6.6 Quality of Performance and Materials. Provider represents and warrants that all Services provided under this Agreement will be performed by a person duly qualified and sufficiently experienced to perform such services and, where required, licensed by all appropriate governmental authorities in the applicable area(s). Provider agrees that all Services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall meet or exceed prevailing industry and professional standards for such services. Provider represents and warrants that all materials, Equipment, and products furnished pursuant to this Agreement shall be of good quality and free from defective or inferior workmanship; any items found not to be in conformance with the foregoing and with the Documentation or applicable specifications (if any) in Exhibit A shall be replaced by Provider at no additional cost to County. If requested by County's Contract Administrator, Provider shall develop and utilize a quality assurance plan approved by County to ensure the appropriate quality of the work and materials provided under this Agreement.

6.7 Remedy for Breach of Warranty. In the event of written notice from County of a breach of warranty, Provider shall, at no charge to County, promptly correct the warranty breach including, when required, by (a) correcting or updating the Software, (b) correcting or replacing the affected Equipment, or (c) providing to County other measures that correct the breach. In addition, upon notice from County of any warranty breach or other error or defect in the System, Provider will immediately provide to County any known reasonable methods of operating the System in a manner that eliminates the adverse effects of the error or defect. If Provider is unable to correct a material breach of this article within a reasonable period of time not to exceed ten (10) business days, County shall be entitled to cancel the Agreement and receive a full refund of all amounts paid to Provider, Provider shall arrange for the return of the Equipment at Provider's expense, and neither party shall have any further obligation under the Agreement except as to any provision that expressly survives the Agreement's termination or expiration. In the event of

replacement of any of the Software or Equipment, the Software or Equipment as replaced will be warranted as provided above from the date of installation. The remedies in this section are in addition to any other rights and remedies County may have under this Agreement or applicable law.

ARTICLE 7. DELIVERY, TESTING AND ACCEPTANCE

7.1 Software. Unless otherwise stated in Exhibit A, Provider shall, within fifteen (15) days after the Effective Date, make the Software available to County and deliver to County a master copy of the Software licensed hereunder in object code form, suitable for reproduction in accordance with this Agreement, in electronic files unless otherwise requested by County. All County license keys, usernames, and passwords shall be authenticated by Provider and perform according to Exhibit A (Statement of Work).

7.2 Documentation. Provider shall deliver copies of the Documentation to County concurrently with delivery of the applicable Equipment and Software, and thereafter shall promptly provide any updated Documentation as it becomes available during the term of this Agreement. Provider represents and warrants that the Documentation is sufficiently comprehensive and of sufficient quality to enable a competent user to operate the applicable portions of the System efficiently and in accordance with Exhibit A. County has the right to copy and modify the Documentation as it deems necessary for its own internal use.

7.3 Final Acceptance Testing. Broward County Administrative Code Section 22.148 requires that all applicable software purchases be inspected and tested by the County, including verification by its Enterprise Technology Services ("ETS"), prior to final written acceptance of the software and software-related services. Within thirty (30) days following completion of installation and integration of the System, County shall test the System to determine whether the System: (i) properly functions with any applicable operating software; (ii) provides the capabilities stated in this Agreement and the Documentation; and (iii) if applicable, meets the acceptance criteria stated in the Statement of Work (the criteria referenced in (i), (ii), and (iii) are collectively referred to as the "Final Acceptance Criteria"). In the event of a conflict between the Documentation and the acceptance criteria stated in the Statement of Work, the Statement of Work shall prevail. Final payment shall not be made to Provider prior to the written confirmation by the County's Chief Information Officer or his or her designee that the System has successfully passed the Final Acceptance Criteria, and such written confirmation shall constitute "Final Acceptance."

7.3.1 The testing period shall commence on the first business day after Provider informs County in writing that it has completed the Services required to be performed prior to testing and that the System is ready for testing, and shall continue for a period of up to thirty (30) days.

7.3.2 During the testing period, County may notify Provider in writing of any error or defect in the System so that Provider may make any needed modifications or repairs. If Provider

so elects in writing, testing will cease until Provider resubmits for Final Acceptance testing, at which time the testing period shall be reset to that of a first submission for testing.

7.3.3 County shall notify Provider in writing of its Final Acceptance or rejection of the System, or any part thereof, within fifteen (15) days after the end of the testing period, as same may be extended or reset. If County rejects the System, or any part thereof, County shall provide notice identifying the criteria for Final Acceptance that the System failed to meet. Following such notice, Provider shall have thirty (30) days to (a) modify, repair, or replace the System or any portion thereof, or (b) otherwise respond to County's notice. If Provider modifies, repairs, or replaces the System or portion thereof, the testing period shall re-commence consistent with the procedures set forth above in this Section 7.3.

7.3.4 In the event Provider fails to remedy the reason(s) for County's rejection of the System, or any part thereof, within ninety (90) days after County's initial notice of rejection, County may elect, in writing, to either accept the System as it then exists or to reject the System and terminate the Agreement or applicable Work Authorization. If County elects to reject the System and terminate the Agreement or applicable Work Authorization, all sums paid by County under the Agreement or applicable Work Authorization shall be reimbursed to County by Provider within 15 days after such election is made. If County elects to accept the System as it then exists (partial acceptance), Provider shall continue to use its best efforts to remedy the items identified in the applicable notice of rejection. If, despite such continuing best efforts, Provider fails to remedy the issue(s) identified by County within a reasonable time as determined by County, then County shall be entitled to deduct from future sums due under the Agreement the value of the rejected portion of the System as mutually determined by the Parties. If the Parties cannot agree upon such value, County shall have the right to reject the System and terminate the Agreement or applicable Work Authorization on the terms stated above in this paragraph.

7.4 Escrow Agreement. Provider agrees to place in escrow with a County-approved escrow agent copies of the most current version of the source code for the Software, including all updates, upgrades, and enhancements thereof developed by Provider during the term of the Agreement. Provider agrees that upon the occurrence of any event or circumstance which demonstrates with reasonable certainty that Provider is not fulfilling or is unable to fulfill its obligations to County under this Agreement (including events such as Provider's bankruptcy or termination of support for the licensed Software), County shall be entitled to obtain the source code of the then-current Software from the escrow agent. The provisions of this section shall survive the termination of this Agreement. A copy of the fully executed escrow agreement is attached hereto as Exhibit G.

ARTICLE 8. PROTECTION OF SOFTWARE AND PROPRIETARY RIGHTS

8.1 County Proprietary Rights. Provider acknowledges and agrees that County retains all rights, title and interest in and to all materials, data, documentation and copies thereof furnished by County to Provider under this Agreement, including all copyright and other proprietary rights therein, which Provider as well as its employees, agents, subconsultants, and suppliers may use

only in connection with the performance of Services or Support and Maintenance Services under this Agreement. All rights, title, and interest in and to certain ideas, designs and methods, specifications, and other documentation related thereto developed by Provider and its subconsultants specifically for County (collectively, "Developed Works") shall be and remain the property of County. Accordingly, neither Provider nor its employees, agents, subconsultants, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of Provider, or any employee, agent, subconsultants, or supplier thereof, without the prior written consent of County, except as required for Provider's performance hereunder.

8.2 Ownership. Except for custom work products, if any, County acknowledges that all copies of the Software (in any form) provided by Provider are the sole property of Provider. County shall not have any right, title, or interest to any such Software or copies thereof except as expressly provided in this Agreement, and shall take all reasonable steps to secure and protect all Software consistent with maintenance of Provider's proprietary rights therein.

ARTICLE 9. CONFIDENTIAL INFORMATION, SECURITY AND ACCESS

9.1 Public Records Law. As a political subdivision of the State of Florida, County is subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Notwithstanding anything else in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119 shall not constitute a breach of this Agreement.

9.2 Provider Confidential Information. Provider represents that the Software contains proprietary products and trade secrets of Provider. Accordingly, to the full extent permissible under applicable law, County agrees to treat the Software as confidential in accordance with this article. Any other material submitted to County that Provider contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, Provider must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Provider as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Provider. Provider shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of the Software or any Trade Secret Materials in response to a records request by a third party.

9.3 County Confidential Information.

9.3.1 All Developed Works, materials, data, transactions of all forms, financial information, documentation, inventions, designs, and methods that Provider obtains from County in connection with this Agreement, that are made or developed by Provider in the course of the performance of the Agreement, or in which County holds proprietary rights, constitute "County Confidential Information."

9.3.2 All County-provided employee information, financial information, and personally identifiable information for individuals or entities interacting with County (including, without limitation, social security numbers, birth dates, banking and financial information, and other information deemed exempt or confidential under state or federal law) also constitute County Confidential Information.

9.3.3 County Confidential Information may not, without the prior written consent of County, or as otherwise required by law, be used by Provider or its employees, agents, subconsultants or suppliers for any purpose other than for the benefit of County pursuant to this Agreement. Neither Provider nor its employees, agents, subconsultants, or suppliers may sell, transfer, publish, disclose, display, license, or otherwise make available to any other person or entity any County Confidential Information without the prior written consent of County.

9.3.4 Provider expressly agrees to be bound by and to defend, indemnify, and hold harmless County and its officers and employees from the breach of any federal, state or local law by Provider or its employees, agents, subconsultants, or suppliers regarding the unlawful use or disclosure of County Confidential Information.

9.3.5 Upon expiration or termination of this Agreement, or as otherwise demanded by County, Provider shall immediately turn over to County all County Confidential Information, in any form, tangible or intangible, possessed by Provider or its employees, agents, subconsultants, or suppliers.

9.4 Maintenance of Confidential Information. Each party shall advise its employees, agents, subconsultants, and suppliers who receive or otherwise have access to the other party's confidential information of their obligation to keep such information confidential, and shall promptly advise the other party in writing if it learns of any unauthorized use or disclosure of the other party's confidential information. In addition, the Parties agree to cooperate fully and provide reasonable assistance to ensure the confidentiality of the other party's confidential information.

9.5 Security and Access. Any access by Provider to any aspect of the County's network must comply at all times with all applicable County access and security standards, as well as any other or additional restrictions or standards for which County provides written notice to Provider. Provider will provide any and all information that County may reasonably request in order to determine appropriate security and network access restrictions and verify Provider's compliance

with County security standards. If at any point in time County, in the sole discretion of its Chief Information Officer, determines that Provider's access to any aspect of the County's network presents an unacceptable security risk, County may immediately suspend or terminate Provider's access and, if the risk is not promptly resolved to the reasonable satisfaction of the County's Chief Information Officer, may terminate this Agreement or any applicable Work Authorization upon ten (10) business days' notice (including, without limitation, without restoring any access to the County network to Provider).

9.6 Data and Privacy. Provider shall comply with all applicable data and privacy laws and regulations, including without limitation the Florida Information Protection Act of 2014, Florida Statutes Section 501.171, and shall ensure that County data transmitted or stored in the System is not transmitted or stored outside the continental United States. Provider may not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Florida Statutes Section 817.568 or Section 817.5685) that Provider may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If and to the extent requested by County, Provider shall ensure that all hard drives or other storage devices and media that contained County data have been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

9.7 Managed Services. Provider shall immediately notify the County of any terminations/separations of employees performing services under the Agreement or who had access to the County's network in order to disable such employees' access to County systems. Provider shall ensure all Provider employees have signed County's Information Security Policy Acknowledgement form prior to accessing County network environment. (PCI 12.3.5) Provider shall perform privacy and information security training to its employees with access to the sensitive County environment upon hire and at least annually. (PCI 12.6.1)

9.8 Software. Provider must provide a security plan or secure configuration guide for Software installed in the County environment by Provider. Provider shall advise of any third party software (e.g., Java, Adobe Reader/Flash, Silverlight) required to be installed and version supported. Provider shall support updates for critical vulnerabilities discovered in the versions of third party software installed. Provider shall ensure that the Software is developed based on industry standards and best practices, including following secure programming techniques and incorporating security throughout the software-development life cycle. Provider shall ensure the Software has a security patch issued for newly identified vulnerabilities within 30 days for all critical or high security vulnerabilities. Provider shall ensure the Software provides for role-based access controls. Provider shall support electronic delivery of digitally signed upgrades from Provider or supplier website. Provider shall enable auditing by default in software for any privileged access or changes. If the Software is a payment application which processes, stores, or transmits credit card data, the VISA Cardholder Information Security Program ("CISP") payment Application Best Practices and Audit Procedures will be followed and current validation

maintained. Provider shall regularly provide County with end-of-life-schedules for all applicable Software.

9.9 Equipment Leased or Purchased from Provider. Provider shall ensure that physical security features are included in the Equipment acquired under this Agreement to prevent tampering. Provider shall ensure security measures are followed during the manufacture of the Equipment acquired under this Agreement. Any Equipment provided under this Agreement shall not contain any embedded remote control features unless approved in writing by County's Contract Administrator. Provider shall disclose any default accounts or backdoors which exist for access to County's network. If a new critical or high security vulnerability is identified, Provider shall supply a patch, firmware update or workaround approved in writing by County's Contract Administrator within 30 calendar days after identification of vulnerability. Provider shall make available, upon County's request, any required certifications as may be applicable and required (e.g., Common Criteria ("CC"), Federal Information Processing Standard 140 ("FIPS 140")). Provider shall regularly provide County with end-of-life-schedules for all applicable Equipment and Software. Provider shall support electronic delivery of digitally signed upgrades from Provider or supplier website. Upon County's request, Provider shall make available to the County proof of Provider's compliance with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing under this Agreement, including but not limited to: HIPAA compliance; Provider's latest compliance reports (e.g., PCI Compliance report, SSAE 16 report, International Organization for Standardization 27001 (ISO 27001) certification); and any other proof of compliance as may be required from time to time.

9.10 Injunctive Relief. The Parties represent and agree that neither damages nor any other legal remedy is adequate to remedy any breach of this article, and that the injured party shall therefore be entitled to injunctive relief to restrain or remedy any breach or threatened breach.

9.11 Survival. The obligations under this Article 9 shall survive the termination of this Agreement or of any license granted under this Agreement.

ARTICLE 10. INDEMNIFICATION AND LIMITATION OF LIABILITY

10.1 Indemnification. Provider shall be fully liable for the actions of its current and former officers, employees, subcontractors, and other agents under this Agreement. Provider shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former officers, employees, and other agents (collectively, "Indemnified Party") from and against any and all lawsuits, causes of action, demands, claims, losses, fines, penalties, damages, judgments, liabilities, and expenditures of any kind, including attorneys' fees, litigation expenses, and court costs (collectively, "Claim"), raised or asserted by any person or entity that is not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Provider or any current or former officer, employee, subcontractor, or other agent of Provider, arising from, relating to, or in connection with any obligation or performance under this Agreement. In the event any Claim is brought against an Indemnified Party, Provider shall, upon written notice from County, defend each

Indemnified Party against each such Claim through counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the County Attorney, in his or her reasonable discretion, any sums due Provider under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been resolved. Any sums so withheld shall not be subject to the payment of interest by County.

10.2 Limitation of Liability. Neither Provider nor County shall be liable to the other party for any damages under this Agreement that exceed \$5,000,000.00. Neither party shall be liable for the other party's special, indirect, punitive, or consequential damages (including damages resulting from lost data or records other than costs incurred in the recovery thereof), even if the party has been advised that such damages are possible, or for the other party's lost profits, lost revenue, or lost institutional operating savings. These limitations of liability shall not apply to (i) any Claim resulting from Provider's actual or alleged disclosure of County Confidential Information or resulting from an actual or alleged data breach in violation of applicable law, (ii) any Claim resulting from an actual or alleged infringement of any interest in any intellectual property, or (iii) any indemnification obligation under this Agreement.

10.3 Infringement Remedy. If any Equipment, Software, or portion of the System is finally adjudged to infringe, or in Provider's opinion is likely to become the subject of such a Claim, Provider shall, at County's option, either: (i) procure for County the right to continue using the applicable portion of the System; (ii) modify or replace the System (in part or in whole) to make it noninfringing; or (iii) refund to County all fees paid under this Agreement. Provider shall have no liability regarding any infringement claim caused by any County modification of the System not authorized by Provider.

10.4 Third-Party Pass Thru Rights. Provider shall extend to County all rights and benefits Provider has from any third party as to the Equipment or Software relating to warranty or third party claims, including any and all indemnification and hold harmless rights, to the extent permitted under any applicable agreement with the third party equipment or software supplier or otherwise available to Provider. Provider shall at all times use all reasonable efforts to cooperate with County in the event of an infringement claim involving System.

ARTICLE 11. INSURANCE

11.1 For purposes of this article, the term "County" shall include Broward County and its members, officials, officers, and employees.

11.2 Provider shall maintain, at its sole expense and at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum limits of insurance coverage designated in Exhibit D (inclusive of any amount provided by an umbrella or excess policy) in accordance with the terms and conditions stated in this article. All required insurance shall apply on a primary basis, and shall not require contribution from, any other

insurance or self-insurance maintained by County. Any insurance, or self-insurance, maintained by County shall be in excess of, and shall not contribute with, the insurance provided by Provider.

11.3 Insurers providing the insurance required by this Agreement must either be: (1) authorized by a current certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida law. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a minimum A. M. Best Company Rating of "A-" and a minimum Financial Size Category of "VII." To the extent insurance requirements are designated in Exhibit D, the applicable policies shall comply with the following:

11.3.1 Commercial General Liability Insurance. Policy shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), with the exception of endorsements specifically required by ISO or the State of Florida, and liability arising out of:

Mold, fungus, or bacteria
Terrorism
Silica, asbestos or lead
Sexual molestation
Architects and engineers professional liability, unless coverage for professional liability is specifically required by this Agreement.

County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor). The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

11.3.2 Business Automobile Liability Insurance. Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of work under this Agreement. County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured." The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

11.3.3 Workers' Compensation/Employer's Liability Insurance. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance ("NCCI"), with the exception of endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer's right to subrogate against

County in the manner which would result from the attachment of the NCCI form "Waiver of our Right to Recover from Others Endorsement" (Advisory Form WC 00 03 13) with County scheduled thereon. Where appropriate, coverage shall be included for any applicable Federal or State employer's liability laws including, but not limited to, the Federal Employer's Liability Act, the Jones Act, and the Longshoreman and Harbor Workers' Compensation Act.

11.3.4 Professional Liability Insurance. Such insurance shall cover Provider for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in this Agreement. If policy provides coverage on a claims-made basis, such coverage must respond to all claims reported within at least three (3) years following the period for which coverage is required, unless a longer period is indicated in Exhibit D.

11.3.5 Cyber Liability, or Technology Errors and Omissions Insurance. Coverage is required for any system connected to, and, or accessible from the internet. Coverage may be included as part of the required Professional Liability Insurance. If policy provides coverage on a claims-made basis, such coverage must respond to all claims reported within at least three (3) years following the period for which coverage is required, unless a longer period is indicated in Exhibit D. Such policy shall cover, at a minimum, the following:

- Data Loss and System Damage Liability
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response coverage, including Notification Expenses

County shall be included on the policy as an "Additional Insured" unless such endorsement is not available by the insurer.

11.4 Within fifteen (15) days after the Effective Date of this Agreement, Provider shall provide to County satisfactory evidence of the insurance required in this Agreement. With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability, and Business Automobile Liability Insurance, an appropriate Certificate of Insurance identifying the project and signed by an authorized representative of the insurer shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance identifying the project, signed by an authorized representative of the insurer, and copies of the actual additional insured endorsements as issued on the policy(ies) shall be satisfactory evidence of such insurance.

11.5 Coverage is not to cease and is to remain in force until County determines all performance required of Provider is completed. If any of the insurance coverage will expire prior to the completion of the Services, proof of insurance renewal shall be provided to County prior to the policy's expiration.

11.6 Provider shall provide County thirty (30) days' advance notice of any cancellation of the policy except in cases of cancellation for non-payment for which County shall be given ten (10) days' advance notice.

11.7 Provider shall provide, within thirty (30) days after receipt of a written request from County, a copy of the policies providing the coverage required by this Agreement. Provider may redact portions of the policies that are not relevant to the insurance required by this Agreement.

11.8 County and Provider, each for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required hereunder, waive all rights against the other party and any of the other party's contractors, subcontractors, agents, and employees for damages or loss to the extent covered and paid for by any insurance maintained by the other party.

11.9 If Provider uses a subcontractor, Provider shall require each subcontractor to endorse County as an "Additional Insured" on the subcontractor's Commercial General Liability policy.

ARTICLE 12. EQUAL EMPLOYMENT OPPORTUNITY

12.1 Nondiscrimination. Provider may not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26. Provider shall include substantially similar language in its contracts with any and all permitted subcontractors providing goods or services under this Agreement.

12.2 Failure by Provider to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

ARTICLE 13. TERMINATION

13.1 This Agreement may be terminated for cause based on any breach that is not cured within twenty (20) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board upon providing written notice to Provider of the termination date, which shall be not less than thirty (30) days after the date such written notice is provided. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, to the full extent permissible under applicable law, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

13.2 County may terminate this Agreement if Provider is found to have submitted a false certification pursuant to Section 287.135, Florida Statutes, if Provider has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or if Provider has failed to promptly implement corrective action for audit deficiencies upon reasonable notice by County. Notwithstanding anything contained in this Agreement to the contrary, the rights and obligations of the Parties under this paragraph shall be governed by Section 287.135, Florida Statutes, to the full extent applicable.

13.3 Provider represents that neither it nor any of its affiliates has been placed on the discriminatory vendor list, as defined by Section 287.134, Florida Statutes. County may terminate this Agreement effective immediately, without any further obligation to Provider, upon learning that such representation is false or if Provider or any of its affiliates is placed on the discriminatory vendor list.

13.4 Additionally, and notwithstanding anything to the contrary in this Agreement, County may terminate this Agreement without any further liability to Provider upon the decertification of Provider as a Certified Business Entity ("CBE") by County's Office of Economic and Small Business Development ("OESBD"), if Provider's status as a CBE was a factor in the award of the Agreement and such status was misrepresented by Provider. However, such termination shall not be effective until expiration of any timely-filed review or appeal of the decertification decision.

13.5 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

13.6 In the event this Agreement is terminated for convenience, Provider shall be paid for any goods and services properly provided through the termination date specified in the written notice of termination. Provider acknowledges that it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by Provider, for County's right to terminate this Agreement for convenience, and Provider hereby waives, to the full extent permissible under applicable law, any and all rights to challenge the adequacy of such consideration or the validity of County's right to terminate for convenience.

ARTICLE 14. MISCELLANEOUS

14.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement shall be and remain the property of County and, if a copyright is claimed, Provider hereby grants to County a nonexclusive perpetual license to use the copyrighted item(s), to prepare derivative works, and to make and distribute copies to the public. In the event of termination or expiration of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Provider, whether finished or unfinished, shall become the property of County and shall be delivered by Provider to the Contract Administrator within seven (7) days after termination or expiration of this Agreement.

14.2 Audit Right and Retention of Records. County shall have the right to audit the books, records, and accounts of Provider and its subcontractors that are related to this Agreement. Provider and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement and performance thereunder. All books, records, and accounts of Provider and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Provider or its subcontractor, as applicable, shall make same available at no cost to County in written form.

Provider and its subcontractors shall preserve and make available, at reasonable times within Broward County for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at Provider's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Provider in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of the County's audit shall be reimbursed to the County by Provider in addition to making adjustments for the overcharges. Any adjustments and payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of County's findings to Provider.

Provider shall ensure that the requirements of this section are included in all agreements with its subcontractor(s).

14.3 Public Records. To the extent Provider is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Provider shall:

- a. Keep and maintain public records required by County to perform the services under this Agreement;
- b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this

Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

d. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Provider or keep and maintain public records required by County to perform the services. If Provider transfers the records to County, Provider shall destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and maintains public records, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Provider to comply with the provisions of this section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Provider will provide any requested records to County to enable County to respond to the public records request.

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8570, MNAIRN@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 325, FORT LAUDERDALE, FLORIDA 33301.

14.4 Truth-In-Negotiation Representation. Provider's compensation under this Agreement is based upon representations supplied to County by Provider, and Provider certifies that the wage rates, factual unit costs, and other factual information supplied to substantiate Provider's compensation are accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent any such representation is untrue.

14.5 Public Entity Crime Act. Provider represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Provider further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Provider has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to Provider under this Agreement.

14.6 Independent Contractor. Provider is an independent contractor under this Agreement. Provider shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

14.7 Third-Party Beneficiaries. The Parties acknowledge that there are no third-party beneficiaries under this Agreement.

14.8 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

NOTICE TO COUNTY:

Broward County Office of Regional Communications and Technology
Attn: E911 Communications Administrator
115 S. Andrews Ave., Suite 325
Ft. Lauderdale, Florida 33301
Email address: mnairn@broward.org

NOTICE TO PROVIDER:

Replay Systems, Inc.
Attn: President, Scott Hurley
6555 NW 9th Avenue, Suite 105
Fort Lauderdale, Florida 33309
Email address: scott.hurley@replaysystems.com

14.9 Assignment. Except for subcontracting approved by County at the time of the execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Provider without the prior written consent of County. If Provider violates this provision, County shall have the right to immediately terminate this Agreement.

14.10 Conflicts. Provider agrees that neither it nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Provider's loyal and conscientious exercise of the judgment and care required to perform under this Agreement. Provider further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Provider is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Provider or any person from in any way representing themselves, including giving expert testimony in support thereof, in any administrative or legal proceeding. Provider agrees that each of its contracts with subcontractors performing under this Agreement shall contain substantively identical language to ensure that each subcontractor and its officers and employees meet the obligations contained in this paragraph.

14.11 Waiver of Breach. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach under this Agreement shall not be deemed a waiver of any subsequent breach.

14.12 Compliance with Laws. Provider shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing under this Agreement.

14.13 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

14.14 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.

14.15 Headings and Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.

14.16 Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, PROVIDER AND COUNTY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

14.17 Amendments. No modification or amendment to this Agreement shall be effective unless it is in writing and executed by authorized representatives of each party. Without limiting the foregoing, the terms of this Agreement shall prevail over and against any additional or contrary terms and conditions in any format or medium whatsoever including, without limitation, shrinkwrap, click-through, or terms and conditions associated with any upgrade, update, release, patch, or other modification of the System or Software, unless expressly agreed to in writing by an amendment hereto executed by authorized representatives of each party.

14.18 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations, discussions, and written agreements regarding that subject matter, including

specifically the Assignment and the Replay Agreements. The Parties agree and stipulate that the Assignment and the Replay Agreements are deemed terminated as of the Effective Date of this Agreement. For the avoidance of doubt, any software licenses and equipment provided by Provider to County, under any prior agreement, remain active and supported by Provider under this Agreement, unless stated otherwise herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

14.19 HIPAA Compliance. It is understood by the Parties that County personnel or their agents have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 C.F.R. § 160, 162, and 164 and related statutory and regulatory provisions. In the event Provider is considered by County to be a covered entity or business associate or otherwise required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Provider shall fully protect individually identifiable health information as required by HIPAA and HITECH. If requested by County, Provider shall execute a Business Associate Agreement in the form set forth at www.broward.org/Purchasing/Pages/StandardTerms.aspx. Where required, Provider shall handle and secure such PHI in compliance with HIPAA, HITECH and its related regulations and, if required by HIPAA, HITECH, or other laws, shall include in its "Notice of Privacy Practices" notice of Provider's and County's uses of a client's PHI. The requirement to comply with this provision, HIPAA and HITECH shall survive the expiration or termination of this Agreement. County hereby authorizes the County Administrator to sign Business Associate Agreements if required under this Agreement.

14.20 Payable Interest

14.20.1 Payment of Interest. County shall not be liable to pay any interest to Provider for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Provider waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim interest, including for post-judgment interest, if such application would be contrary to applicable law.

14.20.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

14.21 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

14.22 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she is, on the date of execution, duly authorized

by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority. Provider represents that it is an entity authorized to transact business in the State of Florida.

14.23 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of Section 16½-157 of the Broward County Code of Ordinances, which requires County contractors to provide benefits to domestic partners of their employees, Provider agrees to fully comply with Section 16½-157 during the entire term of the Agreement. If Provider fails to fully comply with that section, such failure shall constitute a material breach which shall allow County to exercise any remedy available under this Agreement, under applicable law, or under section 16½-157. For that purpose, the contract language referenced in Section 16½-157 is incorporated herein as though fully set forth in this paragraph.

14.24 Drug-Free Workplace. It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Chapter 21.31(a)(2) of the Broward County Procurement Code. Execution of this Agreement by Provider shall serve as Provider's required certification that it has or will establish a drug-free workplace in accordance with Section 287.087, Florida Statutes, and Chapter 21.31(a)(2) of the Broward County Procurement Code, and that it will maintain such drug-free workplace for the full term of this Agreement.

14.25 Contingency Fee. Provider represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County shall have the right to terminate this Agreement without any further liability to Provider. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due Provider under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

14.26 Living Wage Requirement. If Provider is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Broward County Code sections 26-100 – 26-105, Provider agrees to and shall pay to all of its employees providing "covered services," as defined therein, a living wage as required by such ordinance, and Provider shall fully comply with the requirements of such ordinance. Provider shall be responsible for and shall ensure that all of its subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

14.27 Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of nonperformance and shall

continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever and to the full extent such causes are removed. However, if such nonperformance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to immediately terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

14.28 County Logo. Provider shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

14.29 Counterparts. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2018, and REPLAY SYSTEMS, INC., signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
_____ day of _____, 2018

Insurance requirements approved by
Broward County
Risk Management Division:

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: C. Pounall 05/04/18

Name: Colleen Pounall

Title: Risk Analyst

By: [Signature] 5/4/18
Neil Sharma (Date)
Assistant County Attorney

By: [Signature] 5/4/18
René D. Harrod (Date)
Deputy County Attorney

NS/RDH
Replay Systems, Inc. System Services Agreement
05/01/2018
#280605.16

PROVIDER

WITNESSES:

Jill Lee f
Signature

Jill Lee f
Print Name of Witness above

Signature

Print Name of Witness above

REPLAY SYSTEMS, INC.

By: Scott Hurley
Authorized Signor

Scott Hurley
Print Name and Title

2nd day of MAY, 2018

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)



Exhibit A – Statement of Work

Provider and County agree that Provider shall provide the following work under this Agreement:

1. Services Description

Provider shall provide an independent QA/QI program for call handling at the following regional Public Safety Answering Points ("Regional PSAPs"):

- North Regional Consolidated PSAP
4900 W. Copans Road, Coconut Creek, FL 33066
- Central Regional Consolidated PSAP
10440 W. Oakland Park Blvd., Sunrise, FL 33351
- South Regional Consolidated PSAP
6057 SW 198th Terr., Pembroke Pines, FL 33332

As part of the Services, Provider will provide QA evaluators to review County call-taker performance and document evaluations related to performance. County call-takers are responsible for receiving, processing, transmitting, and dispatching emergency and non-emergency calls for law enforcement, fire, emergency medical, and other public safety services. Provider will also implement a QI program to assess and evaluate County processes related to call taking and dispatching to improve the quality of services offered by County at its PSAPs. Provider shall develop the QA/QI program based on County's existing technological platform for voice recordings. Provider shall implement the independent QA/QI program to meet or exceed national industry standards for accreditation from the International Academy of Emergency Dispatch ("IAED"), Accredited Center of Excellence ("ACE"), Association of Public Safety Communications Officials, and National Emergency Number Association.

In addition, Provider will replace all current VRS servers in all regional PSAPs identified above and the following non-regional Public Safety Access Points ("Non-Regional PSAPs") to improve the speed, performance, and reliability of the VRS:

- Coral Springs PSAP
2801 Coral Springs Drive, Coral Springs, FL 33065
- Plantation PSAP
451 NW 70th Terrace, Plantation, FL 33317
- Broward County Emergency Operations Center ("EOC")
201 84th Ave, Plantation, FL 33324

The VRS records all 911 calls and non-emergency calls within the PSAP environment. Provider will replace eleven (11) RPL-SVR-VP5-4U-RAID1 servers and one (1) VP-SVR-VP5-2U-RAID1 server

with the new HP ML350 G9 servers. As part of the Services, Provider will also upgrade all PSAPs to operate on the most current VPI software (currently on version 6.0, but the upgrade shall be to the most current version as of the date of implementation, unless otherwise approved by Contract Administrator).

The location and number of PSAPs may be modified, in County's sole discretion, by County Contract Administrator upon written notice to Provider.

- A. Software.** Provider will continue providing Support and Maintenance Services for the Software identified in Exhibit A-1. In addition, Provider will provide the following Software under this Agreement:

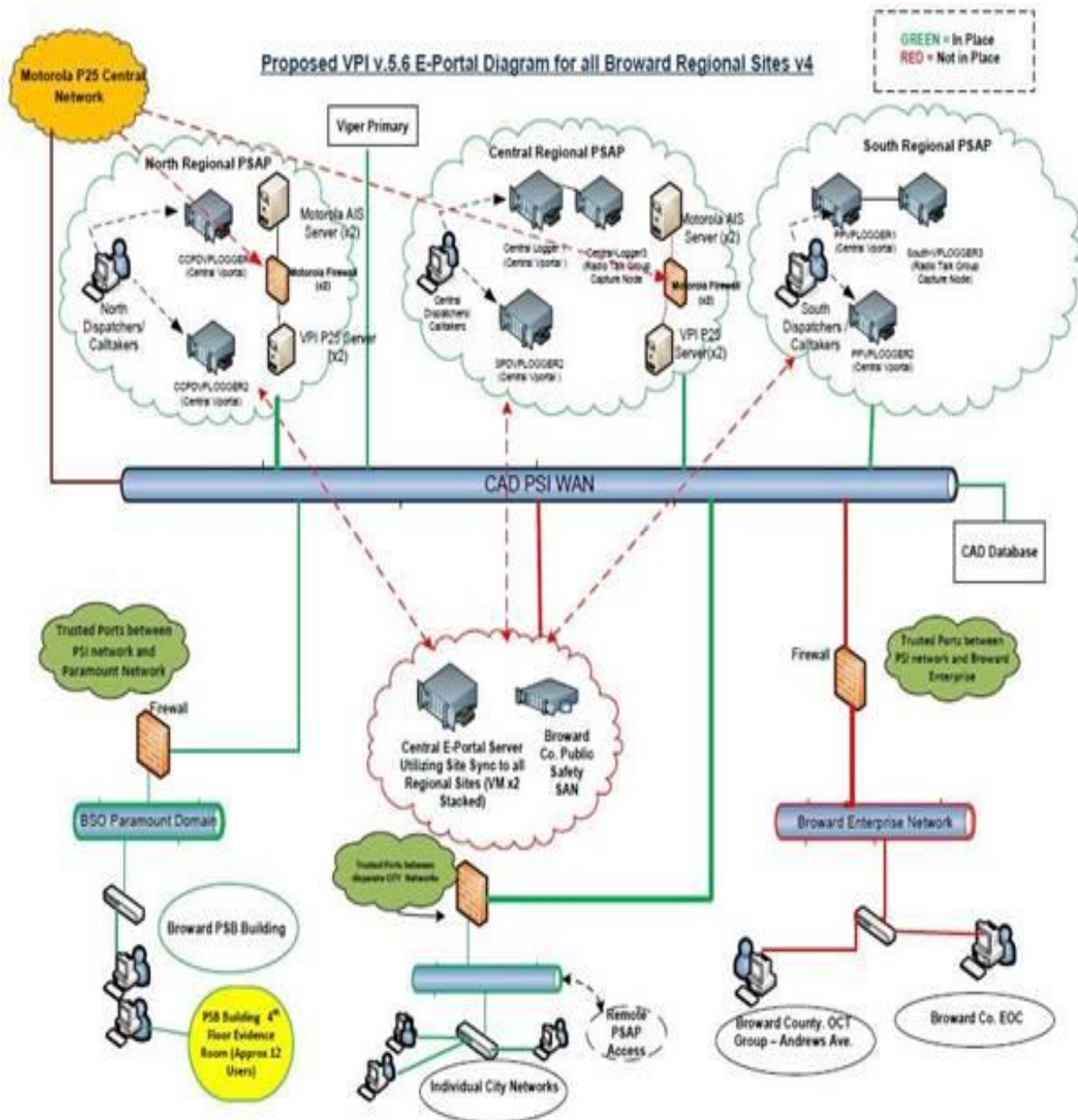
Software Suite, Version & Module	Quantity & Type of License (e.g., Enterprise, User, Third-Party)	Functionality/Comments
RPL-VPI-VERSIONUPGRADE	Upgrade all VPI Systems to most current VPI Version EMPOWER (currently version 6.0) Software – Enterprise License	Upgrade of VPI software to most current version. Included at no additional cost to County.
VP5-Q-PSAP	146 VPI Quality Pro Bundle Perpetual Seat Licenses	One license per dispatcher and call taker position.
VP5-VPI-E-600-S	1 V-PORTAL and Intelligence Enterprise Suite Bundle Perpetual Enterprise License	System license for enterprise suite.
VP5-SITE-SYNC	3 V-PORTAL Perpetual Sync Software Enterprise Site Licenses	Used to synchronize site V-PORTAL data to Enterprise portal.
VP5-SF	3 V-PORTAL Perpetual Store Enterprise Site Licenses	Used to move and manage data.
VP5-PD	3 VPI Priority Dispatch AQUA Integration Software Licenses	One time integration software license; one per Regional PSAP.
VP5-DC-500	1 Interaction Data Collector Software License	Leverages the VIPER phone system, VPI's API, and VIPER data base connectors; one-time integration license for County.
VP5-CAD-DC-500	1 CAD Data Collector Recording Software License	Captures events or meta data for up to 500 channel recording systems; one time integration license for County.

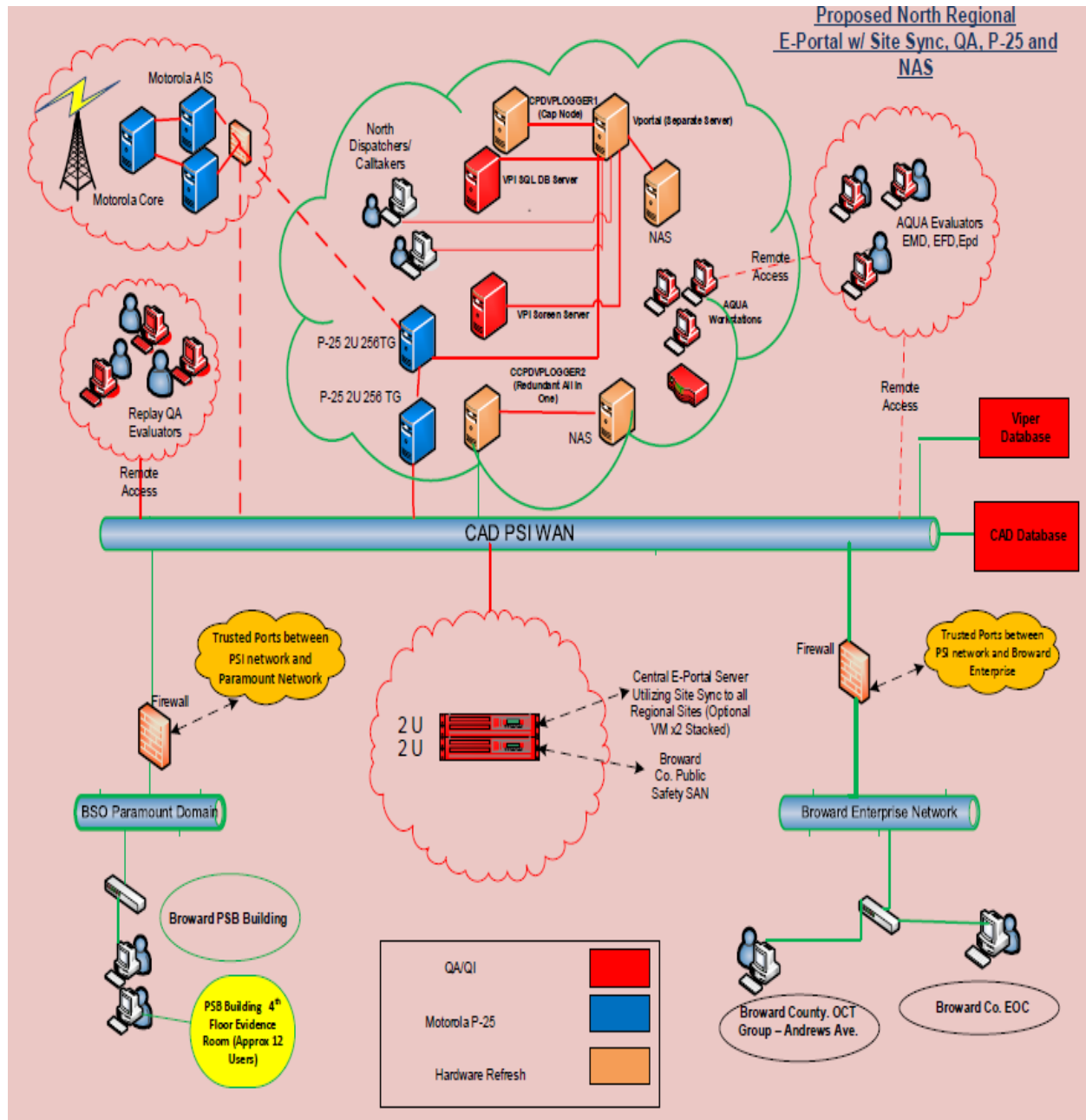
B. Equipment: Provider will continue providing Support and Maintenance Services for the Equipment identified in Exhibit A-2. In addition, Provider shall provide the following Equipment under this Agreement:

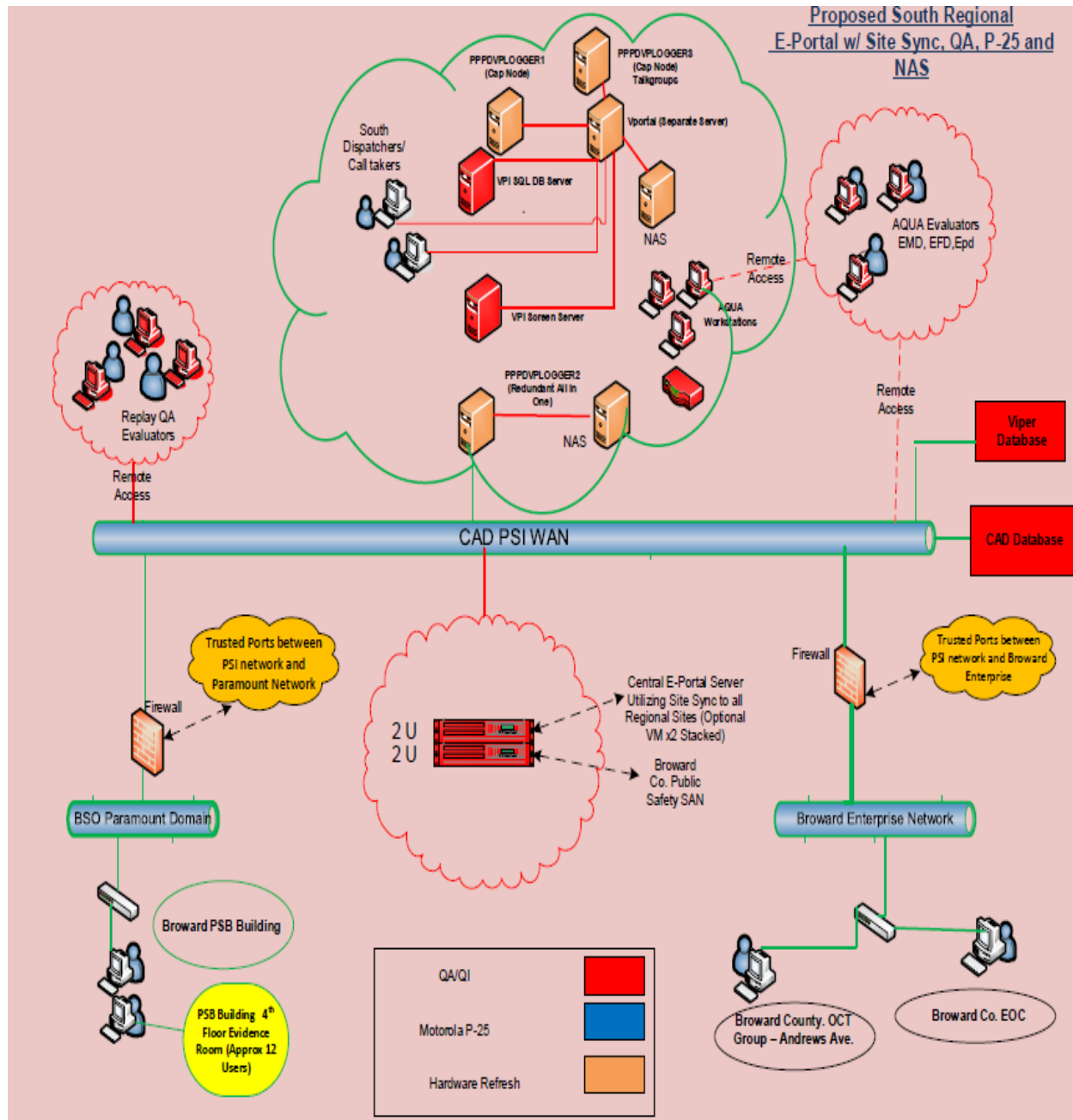
Quantity	Equipment (Describe manufacturer, model, specifications, etc.)	Functionality/Comments
9	RPL-AQUA-WORKSTATIONS	Remote Access of National Q Representatives Terminal; for use as part of QA/QI implementation
10	RPL-SVR-5URM001-13-AIO; HP ML350 Gen9 LFF, 5U	Servers; for use as part of QA/QI implementation
22	E5-2620v4 2.10 GHz 8 Core, 32GB RAM	Server Component*
44	HPE 1TB 12G SAS 7.2K rpm LFF (3.5 in)	Server Component*
88	PCI-E Slots (full size height, up to 96 channels Analog/Digital)	Server Component*
22	HP Storage Array P440ar/2GB Controller, HP RAID 1	Server Component*
44	800w Plat Power Supply	Server Component*
22	HP 9.5 mm SATA DVD-RW Jb Gen9 Kit	Server Component*
22	HP ML350 Gen9 Tower to Rack Conversion Kit	Server Component*
22	4-Port Gigabit Ethernet Adapter	Server Component*
22	Windows Server 2012 STND R2 64 Bit Windows Server License 2012	Server Software*
2	RPL-SVR-5URM001-13-AIO; HP ML350 Gen9 LFF, 5U; North Regional PSAP	Supports recording the 911 Voice calls.
2	RPL-SVR-5URM001-13-AIO; HP ML350 Gen9 LFF, 5U; Central Regional PSAP	Supports recording the 911 Voice calls.
2	RPL-SVR-5URM001-13-AIO; HP ML350 Gen9 LFF, 5U; South Regional PSAP	Supports recording the 911 Voice calls.
2	RPL-SVR-5URM001-13-AIO; HP ML350 Gen9 LFF, 5U; Emergency Operations Center (EOC) Regional PSAP	Supports recording the 911 Voice calls.
2	RPL-SVR-5URM001-13-AIO; HP ML350 Gen9 LFF, 5U; Coral Springs PSAP	Supports recording the 911 Voice calls.
2	RPL-SVR-5URM001-13-AIO; HP ML350 Gen9 LFF, 5U; Plantation PSAP	Supports recording the 911 Voice calls.
6	READYNAS 2120 NAS Server – 10 TB Rack Mountable – 4X4TB – 1U	Supports recording the 911 Voice calls; 2 servers at each Regional PSAP.

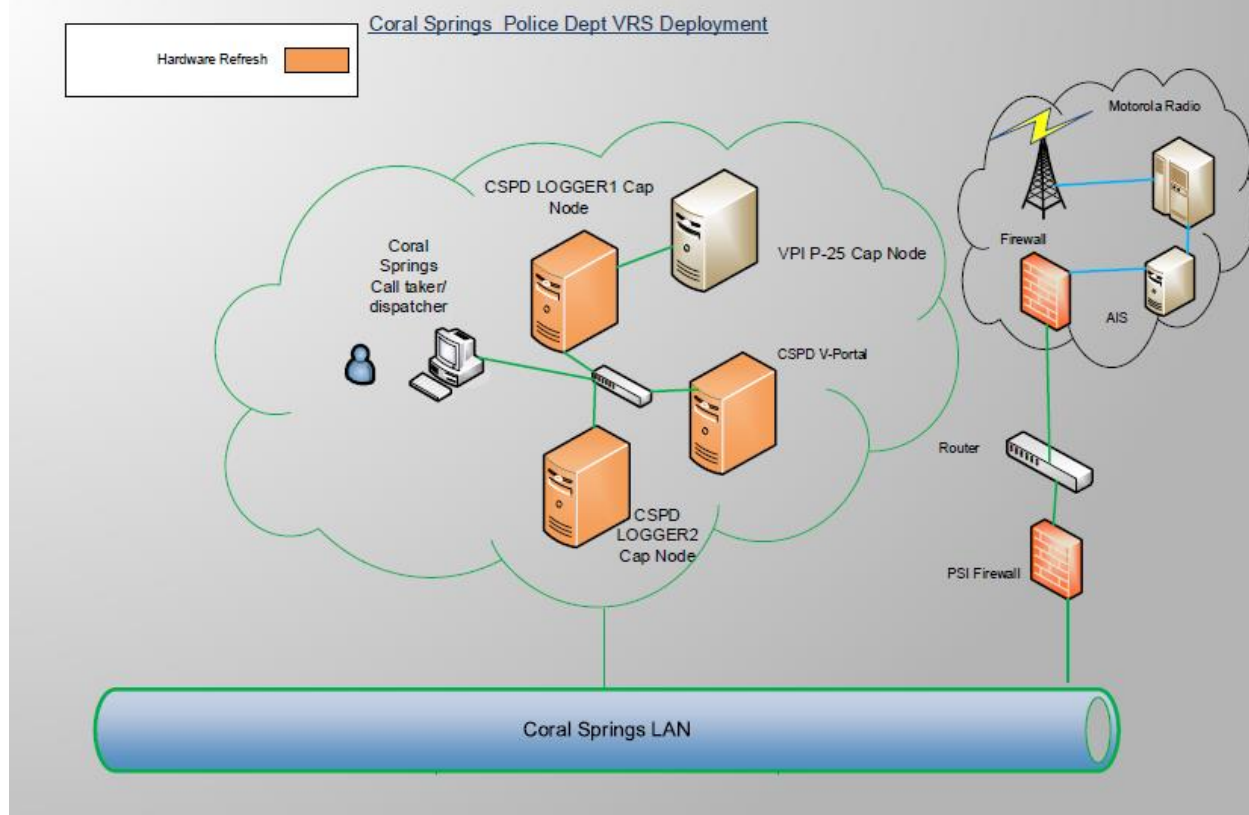
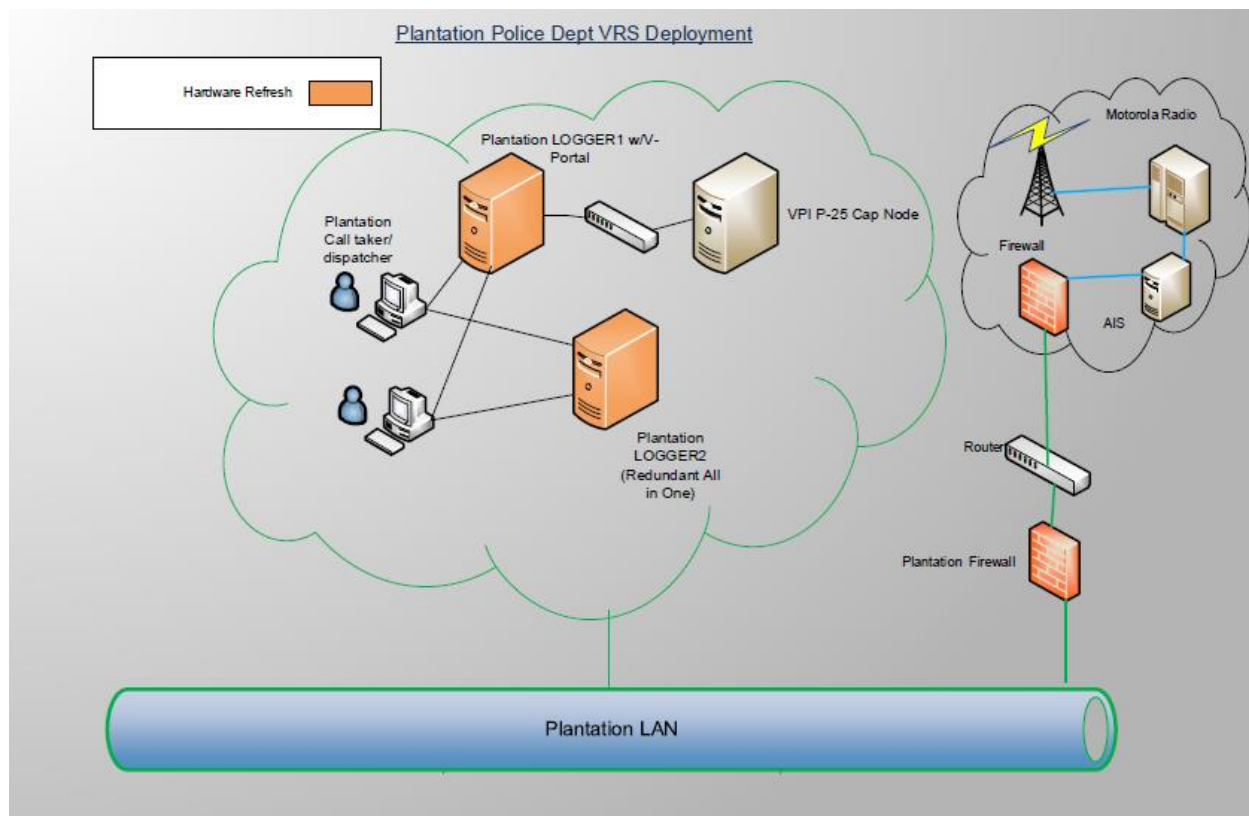
*Indicates this line item is included as part of the 22 RPL-SVR-5URM001-13-AIO; HP ML350 Gen9 LFF, 5U Servers for pricing purposes.

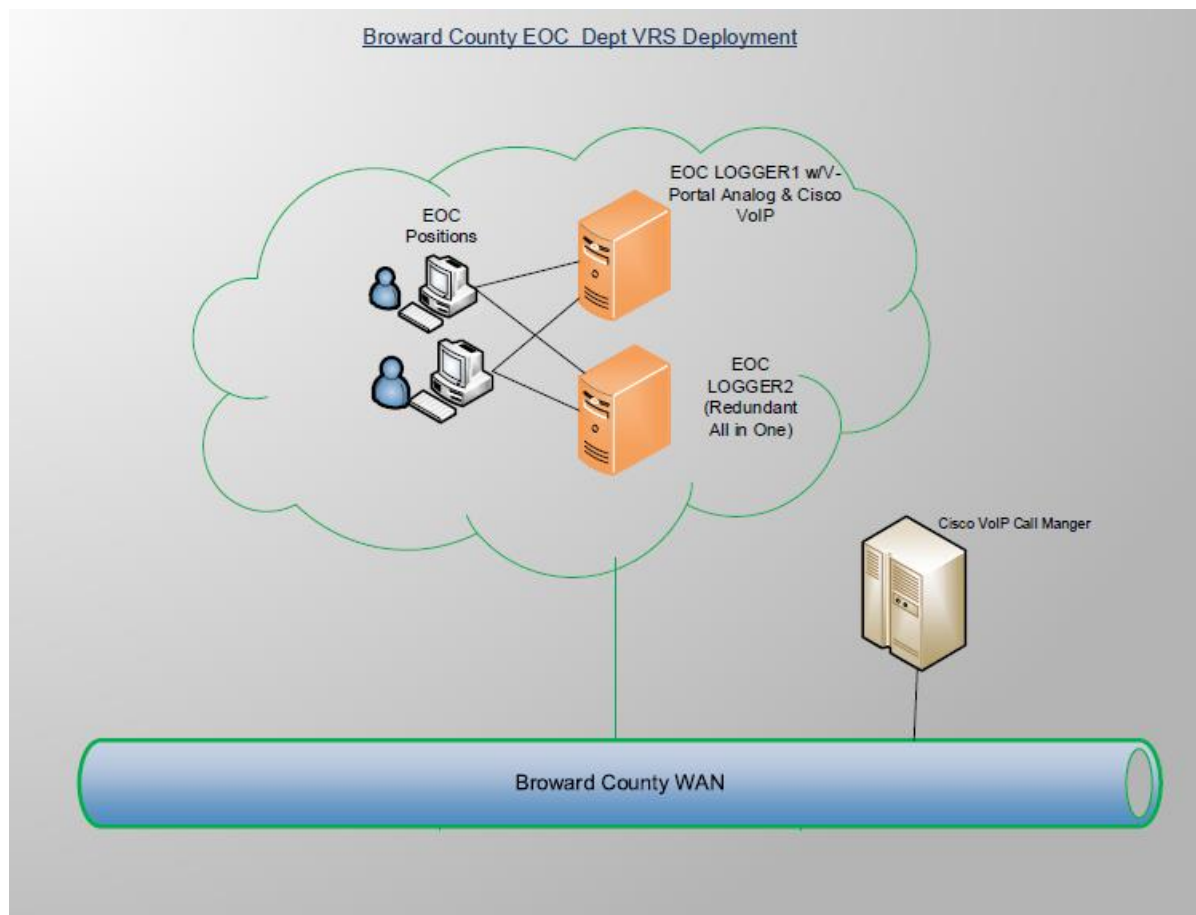
As part of the VRS upgrade, Provider shall provide primary and backup network attached storage ("NAS") that will reside on the County's Public Safety Network at all Regional PSAPs. The NAS will accommodate all existing file recordings, up to 40 days of recorded calls, and store multimedia based on sizing requirements determined in County's sole discretion.











2. Technical Approach

A. Project Activities for all PSAPs.

As part of its Services, Provider shall complete two projects: (1) the complete upgrade of the VRS platform in all PSAPs (the "VRS upgrade"); and (2) the implementation of a QA/QI program for all Regional PSAPs. Provider will be responsible for the installation, implementation, and configuration of all Software and Equipment required to implement the QA/QI program and the VRS upgrade as described in this Exhibit.

The Parties shall mutually agree on a commencement date for the VRS upgrade, which will occur within 10 days after the Effective Date. Provider shall ensure the Go-Live date (i.e., the date the Parties agree that the VRS upgrade will run in a live environment) for the VRS upgrade occurs no later than 45 calendar days following the commencement date. Provider shall commence planning on the QA/QI program simultaneously with its work on the VRS upgrade, and Provider shall ensure the Go-Live date (i.e., the date the Parties agree that the QA/QI program will run in a live environment and County will commence its preliminary acceptance testing) for the QA/QI program occurs no later than 60 calendar days after Preliminary Acceptance of the VRS upgrade.

B. Installation, Implementation, and Configuration for VRS Upgrade and QA/QI Program.

- i. Provider shall provide a step-by-step installation, implementation, and configuration plan prior to project start date.
- ii. Provider will create and implement a two-way interface between the Software and County's current voice recording software, VPI. The Software must, at a minimum, provide the following capabilities:
 - a. The Software will be capable of retrieving all relevant records needed for QA evaluations from existing County platforms.
 - b. The Software will be capable of connecting with the VRS servers through County's Public Service Intranet network.
 - c. The Software will be capable of accessing multiple VRS servers to perform evaluations.
 - d. The Software must be compliant with all applicable requirements of the Criminal Justice Information Services ("CJIS").
 - e. The Software will be capable of screen capturing the Computer Aided Dispatch incident screens and the Power911 screen sessions for review during evaluations.
- iii. Provider will install 9 AQUA Workstations per the locations in the diagrams above, unless otherwise mutually agreed by the Parties after Project Kickoff.
- iv. Provider must provide a secured VPN for remote access for network connectivity for evaluations and reporting. The VPN for remote access must adhere to the U.S. Department of Justice Document CJISD-ITS-DOC-08140-5.5 and all subsequent releases. Provider must test each VPN secured connection to ensure network access adheres to County access and security requirements. National Q reviewers will utilize this VPN connection to remote into dedicated workstations where the Software resides.
- v. Provider may request and County shall process all firewall requests for access.
- vi. Provider will create all dashboard reports per County's request. Any dashboard and other reporting tool must be available to all County identified stakeholders.
- vii. The Software must store evaluations on County's servers and be viewable, filtered, and sorted locally.
- viii. Provider must validate proper network access for each QA evaluator.
- ix. Provider shall propose recommendations to improve County's existing policies and procedures to ensure compliance with industry best practices both prior to the commencement of QA evaluations and throughout the duration of the Agreement. County, in its sole discretion, may adopt or decline any Provider recommendations.
- x. Provider must perform periodic calibration processes to review and revise the QA/QI services as needed.
- xi. As part of the VRS upgrade, Provider shall implement the new servers as follows:
 - a. Provider shall back up the current database for the last 40 days from all PSAPs.
 - b. Provider shall install all cabling, and label Equipment and wiring.

- c. Provider shall disconnect the primary server and replace with the new servers and Software. The backup server will continue recording 911 and non-emergency calls.
- d. Provider shall replace and upgrade the backup server with the new servers after the primary server has been successfully replaced and is running to County's satisfaction.
- e. Provider will install the VPI Empower version 6.0 on all VRS servers at all PSAPs.
- f. Provider shall ensure that there is no impact to County operations and call taking during the Software and Equipment upgrade.
- g. Provider shall migrate the current database to the new servers and ensure that the Software in all PSAPs is up to date.
- h. Provider shall ensure that the recordings processed during the upgrade are maintained and stored properly for immediate access.
- xii. Provider will deliver, install, and configure the servers listed in Section 1.B of this Exhibit and migrate the 24 Port Analog Interface cards at each PSAP from the current VRS servers to the new servers for the support of the VPI software and recording channels.
- xiii. Provider shall remain on site throughout installation until the Contract Administrator determines, in writing, all issues identified by County have been resolved.
- xiv. Upon completion of the Equipment and Software upgrade, the Provider shall:
 - a. Rename and organize channel groups and names.
 - b. Review and edit naming conventions for recorded channels in all PSAPs.
 - c. Perform user profile clean up. Any users who have not logged into the System for the past 6 months shall be notified and removed.
 - d. Configure all VPortal servers to use the standard user administration configuration as follows:

Parent Group	Group	User
V-Portal		All Vportal users
Talk Groups		All Talk Groups
Phone Lines		All Phone Lines
Radio Consoles		All Radio Consoles
P911 Consoles		Desk xx P911-xx
Desks	Desk xx	Desk xx P911-xx
Desks	Desk xx	Desk xx Radio
Desks	Desk xx	Desk xx
Municipality zz		Radios and Talk Groups associated with Municipality zz

- xv. Provider shall configure the regional and non-regional VRS servers to record all 911 and non-emergency calls received and processed at the applicable Regional and Non-Regional PSAPs and verify that the current VRS server software at the

Regional and Non-Regional PSAPs are up to date, performing a Software upgrade if needed.

- xvi. Provider shall configure the radio recording channels at the regional PSAPs as follows:
 - a. The TalkGroup channels will no longer need to be recorded at any of the regional PSAPs.
 - b. The Radio Console Analog voice recording will continue to be recorded.
 - c. The Control Station/Console audio channels shall be recorded.
- xvii. Provider shall configure the radio recording channels at the non-regional PSAPs as follows:
 - a. The Radio Console Analog voice recording will continue to be recorded.
 - b. The Control Station/Console audio channels shall be recorded.

Current Channel Recording Licensing in all PSAPs

PSAP	Total Primary (Radio Channel)	Total Primary (911 Channel)	Total Redundancy (Radio Channel)	Total Redundancy (911 Channel)
North	92	32	17	24
Central	104	28	25	28
South	79	54	28	29
EOC	19	53	0	42
Public Safety Building	12	0	0	0
Coral Springs	0	41	0	7
Plantation	0	18	0	12

C. Requirements for Provider's QA/QI program.

- i. QA Evaluator Requirements.
 - a. QA evaluators must have a minimum of one (1) year experience performing evaluations within the public safety industry.
 - b. QA evaluators must possess the necessary accreditation in the area of evaluation (e.g., a QA evaluator for emergency police dispatch must be EPD-Q certified).
 - c. QA evaluators must be familiar with County's standard policies and procedures.
 - d. All QA evaluators must have and maintain accreditation with at least one of the accreditation and standards authorities identified below.
- ii. Evaluation and Reporting Requirements.
 - a. Provider shall use the evaluations to provide up to 10 reports per month upon request by County. The reports must be available via Microsoft SQL server and include the following:
 - 1. Overall performance of each agent.
 - 2. Customer service performance.
 - 3. Analysis of performance trends.

4. Compliance with industry protocols.
 5. Adherence to County's policies and standard operating procedure.
 6. Summary of calling handling operations.
 - b. Provider's reports must be identifiable using the following categories:
 1. Agent Roles (i.e., call-taker or dispatcher)
 2. Call Type (i.e., emergency, non-emergency, alarm, teletype)
 3. Discipline (i.e., police dispatch, fire dispatch, medical dispatch)
 - c. The Software must display dashboard review of all reports within 5 business days of the generation of each report.
 - d. The Software must have the capability to sort, filter, and select evaluations and reports.
 - e. Provider shall produce any ad-hoc reports requested by County within 48 hours of County's request.
 - f. Provider will provide both protocol and non-protocol based evaluations.
 - g. Provider shall provide monthly reports no later than the 6th day of each month for the prior month.
 - h. All evaluations and reports must be available for at least one year from the date of the evaluation.
 - i. Provider shall set up remote monitoring of the System pursuant to the requirements listed in Exhibit C after achieving Final Acceptance for the VRS upgrade.
- iii. Minimum QA/QI Review Evaluation Requirements.
 - a. At a minimum, Provider must evaluate two (2) random reviews per call-taker per month.
 - b. Provider must conduct evaluations of each call within five (5) days after the call to be evaluated is available via voice record.
 - c. Upon completion of each evaluation, Provider shall make the evaluation, including the review and supporting records, available no later than the next day.
 - d. Provider must evaluate 2% of total calls for service ("CFS") each month for the following categories, subject to subsections f. and g. outlined below:
 1. Police CFS
 2. Fire CFS
 3. Medical CFS
 4. Randomly selected non-Emergency calls
 5. Randomly selected alarm calls
 - e. Provider must evaluate 2% of total calls for dispatching each month for the following categories, subject to subsections f. and g. outlined below:
 1. Police
 2. Fire
 3. Medical
 - f. Upon request by County, Provider will evaluate more than 2% of calls for any category requested by County pursuant to the fees outlined in Exhibit B. In no event will Provider evaluate more than 2% of calls for any category

or more than 2% of all calls unless expressly requested in writing from County.

- g. Provider shall not evaluate more than 3,000 calls in any month unless Provider receives written notification from County, in advance, authorizing Provider to evaluate greater than 3,000 calls. In the event that the calculation of 2% of calls in any month exceeds 3,000, Provider will only be compensated for 3,000 calls unless Provider receives written notification from County, in advance, authorizing Provider to evaluate greater than 3,000 calls in that month.

iv. Evaluation Review Procedures.

- a. All calls to be reviewed must be chosen randomly.
- b. Provider shall provide County with written guidelines for QA/QI review processes.
- c. Each County agent, either call-taker or dispatcher, shall have the opportunity to object to an individual evaluation.
- d. All compliant evaluations shall be sent to County's QA supervisor and the evaluated call-taker. All non-compliant evaluations shall only be sent to County's QA supervisor for review.
- e. All QA evaluations will be conducted according to IAED standards for applicable accreditation. The National Q will conduct QA reviews for protocol based calls (e.g., EPD, EFD, EMD). Replay will conduct QA review for all non-protocol based calls (e.g., non-emergency alarm calls).
- f. Provider must provide verification from the IAED, no later than 5 days after the Effective Date, that the turnaround times outlined in this Exhibit A for Provider's QA evaluations are IAED and ACE compliant. To the extent that any evaluation does not meet the required turnaround times for accreditation per IAED or ACE, such evaluation will not be considered as part of the required evaluations per this Agreement.

v. Workflow, Feedback, and Appeals Process

- a. County will have access to completed QA evaluations in the Software.
- b. As part of the National Q workflow and feedback process:
 - 1. National Q reviewers will remote into dedicated AQUA workstations and conduct QA in accordance with IAED standards for accreditation.
 - 2. County will receive weekly completed QA evaluations in the AQUA software.
 - 3. County will identify one or more persons to provide case review feedback and to work with the National Q coordinator.
 - 4. If a call-taker, dispatcher, or County's identified case reviewer does not agree with a case review, County's identified case reviewer will contact the National Q coordinator to file an appeal. The National Q evaluation committee shall issue a decision within 48 hours of the filing of an appeal.
- c. As part of the Provider workflow and feedback process:

1. Provider's QA reviewer will remote into the VPI Command Center server and select calls automatically or manually tagged for review.
2. Reviews will be conducted using the Software and reside on the VPI Command Center server, accessible by County upon completion of each review.
3. County will identify one or more persons to provide case review feedback and to work with the Provider's QA manager.
4. For any low compliant scores, Provider's QA manager will send an email notification to County's designated contacts to provide feedback. Provider shall provide eCoaching (i.e., real time electronic communications between Provider's designated coach and County call-takers and dispatchers), and distribute any additional training materials to the call taker or dispatcher, as applicable.
5. As part of the QA/QI implementation, Provider shall create an appeals process for BSO, approved by County, based on County's then-existing policies and procedures. At a minimum, Provider's appeal process must allow for a call-taker, dispatcher, or County's identified case reviewer to contact Provider, in the event such individual does not agree with a case review, to file an appeal. The Provider's evaluation committee shall consider the appeal and issue a decision within 48 hours after the filing of an appeal.
6. Should BSO appeal more than a certain percentage of calls in a given month, as identified in County's sole discretion, Provider shall recalibrate the review process to ensure the QA/QI program is compatible with County's policies and procedures.

3. Security/Access

Provider will cooperate with County and provide any and all information that County may request in order to determine appropriate security and network access restrictions and verify Provider compliance with County security standards.

Further, Provider shall adhere to the following security standards in providing Services for the QA/QI program:

- A. All QA evaluators must pass a background investigation check performed by Broward County Sheriff's Office ("BSO") or such other authorized entity as specified by County. Fingerprinting is part of the background check and can be performed with a BSO fingerprint card that contains the Originating Agency Identification number (FL0060000).
- B. All QA evaluators shall have and maintain a Level 4 CJIS certification that complies with Personnel with Information Technology Roles: "Level Four Security Awareness Training."
- C. Provider shall maintain compliance with HIPAA.
- D. Each remote access VPN session shall be a CJIS compliant remote software application.
- E. Provider shall only access the data on the County's network for the purpose of QA evaluation review.
- F. Provider must setup the initial access to the QA/QI program based on the user's

role. This includes County identified agencies and the agencies' managers, supervisors, training staff, and QA team.

As part of the VRS upgrade, Provider shall adhere to the following security standards in providing Services:

- A. All Provider personnel performing the VRS upgrade at any of the PSAPs must be escorted by Provider's authorized support staff personnel or the PSAPs designated personnel.
- B. Provider shall ensure System utilizes enhanced password security by configuring the System to require end users to change default password upon initial log in.
- C. Provider shall ensure that each user has unique credentials.

4. Managerial Approach & Communication

Provider and County will adhere to the following communication and reporting schedule unless otherwise agreed in writing by the Parties:

Communication	Method	Regularity	Provider Attendees	Discussion
Project Kickoff Meeting	On Site	Once per project	Provider's Project Team	Project scope and schedule
Evaluation Development for QA/QI program	On Site	As Needed	Provider's Project Engineer	Evaluation content
Report Development for QA/QI program	On Site	As Needed	Provider's Project Engineer	Report content and Quantity
Software/Hardware	On Site	As Needed	Provider's Project Engineer/Installers	Review of S&H requirements
Technical Design Calls	Conference Call	As Needed	Provider technical staff	Discuss and develop technical design solutions for VRS upgrade.
Network Integration for QA/QI program	Conference Call	As Needed	Provider's Project Engineer/Installers	VPN, CAD, VPI integration
Implementation	On Site	As Needed	Provider's Project Engineer/Installers	Methodology and risks
Test Plan Strategy	Conference Call	Once	Provider's Project Manager	QAE VPN testing, integration testing, reporting testing
Two Training Sessions for QA/QI program	On Site	Twice	Provider's Trainers	User Train-the-trainer schedule
Go Live	On Site	Once	Provider's Project Team	Change Management, Method of Procedure ("MOP"), Process flow
Preliminary Acceptance Testing and Project Closeout	Conference Call	As Needed	Provider's Project Manager	Action items, punch list, transition to ongoing services and support
Project Manager Meeting	Conference Call	Weekly	Provider's Project Manager	Project Status Review

Provider will ensure that the persons responsible for Provider's performance of the Services under this Agreement and, to the extent applicable, identified below (collectively "Key Personnel") are appropriately trained and experienced and have adequate time and resources to perform in accordance with the terms of this Agreement. To the extent Provider seeks or is required to make any change to the composition of the Key Personnel, Provider will provide County with thirty (30) days' advance notice (or as much advance notice as is possible if thirty (30) days' notice is not possible) regarding such changes and the management plan associated with such changes. County shall not be responsible for any additional costs associated with a change in Key Personnel.

Key Personnel:

Name	Title	Email
Eddie Guererri	Project Manager	Eddie.guererri@replaysystems.com
Tony Villanueva	Project Engineer	tony.villanueva@replaysystems.com
Eddie Williams	Project Engineer	Eddie.williams@replaysystems.com
Ryan Hurley	Account Manager	Ryan.Hurley@replaysystems.com

5. Training

Provider will provide training as follows for the Software and System:

- A. Prior to Go-Live, the Provider shall provide three (3) days of on-site training during business hours.
- B. During the three (3) days of on-site training the Provider shall provide "Train- the-Trainer" training sessions for up to 25 persons designated by County. Training shall include:
 - i. Review criteria for evaluations.
 - ii. Evaluation guidelines for developing and modifying evaluation summaries.
 - iii. Evaluation review and sign-off of the evaluation.
 - iv. Report and dashboard access with user guide training for Software.
 - v. Quality improvement review and feedback process and documentation.
 - vi. User feedback training from the Agent.
- C. Provider shall engage Priority Dispatch to conduct three (3) full days of on-site training during business hours, which shall include, at a minimum, the topics above.
- D. The Provider shall also provide training for up to 10 persons designated by County on report access, dashboards, and user administration.
- E. The Provider shall provide refresher training to County 30-60 days after Final Acceptance.
- F. Upon request by County, Provider shall provide on-site Support and Maintenance Services training for staff identified by County. The topics to be covered as part of the Support and Maintenance Services training will be identified by County after Final Acceptance.

6. Final Acceptance Test Plan:

To achieve Final Acceptance, the System must:

- A. Achieve preliminary acceptance for the VRS upgrade, requiring Provider to receive written notification from County that the VRS upgrade has passed all preliminary acceptance criteria outlined below.
- B. Achieve preliminary acceptance for the QA/QI program, requiring Provider to receive written notification from County that the QA/QI program has passed all preliminary acceptance criteria outlined below.
- C. Achieve Final Acceptance, requiring Provider to receive written notification from County that the System has passed retesting of all preliminary acceptance and final acceptance testing criteria outlined below, inclusive of the VRS upgrade project and the QA/QI program.

VRS Upgrade Preliminary Acceptance Testing

The VRS upgrade must achieve preliminary acceptance prior to County issuing written notice of Final Acceptance of the System. Upon written notification from Provider that the VRS upgrade is ready for preliminary acceptance testing, the Parties shall agree on a Go-Live date for all Non-Regional PSAPs and a Go-Live date for all Regional PSAPs. County shall conduct preliminary acceptance testing for the VRS upgrade at each PSAP prior to the Go-Live date established for the Non-Regional and Regional PSAPs. In order to achieve preliminary acceptance for the VRS upgrade, the System must pass the Preliminary Acceptance Test Criteria outlined below at each PSAP and Provider must receive written notification from County of such acceptance. Upon receipt of written notice of County's preliminary acceptance, Provider will run the VRS upgrade in live production on the Go-Live dates established for the Non-Regional PSAPs and the Regional PSAPs. Provider shall remain onsite for five (5) business days after notification from County of preliminary acceptance.

Preliminary Acceptance Test Criteria for VRS Upgrade

VPI Tests		
Test #	Test	Expected Results
PT001	Verify email transport (.wav) functions according to VPI Administration Guide specifications. If email rules prevent attachment from being sent, then verify audio file can be attached to an email.	Successful verification that the audio file can be shared through the use of a direct link to the VPI server.
PT002	Verify search and playback functions according to VPI Administration Guide specifications for all channels on both servers.	Successfully searched for an audio file on each server and all channel name and was able to playback the audio file with no issues.
PT003	Verify search and playback functions according to VPI Administration	Successfully searched for an audio file on each server and dedicated channel name

VPI Tests		
Test #	Test	Expected Results
	Guide specifications for at least one channel on each server.	and was able to playback the audio file with no issues.
PT004	Verify recordings can be saved to external drive.	The recording was saved on the external drive and able to play it with no issues.
PT005	Verify Pack and Go functions according to VPI Administration Guide specifications.	Successful verification of the assembly of Pack and Go files for exporting to other agencies.
PT006	Verify Live Monitor functions according to VPI Administration Guide specifications.	Successfully test real time channel monitoring.
PT007	Verify Scenario Reconstruction functions according to VPI Administration Guide specifications.	The Reconstruction functions of the VPI successfully reconstructed the distorted audio file.
PT008	Verify muting of selected channels in multi-channel playback sessions.	Successfully recorded audio and muted the audio while the recording was played back.
PT009	Verify the System will display on one screen which channels are recording, which are not recording, and which channels are idle.	Confirm that the recording and non-recording channels were displayed on the screen correctly.
PT010	For playback scenarios, verify selected time range includes only that time range.	Played back the recording audio file and selected time range was verified successfully.
PT011	Confirm ANI & ALI retrieval and placement in proper fields.	The call was recorded and ANI & ALI were present in the recorded audio file.
PT012	Verify speakers are connected and are operational.	Verified successfully that the audio file was played and heard on the system with good sound quality.
Position Tests		
PT013	Verify channel number at position	Verified successful that the position recording was matched against the channel number recorded.
PT014	Verify user name	Verified successful user name credential.
PT015	Verify search and playback functions according to VPI Administration Guide specifications.	Successfully searched for an audio file and was able to play with no issues.
PT016	Verify channel names are correct.	The audio recorded on the dedicated channel name was verified successfully.
PT017	Verify server-friendly name is used for host access (as opposed to the IP address).	Successful verification of server-friendly name assignment to the VRS servers.

VPI Tests		
Test #	Test	Expected Results
PT018	Verify desktop shortcut is installed and link to VPortal is functional.	A shortcut was created for the desktop and successfully installed and linked to the VPortal.
PT019	Verify sign on with position-specific user name.	Successful tracking of the audio recordings for a specific position using user name information.
PT020	Verify recordings are available for position-specific user name.	The audio files were recorded by the user and confirmed it was available to the specific user.

Server Tests		
Item	Test Description	Expected Results
PT021	Verify that the channel names are correct.	The audio recording channel is matching the channel list.
PT022	Verify that channel list is provided.	Make sure that the audio recorded has the dedicated channel list.
PT023	Verify NTP time synchronization.	Make sure that the audio recording time matches the system clock time.
PT024	Verify AC input failover.	Test Audio Codec for proper functioning and trigger failure to activate alarm (failure feedback mechanism).
PT025	Test archiving.	Confirmed that the audio test files were successfully archived.
PT026	Verify that the VOX/ Loop Detection settings are included in channel list.	Loop detection channel can be activated for testing purposes.
Phone Call Test (Recording)		
Item	Test Description	Expected Results
PT027	<p>This test verifies that a 911 test call is recorded by the VRS logger.</p> <ul style="list-style-type: none"> - Initiate a 911 landline/wireless test call (each Regional & Non-Regional PSAP) - Answer the test call - Verify that the call record exists in VRS logger. - Confirm ANI & ALI retrieval and placement in proper fields. 	Verified successful of a 911 test call and confirmed that the call was recorded on the VRS with the correct ANI & ALI.
PT028	This test verifies that a Non – Emergency call is recorded by the VRS logger.	Verified initiation of non-emergency test call and confirmed that the call was

	<ul style="list-style-type: none"> - Initiate a non-emergency landline/wireless test call (each Regional & Non-Regional PSAP) - Answer the test call - Verify that the call record exists in VRS logger. - Confirm ANI & ALI retrieval and placement in proper fields. 	recorded on the VRS with the correct ANI & ALI.
PT029	<p>This test verifies that a Priority call is recorded by the VRS logger.</p> <ul style="list-style-type: none"> - Initiate a Priority landline/wireless test call (each Regional & Non-Regional PSAP) - Answer the test call - Verify that the call record exists in VRS logger. - Confirm ANI & ALI retrieval and placement in proper fields. 	Verified initiation of a Priority call and confirmed that the call was recorded on the VRS with the correct ANI & ALI.
Phone Call Test (Recording)/Audio Quality Test (from recording)		
Item	Test Description	Expected Results
PT030	<p>This test verifies that an Alarm call is recorded by the VRS logger.</p> <ul style="list-style-type: none"> - Initiate an Alarm landline/wireless test call (each Regional & Non-Regional PSAP) - Answer the test call - Verify that the call record exists in VRS logger. - Confirm ANI & ALI retrieval and placement in proper fields. 	Verified initiation of an Alarm call and confirmed that the call was recorded on the VRS with the correct ANI & ALI.

PT031	<p>This test verifies the audio quality (background noise) of the 911 test call recorded by the VRS logger.</p> <ul style="list-style-type: none"> - Initiate a 911 landline/wireless test call (each Regional & Non-Regional PSAP) - Answer the test call - Verify that the call record exists in VRS logger. - Confirm ANI & ALI retrieval and placement in proper fields. - Play the recording and make sure that the audio does not have any back ground noise. 	<p>Verified initiation of a 911 test call and confirmed that no background noise was encountered on the call.</p>
PT032	<p>This test verifies the audio quality (Echo) of the 911 test call recorded by the VRS logger.</p> <ul style="list-style-type: none"> - Initiate a 911 landline/wireless test call (each Regional & Non-Regional PSAP) - Answer the test call - Verify that the call record exists in VRS logger. - Confirm ANI & ALI retrieval and placement in proper fields. - Play the recording and make sure that no Echo is generated when call was recorded. 	<p>Verified successful of a 911 test call and confirmed that no Echo was encountered on the call.</p>

QA/QI Preliminary Acceptance Testing

The QA/QI program must achieve preliminary acceptance prior to County issuing written notice of Final Acceptance of the System. As part of the QA/QI program, the Software must first operate for 30 days in an evaluation period prior to Go-Live. The evaluation period shall include, at a minimum, four (4) calibration sessions: (1) testing and verifying evaluations; (2) dashboard testing; (3) report analysis; and (4) verification of the QA/QI feedback process.

County shall conduct preliminary acceptance testing of the Software for the QA/QI program after the successful completion of the 30 day operational period and upon Go-Live. After completion of the 30 day operational period, the Parties will identify a Go-Live date that will serve as the Software's first use in live production. Provider's implementation team will be on-site for the Go-Live date and remain on-site five business days after Go-Live. In order to achieve preliminary acceptance for the QA/QI program, the Software must pass the Preliminary Acceptance Test

Criteria outlined below and Provider must receive written notification from County of such acceptance.

QA/QI Program Preliminary Acceptance Test Criteria

Test #	Test Criteria	Expected Results
1	Verify that calls can be searched by telephone number.	Calls are searchable by telephone number.
2	Verify that calls can be searched by discipline (e.g., medical, fire, police)	Calls are searchable by discipline.
3	Verify that calls may be searched by incident or identification criteria.	Calls are searchable by incident or identification criteria.
4	Verify Software permits evaluations for call-taking.	Software permits evaluations for call-taking.
5	Verify Software permits evaluations for dispatching.	Software permits evaluations for dispatching.
6	Verify Software provides analysis performance reporting based on County identified time frames.	Software provides analysis performance reporting based on County identified time frames.
7	Verify Software permits customized reporting to County specifications.	Software permits customized reporting.
8	Verify Software provides dashboard views for reports.	Software provides dashboard views for reports.
9	Verify Software permits automatic reporting.	Software permits automatic reporting.
10	Verify Software is capable of interfacing with existing VPI recordings.	Software interfaces with existing VPI recordings.
11	Verify Software permits random call selection for evaluations.	Software permits random call selection for evaluations.
12	Verify Software permits electronic delivery of completed evaluations.	Software permits electronic discovery of completed evaluations.
13	Verify County designated users can access recording database with user ID and password.	County designated users can access recording database utilizing user ID and password.
14	Verify Software supports predefined evaluation forms in accordance with County specifications.	Software supports predefined evaluations forms.
15	Verify Software is capable of evaluating single text messages.	Software can evaluate single text messages.
16	Verify Software permits review of evaluations of an entire incident (including call taking, dispatching, and screening).	Software permits review of evaluations of entire incidents.
17	Verify Software designed based on best industry practices for accreditations pursuant to accrediting entity standards.	Software is designed based on best industry practices.

Test #	Test Criteria	Expected Results
18	Verify coaching content can be uploaded.	Launched VIP application and coaching content was successfully uploaded.
19	Verify Coaching content assigned to user is available to user.	The user logged in and assigned coaching content was available.
20	Verify 'Messages' page can be loaded without any error and messages can be sent and they are received	Successfully test whether a transmitted message can be received without any errors.

Final Acceptance Testing

To achieve Final Acceptance, Provider must receive written notification from County that the System has passed retesting of all preliminary acceptance testing criteria outlined above, inclusive of the VRS upgrade project and the QA/QI program, and the additional test criteria outlined below for the QA/QI program.

Test #	Test Criteria	Expected Results
1	The Provider and all QA evaluators ("QAEs") login to each of the VRS.	Access shall be expected.
2	The QAE's ability to navigate within the existing VRS and identify voice records for the evaluations.	QAE's shall understand current VPI software platform and navigation.
3	Verify that VPN software is CJIS compliant.	Expectation that Provider shows proof that all users use a CJIS approved VPN software.
4	Provider produce samples of all reports requested during construction phase.	Provider produce all reports with active data using the format reference in SOW.
5	Automatic dashboard views of reports, including evaluation summaries.	Provider shall provide visibility of automatic reports within the dashboard.
6	Accreditation protocols are provided to the evaluators for each call type and call disciplines.	Each QAE will have the documentation necessary to evaluate based on the call type and call discipline.
7	Complete four (4) calibration sessions identified in the SOW.	The test evaluations, dashboard testing, report analysis, and verification of the QA/QI feedback process was completed.

7. Optional Services:

a. Transition & Disentanglement Services

The Parties acknowledge and agree that upon the expiration or termination of this Agreement, the good faith efforts of Provider to facilitate the smooth, efficient, and secure transition of data and services to another provider (or to County, to the extent applicable) without any unnecessary

interruption or adverse impact on County operations ("Disentanglement") is a critical objective of the Parties and a material obligation of Provider under this Agreement. All obligations of Provider under this Agreement shall be construed consistent with this objective.

At request of County, Provider shall provide prompt, good faith, and reasonable assistance to County in disentangling County data, business, and operations from the Software and, to the extent applicable, transitioning to a new software, system, or provider.

b. Additional Equipment/Software, and Services

Pursuant to an appropriate Work Authorization with an accompanying Statement of Work, executed in accordance with the Agreement, County may acquire any other software, equipment, or services reasonably related to the System, including without limitation the Optional Services listed in Exhibit B.

Exhibit A-1 – Existing Software

Parts	Description	Qty.
VP5-CVRE	VPI CAPTURE ESSENTIAL: Voice Recording License. Per activated channel.	598
VP5-CVR	VPI CAPTURE Redundant: Voice Recording License for redundant capture purposes per channel.	150
VP5-PSAP	PSAP enhanced package: Instant Recall, ANI/ALI.	3
VP5-VPS_250	V-Portal Server Activation CPU License. Includes Media Services (e.g., archive management.), Reporting Engine and Rules Engine. Sized to support between 51 and 250 recorded channels or agent positions.	3
VP5-MM-E_250	Media Messaging Link Activation. Enables media control services & media meta-data capture. Sized to support between 51 and 250 recorded channels or agent positions.	2
RPL-SVR5-MSSQL05	Microsoft SQL 2008 Server Standard. License per capture server.	2
VP5-CVR-Redundant	VPI CAPTURE REDUNDANT: Voice Recording License for redundant capture purposes only. Per activated channel.	117
VP5-VPS-1-100	V-Portal Server Activation (CPU) License. Includes Media Services (e.g., archive management.), Reporting Engine and Rules Engine. Sized to support systems licensed for between 1 and 100 seats or recording channels.	8
VP5-MM-1-100	Media Messaging Link Activation. Enables media control services & media meta-data capture. Sized to support between 1 and 100 recorded channels or agent positions.	8
VP5-LM	Live Monitoring and Instant Recall Server Site License.	4
VP5-PSAP-2	PSAP enhanced package: Instant Recall (quantity 5), Live Monitor (quantity 5), Caller ID (if available), and Incident Creation & Redaction Tool. Includes capture of ANI / ALI from 911 Controller data if provided.	4
RPL-SVR-VP5-MSSQL08	Microsoft SQL 2008 Server Standard R2 w/ 5 Cal. (OEM).	8
VP-CVR	VPI CAPTURE: Voice Recording License. Per Activated Channel for all commercial and PSAPs over 64 channels. Includes three concurrent licenses of Priority Playback.	237
VP-PSAP	Public Safety Enhanced Feature Set Package. Includes: ANI/ALI, Caller ID, Instant Recall licenses for six (6) workstations, site license for Live Monitor over LAN.	4
VP-CS	Server Activation License for each capture server (voice or screen recording).	6

Parts	Description	Qty.
VP-AVSW-RDT	Activ! Voice Recording License for redundant systems. Per activated channel.	73
RPL-RAS	License of Remote Access software service.	1
VP5-MM-E_50	Media Messaging Link Activation. Enables media control services & media meta-data capture. Sized to support between 1 and 50 recorded channels or agent positions.	2
VP5-VPS_1000	V-Portal Server Activation (CPU) License. Includes Media Services (e.g., archive management.), Reporting Engine and Rules Engine. Sized to support between 51 and 250 recorded channels or agent positions.	1

Exhibit A-2 – Existing Equipment

Part Number	Description	Qty.
RPL-SVR-VP5-4U-RAID1	4U Rack Mount: Intel Quad Core 3.0 Ghz CPU, 4 GB RAM, Hot swap RAID 1 x 2 (300 GB 10K RPM, 500GB 7200 RPM), 5 PCI-E expansion slots, Windows Server 2008 STND R1, Redundant 800w Hot swap power, 1 DVD/RAM multi-drive.	14*
RPL-RLKT	Sliding Rail Kit (excludes HP servers)	12
RPL-Cable25	25FT 25-Pair Cable	46
RPL-CAB-42U	42U Server Cabinet.	2
VP5-Digital-8	8 Port Digital Interface Card.	3
AMPH-40	50 foot Amphenol Cable	1
SEM-D25	Siemens Demarcation Block	1
RPL-SVR-VP5-4URM-001-2	4U Rack Mount: Intel Xeon Quad Core 2.4 Ghz CPU, 12GB Ram DDR3-1333, Hot Swap 500GB 7200 RPM 32MB CACHE RAID 1 X 2, 3 PCI-E and 3 PCI Expansion Slots, Windows Server 2008 R2 64bit, Redundant 800w Hot Swap Power, 1 DVD/RAM Multi-Drive.	4*
RPL-KVMPKG-8Port	19 inch LCD Monitor with 8 Port KVM Switch and Mouse. Part SMK-980S19D	1
RPL-SVR-VP5-2U-RAID1	2U Chassis - Win2003 Server (Raid 1: Dual 250 GB Drives). Includes DVD drive. 4 PCI slots available.	1*
VP-PERIPHERALS	Monitor, Keyboard, Mouse and Speakers Package	4
VP-RLKT	Sliding Rail or Shelf Kit	6
VP-NAS-2TB	2 TB NAS appliance device.	1
RPL-Playback PC	VPI Playback workstation (excludes monitor).	6
RPL-CAB	20U Half Height Server Cabinet	1
VP-KVM-2Port	2 Port KVM	2
RPL-KVM-8Port	8 Port KVM Switch with 19 inch slide-out monitor.	4
RPL-TLP104SY	Telephone Logger Patch with Amplified Output	4
RPL-PERIPHERALS	Monitor, Keyboard, Mouse and Speakers Package	1
24 Port Analog Interface Cards	Existing interface cards to be repurposed to new servers at the PSAPs as follows: 8-North Regional PSAP 10-Central Regional PSAP 9-South Regional PSAP 5-EOC PSAP 3-Coral Springs PSAP 2-Plantation PSAP	37

*These servers will be replaced or removed from all PSAPs at a time mutually agreed by the Parties, and will no longer be supported by Provider.

Exhibit B – Payment Schedule

The rates specified below shall be in effect for the entire term of the Agreement, including any renewal term, unless the contrary is expressly stated below. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B. Provider shall invoice for the Services provided pursuant to Exhibit A of this Agreement only per the Payment Milestones listed below, and each Payment Milestone may only be invoiced upon County written notice of preliminary acceptance of the applicable Payment Milestone, except for the final Payment Milestone ("Final Acceptance") which may only be invoiced upon County written notice of Final Acceptance.

Payment Milestones for VRS Upgrade

Milestones	Percentage	Invoice Amount
Project Kick-Off	50%	\$63,390.00
Successful Completion of Hardware and Software Installation at all PSAPs	10%	\$12,678.00
Successful Completion of Preliminary Acceptance Testing for VRS upgrade at all PSAPs	10%	\$12,678.00
Go-Live	10%	\$12,678.00
Preliminary Acceptance of VRS Upgrade at all PSAPs	20%	\$25,356.00
	100%	\$126,780.00

Payment Milestones for QA/QI Implementation

Milestones	Percentage	Invoice Amount
Project Kick-Off	40%	\$135,783.20
Successful completion of form development, dashboard development, evaluation process, and feedback flow	10%	\$33,945.80
Successful completion of Phase I Training to BSO and County	10%	\$33,945.80
Successful Completion of Preliminary Acceptance Testing for QA/QI program (at all PSAPs)	10%	\$33,945.80
Go-Live	10%	\$33,945.80
Final Acceptance of System (at all PSAPs)	20%	\$67,891.60
	100%	\$339,458.00

Equipment Fees for VRS Upgrade (for informational purposes only)

Equipment	Qty	Cost Per Unit	Total Cost
RPL-SVR-5URM001-13-AIO; HP ML350 Gen9 LFF, 5U, inclusive of installation (2 at each PSAP)	12	\$6,915.00	\$82,980.00
READYNAS 2120 NAS Server – 10 TB Rack Mountable – 4X4TB – 1U (2 at each Regional PSAP)	6	\$2,200.00	\$13,200.00
Total			\$96,180.00

Professional Service Fees for VRS Upgrade (for informational purposes only)

Service	Quantity	Cost Per Unit	Total Cost
Replay Systems installation	14 days (8 days at Regional PSAPs, 6 days at Non-Regional PSAPs)	\$1,800.00/day	\$25,200.00
Replay Systems Project Manager	3 days total (inclusive of all PSAPs)	\$1,800.00/day	\$5,400.00
Total			\$30,600.00

Software Fees for QA/QI Program (for informational purposes only)

Software Description	License Quantity and Type	Cost Per Item	Fees
VP5-Q-PSAP: VPI Quality Pro Bundle VPI QUALITY PRO BUNDLE	146 Perpetual Seat Licenses	\$630.00	\$91,980.00
VP5-VPI-E-600-S: V-PORTAL and Intelligence Enterprise Suite Bundle	1 Perpetual Enterprise License	\$32,508.00	\$32,508.00
VP5-SITE-SYNC: V-PORTAL Enterprise Site Sync Software	3 Perpetual Enterprise Site Licenses	\$2,940.00	\$8,820.00
VP5-SF: V-PORTAL Enterprise Store License	3 Perpetual Enterprise Site Licenses	\$2,940.00-	\$8,820.00
VP5-PD: Priority Dispatch AQUA Integration Software	3 One-Time Integration Licenses	\$3,360.00	\$10,080.00
VP5-DC-500: Interaction Data Collector Software	1 One-Time Integration License	\$11,340.00	\$11,340.00
VP5-CAD-DC-500: CAD Data Collector Recording Software	1 One-Time Integration License	\$9,660.00	\$9,660.00
Total			\$173,208.00

Professional Service Fees for QA/QI Implementation (for informational purposes only)

Service	Quantity	Cost Per Unit	Total Cost
VP5-PS-BI-3: BI Pro Bundle	96 hours	\$200.00/hour	\$19,200.00
VP5-PS-BI-4: Executive Suite BI Pro Bundle	160 hours	\$200.00/hour	\$32,000.00
Total			\$51,200.00

Equipment Fees for QA/QI Implementation (for informational purposes only)

Quantity	Equipment	Cost Per Unit	Total Cost
9	RPL-AQUA-WORKSTATIONS, inclusive of installation	\$2,500.00	\$22,500.00
10	RPL-SVR-5URM001-13-AIO; HP ML350 Gen9 LFF, 5U; inclusive of installation	\$6,915.00	\$69,150.00
TOTAL			\$91,650.00

Training Fees for QA/QI Implementation (for informational purposes only)

Service	Quantity	Cost Per Unit	Total Cost
Training (per Exhibit A) ¹	On-Site Training (Priority Dispatch): 3 days	Priority Dispatch: \$6,000.00 per day	\$23,400.00
	On-Site Training (Provider): 3 days	Provider: \$1,800.00 per day	

¹All training described in Exhibit A is included in the Training Fees outlined above.

QA Reviews

Description	Unit	Invoicing ²	Cost
Replay QA Review for 2% of all non-protocol calls	Duration of Agreement	Monthly in arrears	\$15.50 per review ³
NationalQ QA Review for 2% of all protocol calls	Duration of Agreement	Monthly in arrears	\$15.50 per review ³

²Invoicing for QA reviews must, at a minimum, detail the number of calls reviewed each month for each discipline.

³In the event that the calculation of 2% of calls in any month exceeds 3,000, Provider will only be compensated for 3,000 calls unless Provider receives written notice from County, in advance, authorizing Provider to proceed to evaluate greater than 3,000 calls in that month.

Support and Maintenance Services

Specific Support and Maintenance Services	Unit or Term	Invoicing	Annual Fee
Support and Maintenance Services per Exhibit C	November 1, 2018 – October 31, 2019	Annually in advance on November 1, 2018 ⁴	\$148,453.62
Support and Maintenance Services per Exhibit C	November 1, 2019 – October 31, 2020	Annually in advance on November 1, 2019	\$237,988.22 ⁵
Support and Maintenance Services per Exhibit C	Each Optional One Year Renewal Term	Annually in advance on November 1, 2020, 2021 and 2022 (as applicable)	\$237,988.22

⁴All Support and Maintenance fees have been fully prepaid through October 31, 2018. Support and Maintenance Services fees shall be invoiced annually in advance for all time periods on and after November 1, 2018. The annual maintenance is calculated as 29.5% for the original purchase price of Software and 22% of the original purchase price of the Equipment. To the extent the Parties agree that any Software or Equipment being maintained is relocated, added, or removed from service or support, or otherwise modified, the applicable maintenance fees shall be adjusted annually pro rata with the appropriate increase or credit applied to the next invoice;

such invoice shall be verified as accurate in writing by the Contract Administrator and Replay prior to issuance of the next invoice.

⁵Based on the additional hardware and software included as part of the VRS upgrade and QA/QI program, County shall be entitled to Support and Maintenance credit in the amount of \$89,531.60 to be applied to the next annual invoice submitted from Replay for Support and Maintenance Services commencing November 1, 2018. This credit is already applied to the annual fee stated above for November 1, 2018 through October 31, 2019.

Any travel expenses or fees incurred by Provider under this Agreement shall be the sole responsibility of Provider, unless otherwise expressly stated in this Agreement or applicable Work Authorization.

Optional Fees

Description	Unit	Invoicing	Cost	Total Cost
Review for > 2% of any calls, per written request from County	Duration of Agreement	Monthly in arrears	\$15.00 per review	N/A
Migration of VPI legacy licenses to NICE Inform v8 as part of NICE Command Center (per Section 3.2.1 of the Agreement)	Within 12 months from the date Provider notifies County in writing that the NICE Command Center is available*	One-Time Fee, per terms of applicable Work Authorization	\$650.00 per Primary Recording Channel license \$200.00 per Redundant Recording Channel license	TBD in applicable Work Authorization*

*The total cost shall be included as part of a Work Authorization and verified by County and Provider prior to initiation of the NICE Command Center project kickoff based on the number of required NICE licenses, as determined in County's sole discretion. Notwithstanding the number of channel licenses, County will receive a credit of \$381,030.00 for implementing the NICE Command Center within 12 months after the date Provider notifies County in writing that the NICE Command Center is available.

To the extent there is a discrepancy between the fees and costs outlined in this Exhibit B and the price listed in Exhibit B-1, County shall be entitled to the lower price.

Optional Software, Equipment, and Services

The Pricing Sheet attached hereto as Exhibit B-1 identifies Provider's current price for Optional Services County may elect to procure in the future. County shall be entitled to the "Unit Price" for all items listed in Exhibit B-1. If Provider's standard price list changes, it will provide a copy of

the updated price list to County, and will extend to County equivalent discounts to those provided in Exhibit B-1.

For any Optional Services County elects to purchase, County shall also be entitled to any applicable promotion or discount being made generally available by Provider to other customers at the time of County's purchase.

Exhibit B-1 – Pricing Sheet

Part Number	Description	List Price	Unit Price
VPI SEAT LICENSING: (CAPTURE)			
VP5-CVR	VPI CAPTURE: Voice Recording License. Per Activated Channel.	\$486	\$389
VP5-CVRE	VPI CAPTURE ESSENTIAL: Voice Recording License. Per Activated Channel. Up to 100 channels	\$360	\$288
VP5-CVR-Redundant	VPI CAPTURE REDUNDANT: Voice Recording License for redundant capture purposes only, per applicable terms. Per activated channel.	\$171	\$137
VP5-CSR	VPI SCREEN CAPTURE: Screen Recording License. Per Seat.	\$385	\$308
VP5-CVSR	VPI CAPTURE with Voice & Screen Recording Licenses. Priced per Seat.	\$805	\$644
VP5-LM2	Live Monitoring Only (allows live monitoring of agents not being recorded)	\$158	\$126
VPI SEAT LICENSING: (QUALITY)			
VP5-QV	VPI QUALITY with voice recording (Requires Item RPL-TRAINING-ONSITE).	\$576	\$461
VP5-QPV	VPI QUALITY PRO with voice recording. Includes smart evaluation form and coaching. (Requires Item RPL-TRAINING-ONSITE).	\$660	\$528
VP5-QVS	VPI QUALITY with voice & screen recording (Requires Item RPL-TRAINING-ONSITE).	\$639	\$511
VP5-QPVS	VPI QUALITY PRO with voice & screen recording. Includes smart evaluation form and coaching (Requires Item RPL-TRAINING-ONSITE).	\$1,050	\$840
VPI SEAT LICENSING: (WFM)			
VP5-COMMUNITY-10	VPI COMMUNITY WFM. Per Agent (increments of 10). Includes unlimited site, supervisor, schedule and administrator licenses. Total of 10 scheduled agents.	\$6,600	\$5,280
VP5-COMMUNITY-ACD-INT	ACD Integration License	\$18,000	\$14,400
VPI SEAT LICENSING: (ADDON SEAT MODULES)			
VP5-Coaching	Rules based coaching: supports desktop and classroom coaching. Per seat. (Requires Item RPL-TRAINING-ONSITE).	\$400	\$320
VP5-Q_A	VPI QUALITY - Agent Evaluation. Per seat. (Requires Item RPL-TRAINING-ONSITE).	\$544	\$435
VP5-Q-PSAP	VPI QUALITY PRO PSAP bundle. Per Dispatch / Call taker position. Includes screen recording, smart evaluation form and coaching. (Requires Item VP5-PSAP)	\$1,050	\$840
VPI SYSTEM LICENSING (V-PORTAL & INTELLIGENCE)			
VP5-VP-100-S	V-Portal Suite system license. Sized to support systems up to 100 seats or recording channels.	\$2,150	\$1,720
VP5-VP-200-S	V-Portal Suite system license. Sized to support systems up to 200 seats or recording channels.	\$3,780	\$3,024
VP5-VP-300-S	V-Portal Suite system license. Sized to support systems up to 300 seats or recording channels.	\$5,103	\$4,082
VP5-VP-400-S	V-Portal Suite system license. Sized to support systems up to 400 seats or recording channels.	\$6,804	\$5,443
VP5-VP-500-S	V-Portal Suite system license. Sized to support systems up to 500 seats or recording channels.	\$8,505	\$6,804
VP5-VPI-B-100-S	V-Portal and VPI Intelligence BUSINESS Suite bundled system license. Sized to support systems up to 100 seats or recording channels.	\$3,360	\$2,688
VP5-VPI-B-200-S	V-Portal and VPI Intelligence BUSINESS Suite bundled system license. Sized to support systems up to 200 seats or recording channels.	\$6,720	\$5,376
VP5-VPI-B-300-S	V-Portal and VPI Intelligence BUSINESS Suite bundled system license. Sized to support systems up to 300 seats or recording channels.	\$9,072	\$7,258

Part Number	Description	List Price	Unit Price
VP5-VPI-B-400-S	V-Portal and VPI Intelligence BUSINESS Suite bundled system license. Sized to support systems up to 400 seats or recording channels.	\$12,096	\$9,677
VP5-VPI-B-500-S	V-Portal and VPI Intelligence BUSINESS Suite bundled system license. Sized to support systems up to 500 seats or recording channels.	\$15,120	\$12,096
VP5-VPI-P-100-S	V-Portal and VPI Intelligence PROFESSIONAL Suite bundled system license. Sized to support systems up to 100 seats or recording channels.	\$6,720	\$5,376
VP5-VPI-P-200-S	V-Portal and VPI Intelligence PROFESSIONAL Suite bundled system license. Sized to support systems up to 200 seats or recording channels.	\$13,440	\$10,752
VP5-VPI-P-300-S	V-Portal and VPI Intelligence PROFESSIONAL Suite bundled system license. Sized to support systems up to 300 seats or recording channels.	\$18,144	\$14,515
VP5-VPI-P-400-S	V-Portal and VPI Intelligence PROFESSIONAL Suite bundled system license. Sized to support systems up to 400 seats or recording channels.	\$24,192	\$19,354
VP5-VPI-P-500-S	V-Portal and VPI Intelligence PROFESSIONAL Suite bundled system license. Sized to support systems up to 500 seats or recording channels.	\$30,240	\$24,192
VP5-VPI-E-100-S	V-Portal and VPI Intelligence ENTERPRISE Suite bundled system license. Sized to support systems up to 100 seats or recording channels.	\$9,030	\$7,224
VP5-VPI-E-200-S	V-Portal and VPI Intelligence ENTERPRISE Suite bundled system license. Sized to support systems up to 200 seats or recording channels.	\$18,060	\$14,448
VP5-VPI-E-300-S	V-Portal and VPI Intelligence ENTERPRISE Suite bundled system license. Sized to support systems up to 300 seats or recording channels.	\$24,381	\$19,505
VP5-VPI-E-400-S	V-Portal and VPI Intelligence ENTERPRISE Suite bundled system license. Sized to support systems up to 400 seats or recording channels.	\$32,508	\$26,006
VP5-VPI-E-500-S	V-Portal and VPI Intelligence ENTERPRISE Suite bundled system license. Sized to support systems up to 500 seats or recording channels.	\$40,635	\$32,508
VP5-VPI-E-600-S	V-Portal and VPI Intelligence ENTERPRISE Suite bundled system license. Sized to support systems up to 600 seats or recording channels.	\$40,635	\$32,508
VP5-VPI-E-600-R	REDUNDANT V-Portal and VPI Intelligence ENTERPRISE Suite bundled system license. Sized to support systems up to 600 seats or recording channels.	\$20,318	\$16,254
VP5-EVP-100-S	Enterprise V-Portal Suite system license. Central Portal to support multi V-Portal deployments. Sized to support up to 100 seats.	\$4,200	\$3,360
VP5-EVP-200-S	Enterprise V-Portal Suite system license. Central Portal to support multi V-Portal deployments. Sized to support up to 200 seats.	\$8,400	\$6,720
VP5-EVP-300-S	Enterprise V-Portal Suite system license. Central Portal to support multi V-Portal deployments. Sized to support up to 300 seats.	\$11,340	\$9,072
VP5-EVP-400-S	Enterprise V-Portal Suite system license. Central Portal to support multi V-Portal deployments. Sized to support up to 400 seats.	\$15,120	\$12,096
VP5-EVP-500-S	Enterprise V-Portal Suite system license. Central Portal to support multi V-Portal deployments. Sized to support up to 500 seats.	\$18,900	\$15,120
VP5-Site Sync	V-Portal Enterprise Site Sync services to Enterprise V-Portal. Used to synchronize site V-Portal data to Enterprise Portal. All admin to be managed at Enterprise Server. Per Site Portal. Sized to support 3 Primary Site V-Portals.	\$3,675	\$2,940
VP5-SF	V-Portal Enterprise Store and Forward for use with Enterprise V-Portal. Used to move and manage media from sites to Enterprise V-Portal. Per Site Portal. Sized to support 3 Site Primary V-Portals.	\$3,675	\$2,940
VP5-VPI-E-upgd-100-S	V-Portal and VPI Intelligence ENTERPRISE Suite upgrade for current VPI Performance customers. System license. Sized to support systems up to 100 seats.	\$4,200	\$3,360
VP5-VPI-E-upgd-200-S	V-Portal and VPI Intelligence ENTERPRISE Suite upgrade for current VPI Performance customers. System license. Sized to support systems up to 200 seats.	\$8,400	\$6,720

Part Number	Description	List Price	Unit Price
VP5-VPI-E-upgd-300-S	V-Portal and VPI Intelligence ENTERPRISE Suite upgrade for current VPI Performance customers. System license. Sized to support systems up to 300 seats.	\$11,340	\$9,072
VP5-VPI-E-upgd-400-S	V-Portal and VPI Intelligence ENTERPRISE Suite upgrade for current VPI Performance customers. System license. Sized to support systems up to 400 seats.	\$15,120	\$12,096
VP5-VPI-E-upgd-500-S	V-Portal and VPI Intelligence ENTERPRISE Suite upgrade for current VPI Performance customers. System license. Sized to support systems up to 500 seats.	\$18,900	\$15,120
VP5-PD	VPI's Priority Dispatch AQUA integration. Requires AQUA 6.x or higher	\$4,200	\$3,360
VP5-PD-Setup	VPI's Priority Dispatch AQUA integration labor. Non Discountable. Per workstation.	\$1,500	\$1,500
VPI SYSTEM LICENSING (MM)			
VP5-MM-100-S	Change in Media Manager system license to support change in customer environment. Sized to support systems up to 100 seats or recording channels. Customer must be under current maintenance contract with VPI which covers this item.	\$2,100	\$1,680
VP5-MM-200-S	Change in Media Manager system license to support change in customer environment. Sized to support systems up to 200 seats or recording channels. Customer must be under current maintenance contract with VPI which covers this item.	\$4,200	\$3,360
VP5-MM-300-S	Change in Media Manager system license to support change in customer environment. Sized to support systems up to 300 seats or recording channels. Customer must be under current maintenance contract with VPI which covers this item.	\$5,670	\$4,536
VP5-MM-400-S	Change in Media Manager system license to support change in customer environment. Sized to support systems up to 400 seats or recording channels. Customer must be under current maintenance contract with VPI which covers this item.	\$7,560	\$6,048
VP5-MM-500-S	Change in Media Manager system license to support change in customer environment. Sized to support systems up to 500 seats or recording channels. Customer must be under current maintenance contract with VPI which covers this item.	\$9,450	\$7,560
VPI DATA COLLECTORS			
VP5-CISCO-DS-100	Cisco UCCX or UCCE data collector for up to 100 agents.	\$7,875	\$6,300
VP5-CISCO-DS-200	Cisco UCCX or UCCE data collector for up to 200 agents.	\$15,750	\$12,600
VP5-CISCO-DS-300	Cisco UCCX or UCCE data collector for up to 300 agents.	\$21,263	\$17,010
VP5-CISCO-DS-400	Cisco UCCX or UCCE data collector for up to 400 agents.	\$28,350	\$22,680
VP5-CISCO-DS-500	Cisco UCCX or UCCE data collector for up to 500 agents.	\$35,438	\$28,350
VP5-AVAYA-DS-100	Avaya RTS and CMS data collector for up to 100 agents. Requires CMS & RT Socket from Avaya.	\$7,875	\$6,300
VP5-AVAYA-DS-200	Avaya RTS and CMS data collector for up to 200 agents. Requires CMS & RT Socket from Avaya.	\$15,750	\$12,600
VP5-AVAYA-DS-300	Avaya RTS and CMS data collector for up to 300 agents. Requires CMS & RT Socket from Avaya.	\$21,263	\$17,010
VP5-AVAYA-DS-400	Avaya RTS and CMS data collector for up to 400 agents. Requires CMS & RT Socket from Avaya.	\$28,350	\$22,680
VP5-AVAYA-DS-500	Avaya RTS and CMS data collector for up to 500 agents. Requires CMS & RT Socket from Avaya.	\$35,438	\$28,350
VP5-PCI-100	VPI Call Control tool for PCI, HIPPA and recording compliance. Leveraging VPI's API and / or URL Monitoring applications for up to 100 agents.	\$8,400	\$6,720
VP5-PCI-200	VPI Call Control tool for PCI, HIPPA and recording compliance. Leveraging VPI's API and / or URL Monitoring applications for up to 200 agents.	\$16,800	\$13,440
VP5-PCI-300	VPI Call Control tool for PCI, HIPPA and recording compliance. Leveraging VPI's API and / or URL Monitoring applications for up to 300 agents.	\$22,680	\$18,144
VP5-PCI-400	VPI Call Control tool for PCI, HIPPA and recording compliance. Leveraging VPI's API and / or URL Monitoring applications for up to 400 agents.	\$30,240	\$24,192
VP5-PCI-500	VPI Call Control tool for PCI, HIPPA and recording compliance. Leveraging VPI's API and / or URL Monitoring applications for up to 500 agents.	\$37,800	\$30,240

Part Number	Description	List Price	Unit Price
VP5-DC-100	Interaction data collector for capturing data for up to 100 agents. Leverages VPI's API, or data base connectors.	\$3,150	\$2,520
VP5-DC-200	Interaction data collector for capturing data for up to 200 agents. Leverages VPI's API, or data base connectors.	\$6,300	\$5,040
VP5-DC-300	Interaction data collector for capturing data for up to 300 agents. Leverages VPI's API, or data base connectors.	\$8,505	\$6,804
VP5-DC-400	Interaction data collector for capturing data for up to 400 agents. Leverages VPI's API, or data base connectors.	\$11,340	\$9,072
VP5-DC-500	Interaction data collector for capturing data for up to 500 agents. Leverages VPI's API, or data base connectors.	\$14,175	\$11,340
VP5-CAD-DC-100	CAD data collector for capturing events or meta data for up to 100 channel recording system. Leverages VPI's API, URL Monitoring or database connectors	\$2,678	\$2,142
VP5-CAD-DC-200	CAD data collector for capturing events or meta data for up to 200 channel recording system. Leverages VPI's API, URL Monitoring or data base connectors.	\$5,355	\$4,284
VP5-CAD-DC-300	CAD data collector for capturing events or meta data for up to 300 channel recording system. Leverages VPI's API, URL Monitoring or data base connectors.	\$7,245	\$5,796
VP5-CAD-DC-400	CAD data collector for capturing events or meta data for up to 400 channel recording system. Leverages VPI's API, URL Monitoring or data base connectors.	\$9,660	\$7,728
VP5-CAD-DC-500	CAD data collector for capturing events or meta data for up to 500 channel recording system. Leverages VPI's API, URL Monitoring or data base connectors.	\$12,075	\$9,660
VP5-CAD-DC-E	Enterprise CAD data collector for capturing events or meta data. Leverages VPI's API, URL Monitoring or data base connectors.	\$12,033	\$9,626
VP5-DM-DC-100	Data collector for capturing data from customer applications to VPI's DataMart - up to 100 agents. Leverages VPI's API, URL Monitoring or data base connectors.	\$2,835	\$2,268
VP5-DM-DC-200	Data collector for capturing data from customer applications to VPI's DataMart - up to 200 agents. Leverages VPI's API, URL Monitoring or data base connectors.	\$6,300	\$5,040
VP5-DM-DC-300	Data collector for capturing data from customer applications to VPI's DataMart - up to 300 agents. Leverages VPI's API, URL Monitoring or data base connectors.	\$8,505	\$6,804
VP5-DM-DC-400	Data collector for capturing data from customer applications to VPI's DataMart - up to 400 agents. Leverages VPI's API, URL Monitoring or data base connectors.	\$11,340	\$9,072
VP5-DM-DC-500	Data collector for capturing data from customer applications to VPI's DataMart - up to 500 agents. Leverages VPI's API, URL Monitoring or data base connectors.	\$14,175	\$11,340
VP5-DM-DC-E	Enterprise Data collector for capturing data from customer applications (Viper) to VPI's DataMart. Leverages VPI's API, URL Monitoring or data base connectors.	\$14,175	\$11,340
VP5-SA-DA-10	Screen Analytics Capture License. Per Desktop bundle of 10. Total of 10 desktops.	\$3,150	\$2,520
VP5-Append	Flag or add comments to a live call. Per workstation	\$53	\$42
VP5-MAS	MAStErMind Integration	\$5,775	\$4,620
VP5-PSAP-1-100	PSAP bundle: Instant Recall, Live Monitor, Caller ID (if available), Incident Creation & Redaction Tool. Sized for up to 100 call takers.	\$800	\$640
VP5-PSAP-1-200	PSAP bundle: Instant Recall, Live Monitor, Caller ID (if available), Incident Creation & Redaction Tool. Sized for up to 200 call takers.	\$1,050	\$840
VP5-PSAP-1-300	PSAP bundle: Instant Recall, Live Monitor, Caller ID (if available), Incident Creation & Redaction Tool. Sized for up to 300 call takers.	\$1,418	\$1,134
VP5-PSAP-1-400	PSAP bundle: Instant Recall, Live Monitor, Caller ID (if available), Incident Creation & Redaction Tool. Sized for up to 400 call takers.	\$1,890	\$1,512
VP5-PSAP-1-500	PSAP bundle: Instant Recall, Live Monitor, Caller ID (if available), Incident Creation & Redaction Tool. Sized for up to 500 call takers.	\$2,363	\$1,890
VP5-PSAP-2-100	PSAP enhanced bundle: Instant Recall, Live Monitor, Caller ID (if available), Incident Creation & Redaction Tool. Includes 1 ANI / ALI data collector. Sized for up to 100 call takers.	\$1,875	\$1,500

Part Number	Description	List Price	Unit Price
VP5-PSAP-2-200	PSAP enhanced bundle: Instant Recall, Live Monitor, Caller ID (if available), Incident Creation & Redaction Tool. Includes 1 ANI / ALI data collector. Sized for up to 200 call takers.	\$3,150	\$2,520
VP5-PSAP-2-300	PSAP enhanced bundle: Instant Recall, Live Monitor, Caller ID (if available), Incident Creation & Redaction Tool. Includes 1 ANI / ALI data collector. Sized for up to 300 call takers.	\$4,253	\$3,402
VP5-PSAP-2-400	PSAP enhanced bundle: Instant Recall, Live Monitor, Caller ID (if available), Incident Creation & Redaction Tool. Includes 1 ANI / ALI data collector. Sized for up to 400 call takers.	\$5,670	\$4,536
VP5-PSAP-2-500	PSAP enhanced bundle: Instant Recall, Live Monitor, Caller ID (if available), Incident Creation & Redaction Tool. Includes 1 ANI / ALI data collector. Sized for up to 500 call takers.	\$7,088	\$5,670
OTHER VPI SOFTWARE OPTIONS			
VP5-Login	Enables V-Portal to capture agent and associate that data with call files via work station log-in. Requires each agent has unique agent log-in name & password. Per workstation.	\$230	\$184
NICE SOFTWARE			
NPS-INF-ESNT-1CH	(1) Inform Essential Audio Recording channel license, including Inform Essential applications (excludes CTD, telephony CDR, CTI and ANI/ALI support).	\$400	\$320
NPS-INF-PROF-1CH	(1) Primary Inform Professional Audio channel license, including Inform Professional applications, CTD, telephony CDR, CTI and ANI/ALI support.	\$650	\$520
NPS-INF-ELITE-1CH	(1) Primary and (1) Resilient Inform Elite Audio Recording channel license, including Inform Elite applications, GIS, CAD, CTD, telephony CDR, CTI integrations, ANI/ALI support and (1) Text Recording channel license.	\$1,500	\$1,200
NPS-INF-PROF-1CH-UG	(1) Primary Inform Professional Audio channel license, including Inform Professional applications, CTD, telephony CDR, CTI and ANI/ALI support. For upgraded system 7 to 8	\$520	\$416
NPS-INF-PROF-RES-PPC	(1) Resilient Inform Professional Audio Recording channel license, including Inform Professional applications, CTD, telephony CDR, CTI and ANI/ALI support).	\$200	\$160
NPS-INF-PROF-MO-RES-PPC	Inform Professional Resilient Modules, including Inform Server, NIR Core Server, Satellite and CTI resilience, per Primary Professional audio channel. Resilience for Applications (Inform Server), Core Svr Res, 2N Core/Sat, CTI, N+1)	\$50	\$40
NPS-INF-PROF-ADDON-1CH	(1) Primary Inform Professional Add-On/Matrix Channel/Resource, including Inform Professional applications	\$200	\$160
NPS-INF-PROF-ADDONRES1CH	(1) Resilient Inform Professional Add-On/Matrix Channel/Resource, including Inform Professional applications	\$100	\$80
NPS-INF-ELIT-ADDON-1CH	(1) Primary and (1) Resilient Inform Elite Add-On/Matrix Channel/Resource, including Inform Elite applications	\$800	\$640
NPS-INF-CORE-P25	APCO P25/OpenSky Trunked radio Core Integration	\$22,000	\$17,600
NPS-INF-CORE-TETRA	ESN / TETRA Trunked radio Core Integration	\$3,000	\$2,400
NPS-INF-CH-P25	APCO P25 TR Channel Premium	\$400	\$320
NPS-INF-CH-TETRA	ESN / TETRA TR Channel Premium	\$180	\$144
NPS-INF-SCREEN-1CH	(1) Inform Professional/Elite Software Screen Recording channel license, including Inform Professional/Elite application support.	\$750	\$600
NPS-INF-TEXT-1CH	(1) Inform Professional Text Recording channel license, including Inform Professional application support	\$200	\$160
NPS-INF-PROF-ECPACK-PPC	Evidence Compliance PACK. Adds Organizer and Media Player.	\$200	\$160
NPS-INFRM-QAPACK-PPC	QA PACK. Adds Evaluator and Reporter.	\$450	\$360
NPS-INF-ESNT-CTIPACK-PPC	Inform Essential CTI Capability	\$100	\$80
NPS-INF-CENTARCH-CH	Centralised Archive for Inform Professional/Elite	\$50	\$40
NPS-INF-API-CORE-PPC	Inform API	\$200	\$160
NPS-INF-ELITE-STT-1CH	Inform Elite Audio Analytics - Speech to Text	\$1,200	\$960
NPS-INF-ESNT-LOCAA-PPC	Inform Essential ANI / ALI Annotation	\$200	\$160
NPS-INF-ELITE-IID-PPC	Inform Elite Incident Intelligence Dashboards	\$300	\$240
REPLAY SERVER PLATFORMS			
RPL-SVR-2URM003	2U Rack Mount: Intel Xeon Quad Core 2.4 GHz, 12GB RAM, Hot swap 500GB 7200 RPM RAID 1, 2 PCI-E slots, Windows Server 2012 STND R2 64 Bit, Redundant 720w hot swap power, 1 DVD/RAM multi-drive	\$4,550	\$4,550

Part Number	Description	List Price	Unit Price
RPL-SVR-2URM004-AIO	2U Rack Mount: All in One: Intel Xeon Quad Core 2.4 GHz, 12 GB RAM, Hot swap RAID 1 x 2 (500 GB 10K RPM, 500 GB 7200 RPM) 2 PCI-E, Windows Server 2012 STND R2 64 Bit, Redundant 720w hot swap power, 1 DVD/RAM multi-drive	\$4,700	\$4,700
RPL-SVR-2UNAS002-NAS	2U NAS Rack Mount: Intel Xeon Quad Core 2.4GHz/12GB DDR3-1333 RAM, Hot swap 2TB NAS Server RAID 1, 120GB Solid State Drive, Windows Server 2012 STND R2 64 Bit, Redundant 720w hot swap Power, 1 DVD/RAM multi-drive	\$4,700	\$4,700
RPL-SVR-MIDTWR005-AIO	Mid Tower/500W 80Plus High Efficiency Power Supply All in One: Intel i3 3.4 GHz, 8 GB RAM, 500 GB Raid 1 x 2, 5 PCIe Slots, Windows Server 2012 STND R2 64 Bit, 1 DVD/Ram multi-drive, (Note: Hot swap power and Hot swap drives not available on this model)	\$3,750	\$3,750
RPL-SVR-4URM001-12-AIOR5	4U Rack Mount - All in One Raid 5: Intel Xeon Quad Core 2.5Ghz CPU, 16GB Ram DDR3-12800, Hot swap 500GB 7200 RPM RAID 1 (2 x 500GB HD) 2nd RAID Configured as RAID 5(3 x 500GB HD) 3 PCI-E Slots (See note below) Windows Server 2012 STND R2 64 Bit,	\$4,900	\$4,900
RPL-SVR-4URM001-13-AIO-SSD	4U Rack Mount - All in One with Solid State Drives: Intel Xeon Quad Core 2.5Ghz CPU, 16GB Ram DDR3-12800, Hot swap 500GB SSD HD RAID 1 x 2 (4 x 500GB SSD HD), 3 PCI-E 3.0 Slots (See note below) Windows Server 2012 STND R2 64 Bit, Redundant 920w hot swap power, 1 DVD/RAM multi-drive. Note: 3 PCIe Synway, 2 PCIe AudioCodes	\$5,800	\$5,800
RPL-SVR-4URM001-14-AIO-2CPU	4U Rack Mount - All in One 4-6 PCI: Two Intel Xeon Quad Core 2.5Ghz CPU, 32GB Ram DDR3-12800, Hot swap 500GB 7200 RPM RAID 1 x 2, 6 PCI-E slots. (See note below) Windows Server 2012 STND R2 64 Bit, Redundant 920w hot swap power, 1 DVD/RAM multi-drive. Note: 6 PCIe Synway, 4 PCIe AudioCodes	\$5,700	\$5,700
RPL-SVR-4URM001-16	4U Rack Mount: Intel Xeon Quad Core 2.4Ghz 15MB Cache CPU, 16GB Ram DDR4-2133, Hot swap 1TB 7200 RPM, RAID 1 x 2, 1 PCI-E 3.0 x 16 AND 6 PCI-E 3.0 x 8 expansion slots, RAID x 2 Windows Server 2012 STND R2 64 Bit, Redundant 920w Hot swap power, 1 DVD/RAM multi-drive. Note: 6 Synway, 4 AudioCodes	\$5,185	\$5,185
RPL-SVR-4URM001-17	4U Rack Mount Intel Xeon Quad Core 2.4Ghz 15MB Cache CPU, 16GB Ram DDR4-2133, Hot swap 1TB 7200 RPM RAID 1, 1 PCI-E 3.0 x 16 and 6 PCI-E 3.0 x 8 expansion slots, Windows Server 2012 STND R2 64 Bit, Redundant 920w Hot swap power, 1 DVD/RAM multi-drive. 3 Synway, 2 Audiocodes	\$5,060	\$5,060
RPL-SVR-4URM-PCI-Expansion Kit	Add-on second CPU Intel Quad Core 2.5 Ghz CPU and 16 Gb Ram with additional 3 PCI-E slot usage.	\$825	\$825
RPL-SVR-MSSQL12	Microsoft SQL Server sTND 2012 w/ 5 Cal (License Only)	\$2,300	\$2,300
RPL-SVR-MSSQL-EXPRESS	Microsoft SQL Express	\$0	\$0
RPL-ServerUpgrade	Upgrade existing VRS server to meet VPI version 5.x specs. Parts for each server include 2008 Server OS 64-bit. (2) 500 GB HD's. (2) 2GB RAM. (NON-DISCOUNTABLE)	\$1,555	\$1,555
RPL-AQUA-Workstations	Workstation terminal for remote access of National Q reps. Price includes installation services.	\$2,500	\$2,500
REPLAY VOICE INTERFACE UNITS			
RPL-Digital-8	8 Port Digital Interface Card.	\$3,126	\$3,126
RPL-Digital-24	24 Port Digital Interface Card.	\$6,812	\$6,812
RPL-Analog-8	8 Port Analog Interface Card.	\$2,032	\$2,032
RPL-Analog-24	24 Port Analog Interface Card.	\$5,052	\$5,052
VP5-MITAI	Mitel MiTAI per extension	\$80	\$80
VP5-Contact-48	Contact Closure Interface Card. Supports up to 48 analog interface channels.	\$1,520	\$1,520
RPL-912-0331-002	SALES ASSY, IPX-C KIT, 30 IPX, 30 MEDIA, 4U Servers	\$2,523	\$2,523
RPL-912-0705-002	SALES ASSY, IPX-EX KIT, 30 IPX, 30 MEDIA, 2U Servers	\$1,557	\$1,557
RPL-910-0910-001	10 LICENSE BUNDLE, HPXMEDIA	\$278	\$278
RPL-910-0910-002	20 LICENSE BUNDLE, HPXMEDIA	\$532	\$532
RPL-910-0910-003	30 LICENSE BUNDLE, HPXMEDIA	\$707	\$707
RPL-910-0910-005	50 LICENSE BUNDLE, HPXMEDIA	\$1,057	\$1,057

Part Number	Description	List Price	Unit Price
RPL-910-0911-002	20 LICENSE BUNDLE, IP MONITORING	\$144	\$144
RPL-910-0911-003	30 LICENSE BUNDLE, IP MONITORING	\$194	\$194
RPL-910-0911-005	50 LICENSE BUNDLE, IP MONITORING	\$317	\$317
RPL-910-0912-001	10 LICENSE BUNDLE, IP FORWARDING	\$253	\$253
RPL-910-0912-002	20 LICENSE BUNDLE, IP FORWARDING	\$480	\$480
RPL-910-0912-003	30 LICENSE BUNDLE, IP FORWARDING	\$680	\$680
RPL-910-0912-005	50 LICENSE BUNDLE, IP FORWARDING	\$1,097	\$1,097
RPL-912-0801-008	Sales Assy, HPX Kit, MTR/FWD, 30 Media	\$1,054	\$1,054
RPL-HPX	Base soft RTP monitoring and forwarding bundle. Includes 30 monitoring and 30 forwarding licenses. NON-DISCOUNTABLE	\$2,680	\$2,680
VPI 3rd Party Integration Solutions			
VP5-MOTO-P25-1	Motorola P25 API for first AIS Server	\$87,000	\$87,000
VP5-MOTO-P25-ADDL	Motorola P25 API for each additional AIS Server (pass through)	\$15,960	\$15,960
VP5-MOTO-P25-UPGD-1	Motorola P25 API for upgrading first AIS Server (pass through)	\$12,000	\$12,000
VP5-MOTO-P25-UPGD-ADDL	Motorola P25 API for upgrading each additional AIS Server (pass through)	\$2,400	\$2,400
VP5-MotoP25-SS	Motorola P25 Server setup fee	\$13,000	\$13,000
VP5-MotoAISUG-SS	Motorola P25 AIS Upgrade setup fee	\$3,000	\$3,000
VP5-MC	Motorola P25 Codec. One required for every 32 channels (pass through)	\$1,153	\$1,153
VP5-P25-H-Redundant	VPI P25 Redundant Interface for Harris Radio	\$13,125	\$13,125
VP5-VPI-P25-M	VPI P25 Interface for Motorola Radio. Supports up to 256 talk groups on a single AIS Server.	\$15,750	\$15,750
VP5-VPI-P25-M-R	VPI P25 Interface for Motorola Radio - Redundant. Supports up to 256 talk groups on a single AIS Server.	\$9,375	\$9,375
VP5-Detrunk-Zone	Motorola De-trunking media messaging for Smart Zone Systems. SW Only. Genesys GenWatch/GwnSPOut are required and must be supplied by customer.	\$18,900	\$18,900
VP5-Detrunk-Net	Motorola De-trunking media messaging for Smart Net Systems. SW Only. Genesys GenWatch/GwnSPOut are required and must be supplied by customer.	\$9,975	\$9,975
VP5-P25-H	VPI P25 Interface for Harris Radio	\$26,250	\$26,250
REPLAY SERVER PERIPHERALS			
RPL-PERIPHERALS	Monitor, Keyboard, Mouse and Speakers Package (pass through)	\$400	\$400
RPL-PDU-19RACK	19 in 1U Rackmount 8 Outlet PDU Power Distribution Unit 125V (NON-DISCOUNTABLE)	\$100	\$100
RPL-RLKT	Sliding Rail Kit (excludes HP servers)	\$140	\$140
RPL-SRLKT	Sliding Rail Kit: Tower - Rack conversion kit for HP 110 Server (NON-DISCOUNTABLE)	\$570	\$570
RPL-ServerKit	Server Peripheral kit for CPE: includes sound card and remote diagnostic software. (NON-DISCOUNTABLE)	\$450	\$450
REPLAY DATA STORAGE			
RPL-NAS-2TB	2TB* NAS Server - 2U Rack Mount with Windows Server OS loaded on a Solid State drive, dual hot/swap power supplies and RAID5 hot/swap data drives (*Note: actual usable space 1.85 TB) (NON-DISCOUNTABLE)	\$4,250	\$4,250
RPL-NAS-4TB	NAS Appliance 1U Rack-mountable - 4TB (NON-DISCOUNTABLE)	\$2,100	\$2,100
RPL-NAS-10TB	Replay NAS Server- 10TB Rack mountable storage device.	\$2,200	\$2,200
RPL-NAS-16TB	READYNAS 2120 NAS Server - 16TB Rack Mountable - 4X4TB - 1U	\$2,921	\$2,921
RPL-NAS-32TB	NAS Appliance 2U Rack-mountable - 32TB	\$18,105	\$18,105
RPL-UG-1TBHD	Upgrade 500GB Hard drives to 1TB	\$200	\$200
REPLAY OTHER PERIPHERAL HARDWARE COMPONENTS			
RPL-DLP	Dynametric Logger Patch	Varies	Varies
RPL-B	Beep tone generator (for digital telephones).	Varies	Varies
RPL-KVM-8Port Monitor	19 inch LCD Monitor with 8 Port KVM Switch and Mouse (Part SMK-980S19D) (NON-DISCOUNTABLE)	\$1,800	\$1,800

Part Number	Description	List Price	Unit Price
RPL-Monitor 17"	17" Flat Screen CRT Monitor (NON-DISCOUNTABLE)	\$299	\$299
RPL-Monitor 17"SP	17-IN LCD Flat Panel Monitor, built-in speakers (NON-DISCOUNTABLE)	\$499	\$499
RPL-MN-UPS	UPS Uninterruptable Power Supply for Servers – Minimum of 1500VA / 500 W, Input 120V / Output 120v. Run time for single server up to 1 hour. Includes monitoring software plus (2) extended power cables and (1) USB cable. (NON-DISCOUNTABLE)	\$450	\$450
RPL-Cable15	15FT 25-Pair Cable (NON-DISCOUNTABLE)	\$73	\$73
RPL-Cable25	25FT 25-Pair Cable (NON-DISCOUNTABLE)	\$81	\$81
NICE HARDWARE			
NPS-INF-ADT-SHORT	Analog / Digital / Trunk short length PCI-E interface board (NO CABLE included)	\$1,500	\$1,350
NPS-INF-ADT-FULL	Analog / Digital / Trunk full length PCI-E interface board (NO CABLE included)	\$2,400	\$2,160
NPS-NR-CTC	Contact closure board for up to 96 recording channels	\$1,290	\$1,290
NPS-NR-CTC-24EXT	Additional 24 channels terminal card and ribbon cable for Contact Closure Board	\$576	\$576
NPS-NR-SRV-17-ML30	HP ML30 Gen9 4LFF, 1 x E3-1220v5 3.0GHz 4 Core, 16GB RAM HP (2) 1TB 6G SATA 7.2k 3.5in SC MDL HDD Storage Controller HPE Dynamic Smart Array B140i HP RAID 1 Drive 1 FIO Setting HP (1) 350w Plat Power Supply, Win Svr 2016	\$3,145	\$3,145
NPS-NR-SRV-17-ML350	HP ML350 Gen9 LFF, 2 x E5-2620v4 2.10 GHz 8 Core, 32GB RAM HPE (2) 1TB 12G SAS 7.2K rpm LFF (3.5in) HP Storage Array P440ar/2GB Controller, HP RAID 1 HP (2) 800w Plat Power Supply HP 9.5mm SATA DVD-RW Jb Gen9 Kit HP ML350 Gen9 Tower to Rack Conversion Kit, Win Svr 2016 1 * 4-Port Gigabit Ethernet Adapter	\$6,915	\$6,915
NPS-NR-SRV-17-DL180	HP DL180 Gen9 8LFF, 2 x E5-2620v4 2.10 GHz 8 Core, 32GB RAM HPE (2) 1TB 12G SAS 7.2K rpm LFF (3.5in) HP Storage Array P440ar/2GB Controller, , HP RAID 1 HP (2) 900w Plat Power Supply, Win Svr 2016 1 * 4-Port Gigabit Ethernet Adapter	\$5,970	\$5,970
NPS-NR-SRV-17-DL360	HP DL360 Gen9 4LFF, 2 x E5-2620v4 2.10 GHz 8 Core, 32GB RAM HPE (2) 1TB 12G SAS 7.2K rpm LFF (3.5in) HP Storage Array P440ar/2GB Controller, , HP RAID 1 HP (2) 500w Plat Power Supply, Win Svr 2016 1 * 4-Port Gigabit Ethernet Adapter	\$5,750	\$5,750
NPS-HPCP-ML30-3Y24X7	HP ML30 Care Pack - 3 years warranty extension	\$360	\$360
NPS-HPCP-ML30-5Y24X7	HP ML30 Care Pack - 5 years warranty extension	\$660	\$660
NPS-HPCP-ML350-3Y24X7	HP ML350 Care Pack - 3 years warranty addition	\$1,458	\$1,458
NPS-HPCP-ML350-5Y24X7	HP ML350 Care Pack - 5 years warranty extension	\$3,528	\$3,528
NPS-HPCP-DL360-3Y24X7-2	HP DL360 Gen9 Care Pack - 3 years warranty addition	\$1,476	\$1,476
NPS-HPCP-DL360-5Y24X7-2	HP DL360 Gen9 Care Pack - 5 years warranty extension	\$3,432	\$3,432
NPS-HPCP-DL180-3Y24X7	HP DL180 Care Pack - 3 years warranty addition	\$1,800	\$1,800
NPS-HPCP-DL180-5Y24X7	HP DL180 Care Pack - 5 years warranty extension	\$3,000	\$3,000
NPS-NR-HD1TB	HP 1TB 6G SAS HDD	\$684	\$684
NPS-NR-HD6TB	HP 6TB 6G SAS HDD	\$1,680	\$1,680
NPS-NR-1TB-SATA	HP 1TB SATA HDD	\$432	\$432
NPS-NR-HW-RPSU-30	Redundant Power Supply Unit for HP ML30 server	\$792	\$792
NPS-NR-HW-NIC-4PORT	4-Port Gigabit Server Adapter Ethernet Card	\$864	\$864
NPS-NR-HDCAGE-DL180	Cage to house additional LFF HD within DL180 Server	\$1,860	\$1,860
NPS-NR-HDCAGE-ML350	Cage to house additional LFF HD within ML350 Server	\$2,220	\$2,220
NPS-NR-RDXCAGE-ML350	Cage to house additional internal RDX drive within ML350 Server	\$120	\$120
NPS-NR-HW-RDX-INT-1TB	HP RDX USB 3.0 Internal Docking Station for ML30/ML350 with 1TB Disk Cartridge	\$852	\$852
NPS-NR-HW-RDX-INT-2TB	HP RDX USB 3.0 Internal Docking Station for ML30/ML350 with 2TB Disk Cartridge	\$1,224	\$1,224
NPS-NR-RDX-CABLE-KIT	HP ML30 Gen9 Tape Drive Cable Kit for RDX	\$78	\$78
NPS-NR-HW-RDX-EXT	HP RDX500 USB3.0 External Disk Backup System	\$1,032	\$1,032
NPS-NR-HW-RDX-CHAS	HP 1U Chassis Internal (USB2.0) RDX500 Backup system	\$3,240	\$3,240
NPS-NR-RDX-1TB	HP RDX 1 TB Removable Disk Cartridge	\$384	\$384
NPS-NR-RDX-2TB	HP RDX 2 TB Removable Disk Cartridge	\$780	\$780
NPS-NR-ANA-DIG-CABLE-6	Connection cable 6m for Analog/Digital cards	\$72	\$72
NPS-NR-ANA-DIG-CABLE-10	Connection cable 10m for Analog/Digital cards	\$107	\$107
NPS-NR-ANA-DIG-CABLE-10-RA-M	Right-angle Connection cable 10m for Analog/Digital cards - 180M to 90M	\$144	\$144

Part Number	Description	List Price	Unit Price
NPS-NR-ANA-DIG-CABLE-10-RA-F	Right-angle Connection cable 10m for Analog/Digital cards - 180M to 90F	\$144	\$144
NPS-NR-ANA-DIG-CABLE-15	Connection cable 15m for Analog/Digital cards	\$214	\$214
NPS-NR-ANA-DIG-CABLE-20	Connection cable 20m for Analog/Digital cards	\$280	\$280
NPS-NR-600-OHM-TERMINATION	External 600 ohm termination kit of up to 10 pairs for Radio	\$348	\$348
NPS-NR-SPLIT-SERIAL-CABLE	Split Serial Cable RS232 10 meter (used for CDR)	\$214	\$214
NPS-NR-MOXA-N-1	Moxa NPort 1port device server w/(1)DB9M RS232 port & (1) 10/100 network port.	\$372	\$372
NPS-NR-PP-E1	1U Patch Panel 8 E1(S) input/output/loopback	\$288	\$288
NPS-NR-PP-PCM32	1U Patch Panel 8 PCM32(S) input/output/output, for BT	\$526	\$526
NPS-NR-PP1U-24A	1U PP 24A/P 2-wire input + 10m cable to telco conn.	\$329	\$329
NPS-NR-CABLE-3-RJ45-2-5	Cable 3 x RJ45 to telco 2,5m	\$164	\$164
NPS-NR-CABLE-3-RJ45-4-6	Cable 3 x RJ45 to telco 4,6m	\$197	\$197
NPS-NR-RJ45-LOOP	RJ45 E1 Loop back adapter (used for EADS)	\$82	\$82
NPS-NR-PP-IPC	1U Patch Panel 8 E1(S) input/output/output/loopback; used for IPC connections or E1 in 2N resilience	\$526	\$526
NPS-NR-REC-API-RT	Recorder API Runtime and OCCI Runtime License	\$1,644	\$1,644
NPS-NR-REC-API-SDK	Recorder API – Software Development Kit (SDK)	\$4,932	\$4,932
NPS-NR-REP-API-NF399	NF399 Compliant Search and Replay API	\$1,800	\$1,800
NPS-MEDIA-PACK	Media Pack Physical Software Delivery per Installed Site.	\$360	\$360
NPS-CSTRCK-SNMP3	Public Safety SNMP solution	\$2,880	\$2,880
NPS-SYS-RBEA	Relay Board for External alarming - 12V	\$1,800	\$1,800
NPS-SYS-RBEA24V	Relay Board for External alarming - 24V	\$1,800	\$1,800
NPS-COMMITMENT-HW	Commitment to deliver out of scope hardware	\$0	\$0
NPS-COMMITMENT-SW	Commitment to deliver out of scope or R&D software	\$0	\$0
NPS-SQL2016-64-2CORE	MS SQL 2016 Standard Edition 64 bit - Server License Per 2 x Processor Cores	\$6,000	\$6,000
NPS-SQL2016-64-CAL-SVR	MS SQL 2016 64 bit Server Client Access License	\$240	\$240
NPS-SQL2016-64-CAL-USR	MS SQL 2016 64 bit User Client Access License	\$240	\$240
NPS-MYSQL-STD	MySQL Server license (Standard Edition)	\$264	\$264
NPS-MYSQL-ENT	MySQL Server license (Enterprise Edition). Required for advanced features inc. MySQL Enterprise Backup, MySQL Audit, MySQL Transparent Data Encryption (TDE)	\$6,480	\$6,480
NPS-OS2016-64-LIC	Microsoft Windows 2016	\$588	\$588
NPS-OS2012-64-LIC	Microsoft Windows 2012	\$612	\$612
NPS-OS2008-64-LIC	Microsoft Windows 2008	\$480	\$480
NPS-TPS-ELTIMA-LIC	Eltima Serial Splitter Software	\$120	\$120
NPS-INF-CORE-DTRL-ENC	NICE DTRL P25 Encryption Support	\$18,000	\$18,000
NPS-APCOP25-CLEAR	New Phase One/Two Clear System, ISSI-G Keylock Dongle Phase One/Two c/w 200 streams enabled	\$13,440	\$13,440
NPS-APCOP25-CRYPT	New Phase One/Two Encrypted System, ISSI-G Keylock Dongle Phase One/Two c/w 200 streams enabled	\$22,560	\$22,560
SERVICES			
RPL-PM-DAY	Replay Systems project management per day plus travel expenses, if applicable (1 Day Only) M-F, 8-5 Only	\$1,800	\$1,800
RPL-PM-HOUR	Replay Systems project management per hour plus travel expenses, if applicable; M-F, 8-5 Only	\$195	\$195
RPL-SHIPPING-PRIORITY	Priority Shipping and Special Handling Charge	\$400	\$400
RPL-OUT-CUTOVER	Cutover Services Outside Normal Business Hours	\$1,000	\$1,000
VP5-PS-BI-1	WFO BI Bundle. 20 hours over 3 months	\$4,000	\$4,000
VP5-PS-BI-2	Contact Center BI Pro Bundle. 40 hours over 3 months	\$8,000	\$8,000
VP5-PS-BI-3	Operations BI Pro Bundle. 96 hours over 3 months	\$19,200	\$19,200
VP5-PS-BI-4	Executive Suite BI Pro Bundle. 160 hours over 3 months	\$32,000	\$32,000
VP5-BI-E2-1	Executive BI Bundle. 240 Hours over 6 months.	\$66,000	\$66,000
VP5-PS-Community	WFM Professional Services including remote installation and on-site training and includes one ACD integration set up and installation from Licensor's off the shelf adapters per training cycle including 3 on-site visits of 2, 4 and 2 days respectively	\$28,800	\$28,800

Part Number	Description	List Price	Unit Price
VP5-ENT-Vportal-PS	VPI Enterprise VPortal. Enables an Enterprise Vportal and VPI Core Components in a centralized configuration. Per Enterprise Vportal instance.	\$13,650	\$13,650
REPLAY MANAGED SERVICES			
RPL-RQA-C	Replay Systems Quality Assurance Services plus Coaching. Per Evaluation.	\$18	\$15.50
RPL-RQA-AQUA	Replay Systems Quality Assurance Services performed in Priority Dispatch's Aqua software. Per Evaluation.	\$17	\$15.50
RPL-RQA Setup	One time set-up fee up to 20 seats. Document build and training. Must have VPI, HigherGround or NICE system and QA licensed.	\$3,000	\$2,700
RPL-RQA Setup5	One time set-up fee up to 5 seats. Document build and training.	\$5,000	\$4,500
RPL-RQA Setup10	One time set-up fee up to 10 seats. Document build and training.	\$6,500	\$5,850
RPL-RQA Setup15	One time set-up fee up to 15 seats. Document build and training.	\$9,000	\$8,100
RPL-RQA Setup20	One time set-up fee up to 20 seats. Document build and training	\$11,500	\$10,350
RPL-AOD-STD	Replay Audio on Demand (less than 6 segments). Per request.	\$35	\$32
RPL-AOD-WREDAC	Replay Audio on Demand (less than 6 segments) PLUS Redaction. Per Request.	\$40	\$36
RPL-AOD-MSEQ	Replay Audio on Demand (more than 6 segments). Per request.	\$75	\$68
RPL-AOD-SP	Replay Audio on Demand Special Projects (large incident recreations, multiple day, special events, etc.) Per hour.	\$195	\$176
RPL-CST-STD	Replay Consult - 20 hours of consulting in a 3 month period	\$3,750	\$3,375
RPL-CST-PRO	Replay Consult - 40 hours of consulting in a 3 month period	\$5,500	\$4,950
RPL-CST-EXEC	Replay Consult - 60 hours of consulting in a 3 month period	\$7,500	\$6,750
RPL-RM-LEVEL 1	Remote Monitoring Heartbeat and Critical Error (Windows and recorder). Priced per server. (Available on an annual basis only)	\$1,200	\$1,080
RPL-RM-LEVEL 2	Remote Monitoring Heartbeat and Critical Error (Windows and recorder) plus quarterly Microsoft Updates. Priced per server. (Available on an annual basis only)	\$2,400	\$2,160
RPL-RM-LEVEL 3	Remote Monitoring Heartbeat and Critical Error (Windows and recorder) plus quarterly Microsoft Updates and AntiVirus Updates (must be supported). Priced per server. (Available on an annual basis only)	\$3,600	\$3,240
RPL-CST-STD10	Replay Consult - 10 hours of consulting in a 3 month period	\$1,950	\$1,755

Exhibit C - Support and Maintenance Services

Provider shall provide Support and Maintenance Services as set forth in this Exhibit C for all Software currently supported and Software listed in Exhibit A and Exhibit A-1, and for all Equipment currently supported and Equipment listed in Exhibit A and Exhibit A-2.

1. General System Support and Maintenance Services

Provider shall provide County with Support and Maintenance Services so as to ensure and maintain optimal performance of the System consistent with the Statement of Work and the Documentation, which services shall include the following:

- Timely response and resolution of any errors, defects, malfunctions or other issues affecting the use or performance of the System (collectively, "Events") in keeping with the Required Response Times stated below;
- Providing and facilitating the installation of updates, upgrades and releases as they are made available to Provider's other clients;
- Notification of patches and updates affecting security, and applying, testing, and validating the appropriate patches, updates, and workarounds on a test version of the application before distribution;
- On-call availability via telephone and e-mail during normal business hours to receive and respond to inquiries or questions from County regarding use, operation, or functionality of the System;
- Emergency availability via telephone and e-mail after business hours to receive and respond to specific technical problems and questions relating to the operation or functionality of the System;
- Use of ongoing best efforts to maintain the optimal functioning of the Software, to correct configuration, programming, and coding errors, and to provide solutions to known errors affecting the operation of the System;
- Routine notification to County as it becomes available of new or updated information pertaining to the System and the Documentation; and
- Monitoring of System alarms via email notifications to the Provider Help Desk, on call technician, and County.

Provider shall provide Support and Maintenance Services for all Equipment and Software which are currently in place and for those which may be provided to County by Provider in the future at the following PSAPs (the location and number of PSAPs may be modified by County Contract Administrator on written notice to Provider):

Regional	1) South PSAP - Pembroke Pines, Florida 2) Central PSAP - Sunrise, Florida 3) North PSAP - Coconut Creek, Florida
Non-Regional	1) Plantation PSAP - Plantation, Florida 2) Coral Springs PSAP - Coral Springs, Florida

3) Emergency Operations Center PSAP - Plantation, Florida

The Equipment and Software currently in place and supported by Provider under this Agreement are set forth on Exhibit A-1 and Exhibit A-2. To the extent the Equipment and Software identified in Exhibit A pass Final Acceptance testing, such Equipment and Software shall be deemed automatically included in Exhibits A-1 and A-2, as applicable. Provider and County Contract Administrator shall periodically review and update Exhibit A-1 and Exhibit A-2 in writing to reflect the inclusion of the additional Equipment and Software, as well as any other agreed-upon changes, which amended versions shall automatically update and replace the applicable Exhibit attached hereto.

2. Service Descriptions and Service Requirements

Provider shall be responsible for the following Services and requirements:

a. Equipment Support and Replacement

Provider shall provide the following as part of its Support and Maintenance Services:

- Provider shall maintain an adequate inventory of critical spare parts, at no cost to County, to maintain and support all Equipment and Software.
- Provider shall provide replacement or refurbished parts for any critical non-functional Equipment within two hours of root cause identification utilizing spare parts inventory for critical parts (i.e., parts associated with Severity 1 or Severity 2 Service Levels as identified below) at no additional cost to the County.

b. Inventory

Provider shall ensure an inventory of critical spare parts are available within a Provider supplied storage facility within Broward County, and Provider shall provide County a list of critical spare parts in the storage facility within thirty (30) days after execution of this Agreement and on an annual basis thereafter, unless otherwise agreed by the parties. Critical parts are deemed as Provider-provided components necessary to meet the Service Level Matrix response time and resolution time goals. Critical parts include third party Provider-provided server components. Provider shall ensure the inventory and availability of critical Equipment parts required for the PSAPs to record all calls.

c. Dispatch Onsite Support Services

Provider shall provide the following dispatch onsite support services:

- Provider shall provide local technicians to respond and resolve ticket requests for all Events within the service levels listed in the Service Level Matrix.
- The local technicians will provide Support and Maintenance Services as needed among the six (6) PSAP locations, and shall also develop and implement Change Management Requests ("CMRs"), work with other third-party Providers of County to triage, troubleshoot, address problems where interfaces/integration is within scope, plan and implement patch upgrades, and participate in bi-weekly and monthly meetings to provide status on issues and requests, root cause analysis of issues reported, and System enhancements. Root cause shall be the factor identified through

troubleshooting that caused the issue or problem and shall be eliminated with a permanent solution.

- Local technicians shall meet or exceed the response times outlined in the Service Level Matrix below twenty-four (24) hours a day, seven (7) days per week and 365 days per year.
- Local technicians shall be capable of resolving Equipment, Software, Software configuration, interface, and network related problems.
- Provider shall perform preventive maintenance on a monthly basis at each of the PSAPs. Preventive maintenance shall include, but not be limited to, maintenance to verify and perform backups on all systems, verifying positions and all 911 trunks are recording, verifying all server statuses, available storage capacity on positions and servers, server memory and CPU utilization, hard drive checks, error log checks, alarm log checks, check error lights, firmware checks, and any other preventive maintenance activities mutually agreed upon between the County and the Provider on a monthly basis to avoid unexpected failures of the System or components of the System. The final reports of all preventive maintenance activities conducted and the outcome of each shall be provided on a monthly basis to the County.
- Provider shall maintain a backup of all data within the System. Provider shall provide and maintain an updated backup schedule of all backups associated with the System and its associated components and ensure that the backup is performed automatically by the System on a weekly and monthly basis.
- Provider shall develop a step-by-step MOP that identifies tasks in all CMRs.
- Provider shall, at the completion of each CMR, provide sufficient written notification of such completion to the Contract Administrator and stakeholders identified by County.
- Provider shall complete all testing identified by County in the CMR for System changes. Provider shall send an email to stakeholders identified by County after each CMR has been successfully tested and completed by Provider.
- Provider's Help Desk shall proactively address problems reported or detected by an alarm condition and ensure that a ticket is opened and assigned, and the problem is resolved in a timely manner.
- All tickets opened and closed by Provider will include automatic email notification to County's Contract Administrator.

d. Remote Monitoring

Provider shall provide remote monitoring as follows:

- Real time alarm monitoring for the VRS at all PSAP locations.
- Monitoring and automatic dispatch by the Provider shall be provided on problems impacting County's ability to record calls. Dispatch shall be based on the agreed upon service levels outlined under the Service Level Matrix.

- According to the alarm definitions defined by County and agreed upon by Provider, Provider shall ensure that the VRS alarm configuration and notification process shall be set up to provide notification via email as each alarm occurs to Provider and County.
- Provider shall proactively monitor and notify the Contract Administrator via email (and any other email addresses as requested in writing by the Contract Administrator) of issue detection, tracking, and resolution.
- Provider shall dispatch local technicians onsite as specified in the Service Level Matrix for all alarm events that impact a call taking position on the floor or for critical components of the System that inhibit the County's ability to record calls or retrieve recordings.

e. Remote Technical Support

Provider shall serve as the initial level of support via a toll-free telephone number to the Provider's Help Desk to respond to any alarm conditions and resolve any System problems detected by the System monitoring process. Provider shall notify the County via phone call and email regarding any critical, major alarm conditions discovered through the alarm monitoring process. Provider's Help Desk shall engage other Provider resources and notify the County via phone call and email should onsite dispatch be required.

f. Service Coverage

Provider shall ensure the following service coverage is provided:

- Coverage shall be 24 hours a day, seven (7) days per week, 365 days per year with dispatched onsite technicians and Help Desk support.
- During an emergency event activation (e.g., storm, PSAP evacuations, etc.) two technicians may be required by the Contract Administrator to be dispatched on-site for eight (8) to twelve (12) hours as needed, by County under safe and reasonable conditions. County will inform Provider of emergency coverage at least seventy two (72) hours prior to emergency activation when possible. In the event seventy two (72) hour prior notification is not possible, the County should make best efforts to notify Provider of Provider technician coverage for emergency event notification.

3. Software and Equipment Upgrades

Provider shall inform County of all Software and Equipment end of sale and end of support dates at least one (1) year in advance to allow ample time to secure any required funding and complete the upgrades to the latest supported releases.

Provider shall provide and install Software updates and patches at no additional cost to County. Provider shall install all Software upgrades, new releases, updates, and patches using the County's CMR process at no additional cost to County. Provider shall coordinate with County to review new Software releases as they become available.

Provider shall schedule the implementation of all updates, upgrades, patches and new Software releases with the prior written approval of County. Provider shall develop a step-by-step event plan and MOP which lists every activity, duration of the activity, and scheduled time for the

activity during an upgrade, and submit to County for review and approval prior to implementation.

Provider shall ensure that Equipment and Software are kept up to date with all lifecycle updates to maintain ongoing support. Lifecycle updates for the System and all component subsystems (i.e. Windows operating system, Firebird database, VPI VPortal, VPI Empower, and VPI Command Center) and other software updates shall be provided by Provider.

4. Response Times and Severity Levels

Support and Maintenance Services shall be provided via telephone, electronic communication, on-site, or as otherwise appropriate to address the issue. Any update, upgrades, releases, or other modifications to the Software shall be provided via electronic communication and for download via the Internet, if practicable. To the extent necessary to resolve an Event or other support request, Provider shall provide support on-site at any office or location of a Broward County agency. Provider agrees that its personnel shall be suitably trained in the operation, maintenance, and support of the Software and System. If, in the reasonable opinion of County, the personnel provided are not acceptable, Provider agrees to provide suitable replacements.

Required Response Times. Upon notice by County of an Event, Provider shall address and resolve the Event consistent with the following priority, response, and resolution levels:

Service Level Matrix

Severity Level	Definition	Remote Response Time After Notice	Onsite Response Time After Notice	Resolution Time After Notice
1 (Critical) (Emergency Service Times)	Severity Level 1 problems involve a System failure and a major loss of functionality that renders the VRS System or the VPI Command Center inoperable or Workforce Management System failure	15 Minutes	2 Hours	Provider to dedicate available resources and resolve such issues within 4 hours

Severity Level	Definition	Remote Response Time After Notice	Onsite Response Time After Notice	Resolution Time After Notice
2 (Severe) (Emergency Service Times)	<p>Severity Level 2 problems involve the failure or loss of functionality of non-critical functional components or features, while the System itself remains operable.</p> <p>Severity Level 2 involves a major impact such as a loss of recording or playback capability at one or more PSAPs. Inability for one or more positions to be able to retrieve recordings, inability to play calls on V-Portal, major or critical alarm conditions, the loss of screen capture capability, or failed power supplies on an individual server, Logger failure, P25 Server Failure, EPortal Failure, or inability to access the storage device to retrieve a recording.</p>	15 minutes	2 Hours	Provider to dedicate available resources and resolve such issues within 6 hours or reduced to Severity Level 3 or below
3 (Non-Critical) (Regular Response Times)	<p>This class of problem requires action from the Help Desk within a short time.</p> <p>Severity Level 3 problems may cause performance degradation or system components (e.g. Inability to export calls from V-Portal, individual users unable to access system, no ANI/ALI in call records) to malfunction or fail. Severity Level 3 may involve one position recording or playback non-functioning.</p>	2 Hours	8 hours	Replay will work until issue is resolved.

Severity Level	Definition	Remote Response Time After Notice	Onsite Response Time After Notice	Resolution Time After Notice
4 (Minor) (Regular Response Times)	Issues under this Severity Level are non-service affecting. This Severity Level also includes enhancement requests. (e.g. request to record additional positions, change position IDs, add trunk recordings for select positions)	Next Business Day	Next Business Day	Based on estimate of effort to complete the request
5 (Inquiries)	Non-urgent inquiries (e.g., what is required to transition to Voice over Internet Protocol recordings)	2 Business Days	May not apply	Based on estimate of effort to complete the request

Notwithstanding the above-stated schedule, Provider shall use best efforts to correct any Events as expeditiously as possible for Severity Level 1, 2, and 3 Events. The Parties shall mutually agree on the initial Severity Level of an Event based on the contractual Severity Level definitions. The Contract Administrator may escalate an Event by notifying Provider, and Provider will make best efforts to respond to County accordingly.

Failure to Meet Required Response Times. If Provider fails to meet the Required On-Site Response Times, County shall be entitled to a \$200.00 credit on its next invoice for each hour that Provider's response time exceeds the Required Response Times, which the Parties agree is a fair and reasonable approximation of County's negative financial impact caused by the delay in Provider's response.

Service Credits.

If Provider fails to provide County with a temporary workaround or program correction for a Severity 1 or 2 issue within the timeframes stated below, then for each such failure Provider will issue a credit to the County in the following amounts:

Severity Level	Resolution / Temporary Workaround Goal	Service Credit
Severity 1	2 hours after arrival onsite	5% of monthly Support and Maintenance Services fees (calculated as one-twelfth (1/12) of the annual fee outlined in Exhibit B)
Severity 2	4 hours after arrival onsite	2.5% of monthly Support and Maintenance Services fees

Severity Level	Resolution / Temporary Workaround Goal	Service Credit
		(calculated as one-twelfth (1/12) of the annual fee outlined in Exhibit B)

County will request for a service credit within 30 days after the date of the incident, and Provider will apply credits to the next invoice.

Service Credits will be waived by the County if any failure to meet the above service level is caused by any of the following:

1. Delay attributable to County or a third party under County's control.
2. Force majeure events.

5. Managerial Approach & Communication

Provider's Key Personnel are identified in Exhibit A.

Provider is responsible for all Provider technician activity including, but not limited to, resource assignments, Service Level Matrix adherence, and communication with technicians. The County, at the request of its stakeholders, has the ability to prioritize ticket response and work efforts upon approval from the local Provider Technician Supervisor.

Management Meetings

Provider shall ensure the following communication procedures are followed:

- i. On a monthly basis, the Provider shall conduct maintenance services meetings onsite or via phone conference to review status and progress updates on current issues reported, chronic System problems, enhancement requests, escalated requests, monthly metrics, ticket priorities, incident management opportunities, and root cause resolution on all issues reported.
- ii. Provider shall conduct executive meetings with County designated personnel on a semi-annual basis to provide organizational updates, product roadmap updates, and other agenda items that shall be developed between Provider and the County.

Escalation

All service problems should be reported to the Replay Systems Help Desk at 800-722-3472. During business hours, the service coordinator will contact the appropriate service personnel for the problem. After hours, Provider's answering service will page the on call technician. If the on-call technician does not pick up the call in 15 minutes, they will call his mobile number. If there is no answer, the Lead Service Technician is paged and called. If, after paging the on-call and Lead Service Technician, the call is still not picked up, the answering service has instructions to call Eddie Guererri, VP of Service. If there is not a satisfactory solution to County's problem, County may contact Scott Hurley, President.

Contact Information for Escalation

Eddie Guererri, Vice President Customer Service
Office: 1-800-722-3472
Cell: 754-264-9649
Email: eddie.guererri@replaysystems.com

Scott Hurley, President
Cell: 954-253-3749
Office: 954-267-9199
Email: scott.hurley@replaysystems.com

County may initiate the escalation process on all Severity One issues after reporting the problem to the Provider Help Desk. Provider executive management (i.e., Director level or higher) shall engage and provide updates on all Severity One and Severity Two trouble tickets reported.

County may initiate the escalation process for issues of any Severity Level if there is no significant progress with problem resolution or there are chronic System problems impacting the operation. Chronic System problems include System issues that recur more than three (3) times without root cause resolution.

Problem Resolution and Notification

Provider shall ensure the following problem resolution and notification process is followed to resolve a trouble ticket and notify stakeholders:

- i. Root Cause Analysis on Severity 1 – 3 tickets should be provided by the Provider in the Maintenance Indicator Report Summary. Final resolution shall be posted in the Resolution Section of the Maintenance Indicator Report Summary prior to ticket closure captured on the monthly reports.
- ii. All tickets must be closed only after the requestor has confirmed that the problem has been resolved or someone from the E911 Office has approved the ticket to be closed.
- iii. Provider Help Desk shall provide automated email notifications to designated County staff when tickets are opened and closed with the resolution noted in the ticket.

6. Reporting

Provider shall maintain records of its Support and Maintenance Services, and provide County with online access to an Event ticketing system, which shall include at least the following:

- a) Date, time, and name of contact for each Event;
- b) Date and time of response by Provider;
- c) Description of Event and analysis of error, defect, or other issue causing Event;
- d) All steps and actions taken to resolve the Event;

- e) Date and time of resolution and name of County representative notified of resolution; and
- f) Root Cause Analysis.

At the request of County, Provider shall provide monthly reports of the foregoing records as well as statistics of Provider's average monthly compliance with the required Response Times.

Maintenance Indicator Report Summary

Provider shall provide a Maintenance Indicator Report Summary report. The report shall include the date reported for each trouble ticket, ticket number, PSAP location, contact name, trouble summary, receive date and time stamp, current status, Severity Level, device/component name, resolution/root cause, onsite arrival for dispatch, restoral and response time, mean time to repair, work performed, and technician assigned. Provider shall send these reports via email on a monthly basis to the Contract Administrator.

Provider shall provide remote access for the County to the Provider ticket system. This will provide real-time status of each ticket as needed.

7. Responsibilities

Provider Responsibilities

- Provide 24 hour per day coverage as needed.
- Provide skilled and proficient onsite support personnel.
- Provide monthly reports to County of all opened or closed tickets, with resolution and mean time to repair.
- Address all service requests based on Severity Levels and prioritization provided by the County.
- Escalate issues when required to ensure timely resolution and notification to the County.
- Provide bulletins and notifications of Software updates via email to designated County contact.
- Plan, schedule, and install Software updates.
- Provide weekly updates, progress, and resolution reports on all open issues and escalated issues via email to County Contract Administrator and any other designated County contact(s).
- Work MAC requests in order of priority by the County.
- Address VRS System issues based on the response and resolution time specified in the Service Level Matrix.
- Perform the creation and submittal of CMR surrounding the VRS system and its associated components as needed.
- Provide around the clock support at County's designated PSAPs during a declared emergency event as needed before, during, and after the event under safe conditions.
- Maintain and provide access of accurate documentation of all inventory, Equipment connections, and configurations to the County within 24 hours of the request. This includes data and network cabling, power cabling, and cabinet layouts.

- Label all equipment and cabling maintained by Provider using labeling conventions as provided by County.

County Responsibilities

- Log all issues with the Provider Help Desk, except those that have already been reported by County or its third-party vendors.
- Provide information to Provider which may be needed to resolve System issues.
- Provide assistance to Provider with testing changes, enhancements, and patches.
- Assist with creating any CMRs.
- Assist Provider in prioritizing work requests and problems reported.
- Provide VRS user administration configuration requirements.

8. Training

Provider shall provide ongoing training for Support and Maintenance Services, per Exhibit A, to ensure that County designated staff are proficient in legacy VRS and Next Generation 911 technology enhancements.

Provider shall provide user group conference information, including but not limited to, meeting dates and agendas, on an as available basis to County.

9. Technical Network Architecture

Provider shall follow the architecture setup(s) as illustrated in Exhibit A and as may be modified by County based on System upgrades.

Exhibit D

Insurance Requirements

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY Broad form or equivalent <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises—Operations <input type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other:	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 1 mil	\$ 2 mil
	Personal Injury		
BUSINESS AUTO LIABILITY* COMPREHENSIVE FORM <input checked="" type="checkbox"/> Owned <i>*May be waived</i> <input checked="" type="checkbox"/> Hired <i>if no driving will be</i> <input checked="" type="checkbox"/> Non-owned <i>done in performance</i> <input checked="" type="checkbox"/> Scheduled <i>of services.</i> <input checked="" type="checkbox"/> Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 1 mil	
EXCESS/UMBRELLA LIABILITY <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorsement is required		
<input checked="" type="checkbox"/> WORKERS' COMPENSATION <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY ~	Chapter 440 FS (each accident) (each accident) Extended reporting period	STATUTORY \$ 1 mil \$ 1 mil 2 years	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES Broward County is listed as an additional insured on the general liability and business automobile liability policies. Waiver of subrogation in favor of Certificate Holder applies to general liability, automobile liability, and workers compensation. INDICATE BID #, RLI, RFP, AND PROJECT MANAGER ON COI. REFERENCE: Independent Quality Assurance Services			
CERTIFICATE HOLDER: Broward County 4900 Copans Road, Suite 201 Coconut Creek, FL 33066 Attn: Todd McDaniel			

Revised 2015



Digitally signed by TIMOTHY CROWLEY
DN: cn=timothy.crowley@broward.co.fl.us, o=Organization,
ou=SEC, ou=HRM, ou=Library, cn=TIMOTHY CROWLEY
Date: 2017.04.07 16:12:51 -0400

Risk Management Division

Exhibit E – Work Authorization Form
WORK AUTHORIZATION FOR AGREEMENT _____

Contract Number: _____

Work Authorization No. _____

This Work Authorization is between Broward County and _____ ("Provider") pursuant to the Agreement, executed on _____. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

Services to be provided: [DESCRIBE IN DETAIL]

Agreement at issue is __ Lump Sum/ __ Not-to-Exceed for amount: \$ _____

The time period for this Work Authorization will be from the date of complete execution until ____ (____) days after County's Notice to Proceed for the Services to be provided under this Work Authorization, unless otherwise extended or terminated by the Contract Administrator.

Fee Determination: Payment for services under this Work Authorization is as follows:

Professional Services	\$ _____
General Services	\$ _____
Goods/Equipment	\$ _____
Total Cost of this Work Authorization	\$ _____

The foregoing amounts shall be invoiced by Provider upon written acceptance by County of all goods and services provided under this Work Authorization.

<u>County</u>		Contract Administrator		Date
Project Manager		Date	Board and/or Designee	Date
<u>Provider</u>				
		Signed		Date
Attest		Typed Name		
		Title		

Exhibit F – Replay Access Agreement for Municipalities

This Replay Access Agreement for Municipalities is made and entered by and between Broward County ("County") and ____ ("Authorized User"). Unless stated otherwise, the definitions in the Agreement shall apply to this Exhibit.

RECITALS

A. The County and Replay have entered into a System Services Agreement between Broward County and Replay Systems, Inc. ("Agreement") that provides for Software, Equipment, and related Services for all PSAPs.

B. The Authorized User desires to use and access the Software solely for internal governmental purposes and agrees to be bound by the terms and conditions of the Agreement for all such use and access as further set forth herein.

Now, therefore, in consideration of the mutual terms and conditions set forth herein, the County and Authorized User agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The County authorizes Authorized User, as permitted under the Agreement, to use and access to the Software solely for internal governmental purposes and strictly in accordance with the terms and conditions of the Agreement.
3. The Authorized User agrees to limit its use and access of the Software solely for internal governmental purposes and agrees to abide by and be bound by the terms and conditions of use as stated in the Agreement. The Authorized User further agrees that only individuals otherwise certified and authorized to use the CJIS system will be permitted use or access to the Software.
4. The Authorized User acknowledges and stipulates that its use and access to any data and documents, including voice recordings, accessed or obtained through the Software (collectively, "System Data") will comply at all times with the following:
 - a. System Data may not, without the prior written consent of County, be used by the Authorized User or its employees or agents for any purpose other than internal governmental purposes;
 - b. Any System Data that is used or stored by Authorized User other than wholly within the public safety network shall be protected by Authorized User at all times from unauthorized access, use, or disclosure;

c. Authorized User shall comply with all applicable data and privacy laws and regulations, including without limitation the Florida Information Protection Act of 2014, Florida Statutes Section 501.171; and

d. Authorized User may not sell, market, publicize, distribute, or otherwise make available to any third party (unless required by law or court order) any System Data that contains protected health information (as defined by federal law) or personal identification information (as defined by Florida Statutes Section 817.568 or Section 817.5685).

5. The Authorized User acknowledges and stipulates that for all Authorized Users other than Broward Sheriff's Office, the Authorized User is not the custodian of the System Data pertaining to the Regional PSAPs or any other public records of the Regional PSAPs that may be stored in or may otherwise be accessed using the Software (collectively, "Regional PSAP System Data"). County and Authorized User acknowledge that any public records requests for Regional PSAP System Data shall be directed only to the document custodian designated by the County, and unless the Authorized User has been designated by the County as the applicable document custodian, the Authorized User is not authorized to respond to a public records request for any Regional PSAP System Data.

6. Authorized User expressly agrees to defend, indemnify, and hold harmless County and its officers and employees from any claim, liability, fines, or damages arising from any breach by the Authorized User or its employees, agents, subconsultants or suppliers of (a) any provision of this Replay Access Agreement for Municipalities, (b) any federal, state, or local law relating to the unlawful use or disclosure of System Data, or (c) any unlawful use or disclosure of protected health information or any personal identification information contained within the System Data or the Licensed Software.

7. Audio recordings from each of the non-Regional PSAP cities may be stored on any of the County-owned regional VRS servers. Any municipality that participates as an Authorized User pursuant to this Access Agreement for Municipalities may have access and the ability to review other 'municipalities' audio recordings. The Authorized User agrees that only audio files related to its own agency will be accessed or downloaded, including for review or training, unless otherwise authorized by County. Any Authorized User that has a need to use an audio file outside of review or training must send the public records request via email to: audio_tape@sheriff.org or such other address as designated by County.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same, and the_____, signing by and through its _____, duly authorized to execute same.

BROWARD COUNTY

WITNESS:

BROWARD COUNTY, by and through
its County Administrator

(Signature)

By _____
County Administrator

(Print Name of Witness)

____ day of _____, 20____

(Signature)

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

(Print Name of Witness)

By _____
Neil Sharma (Date)
Assistant County Attorney

REPLAY ACCESS AGREEMENT BETWEEN BROWARD COUNTY AND AUTHORIZED USER

AUTHORIZED USER

ATTEST:

AUTHORIZED USER: _____

City Clerk

By: _____
City Mayor or Authorized Signatory

Print Name

____ day of _____, 20__

Exhibit G – Escrow Agreement



Confirmation of Assignment or Transfer

Office of the General Counsel / Sheriff's Office of Broward
County

Previous Owner Company Name

14283-MB-SP

Escrow Number

Broward County
Director, Office of Regional Communications and Technology

New Owner Company Name

115 S. Andrews Avenue

Address Line 1

Suite 325

Address Line 2

Fort Lauderdale, Florida 33301

City, State, Zip Code

US

Country

Brett Bayag

Main Contact

954-357-8565

Telephone

Facsimile

bbayag@broward.org

e-mail Address

This confirms that the Escrow Agreement dated by and between
Broward County, Director, Office of Regional Communications and Technology and EscrowTech International, Inc.
("EscrowTech") was assigned or transferred by Office of the General Counsel / Sheriff's Office of Broward County
to Broward County, Director, Office of Regional Communications and Technology on or before 04/09/18 . Broward
County, Director, Office of Regional Communications and Technology
is now a party (as the "Owner") to the Escrow Agreement in place of Office of the General Counsel / Sheriff's
Office of Broward County.

Replay Systems, Inc.

Owner Company Name

A handwritten signature in blue ink, appearing to be "RH", written over a horizontal line.

Authorized Signature

Ryan Hurley

Name

Vice President of Sales

Title

EscrowTech International, Inc.

Escrow Agent

A handwritten signature in blue ink, appearing to be "Jorge Sagastume", written over a horizontal line.

Authorized Signature

Jorge Sagastume

Name

Vice President

Title



EscrowTech Beneficiary Registration Form

EscrowTech

Owner: Voice Print International, Inc.

Escrow No. 14283 MB-SP

Beneficiary: Office of the General Counsel
Sheriff's Office of Broward County
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

Tel.: (954) 831-8920
Fax: (954) 321-5040
Contact: Jeff Hessler
E-Mail: Jeffrey.Hessler@sheriff.org

This Registration applies to the above-identified EscrowTech Escrow and the Software Escrow Agreement dated January 25, 2010 to which Owner and EscrowTech International, Inc. ("EscrowTech") are parties (the "Escrow Agreement").

Owner and Beneficiary have entered into one or more other agreements identified below:

Software License Agreement

Such agreement(s) (including addendums or amendments thereto, if any) is (are) referred to in the Escrow Agreement as the "License Agreement."

The following Software Products are licensed to Beneficiary pursuant to the License Agreement and Beneficiary is registered under the Escrow Agreement for these Software Products only (Each Software Product No. and Name should correspond to the Software Product No. and Name given for the product in Exhibit A of the Software Escrow Agreement - See Exhibit A before listing Software Products below):

Software Product No. 1 Name: VPI Empower Suite
Software Product No. _____ Name: _____
Software Product No. _____ Name: _____
Software Product No. _____ Name: _____

Beneficiary has received and reviewed a copy of the Escrow Agreement. Beneficiary agrees to the terms and conditions of the Escrow Agreement and is hereby made a Party thereto. Beneficiary is entitled to the rights and benefits of a "Beneficiary" under the Escrow Agreement and accepts the obligations of a "Beneficiary" under the Escrow Agreement.

Appendix 1, attached hereto, is part of this Registration and describes the Release Condition and Permitted Use applicable to the Beneficiary under the Escrow Agreement.

Date of this Beneficiary Registration: 9/17/2010

OWNER: Voice Print International, Inc.

Sheriff of
BENEFICIARY: Broward County, FL

By: Carroll G. Hatfield

By: John Curry

Title: VP-Finance, Corporate Counsel

Title: Executive Director

For EscrowTech Only!

Date Received by EscrowTech: 2/18/11

EscrowTech Signature: [Signature]

APPENDIX 1

RELEASE CONDITION:

The Release Condition shall be deemed to have occurred if:

- a. Owner files a petition for protection under the U.S. Bankruptcy Code, or an involuntary petition in bankruptcy is filed against Owner and is not dismissed within 60 days thereafter; or
- b. Owner ceases doing business and its business is not continued by another corporation or entity, or is continued by another corporation or entity which is unsatisfactory to Beneficiary in Beneficiary's reasonable discretion (e.g., a competitor of Beneficiary); or
- c. Owner ceases software support without naming a successor.

PERMITTED USE OF RELEASED DEPOSIT MATERIALS:

The following apply to Deposit Materials released to Beneficiary in accordance with the Software Escrow Agreement:

- a. Beneficiary may only use the Deposit Materials to maintain, modify and enhance the Software. The maintained, modified and enhanced Software may only be used in accordance with the License Agreement.
- b. Beneficiary may not disclose the Deposit Materials to any third party and shall keep the Deposit Materials confidential, except as provided below.
- c. Beneficiary may engage the services of independent contractors (e.g., computer programmers or an outsourced maintenance service) to assist Beneficiary in exercising its Permitted Use rights. Each such independent contractor must agree in writing that it/he/she will not disclose or transfer the Deposit Materials to any other person, and will not use the Deposit Materials for any purpose other than to assist Beneficiary in exercising its Permitted Use rights. These restrictions shall not limit or negate the rights, if any, of the independent contractor with respect to materials that are similar or identical to the Deposit Materials and are lawfully received by the independent contractor from a source other than Beneficiary (e.g., a maintenance service that receives similar or identical materials from other beneficiaries or licensees).
- d. Items a., b. and c. above are subject to such additional rights or limitations as may be set forth in a provision, if any, in the License Agreement which addresses use of the released Deposit Materials by Beneficiary.

The Permitted Use is a fully paid-up license and may not be revoked, terminated or rejected without Beneficiary's written consent. This Permitted Use license also includes the right to use and copy the binary, executable and object code versions of the Software and the maintained, modified and enhanced versions of Software created from or with the Deposit Materials.

TERMINATION OF REGISTRATION – TERMINATION CONDITIONS
(see Subsection 16(b) of the Software Escrow Agreement)

In addition to other grounds for termination under Section 16 or 17, Beneficiary's Registration will terminate if any of the following termination conditions is satisfied:

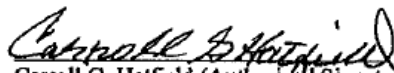
1. The License Agreement terminates; or
Initials: AK
Date: 4/15/11
2. The License terminates; or
and Replays
Initials:
Date:
3. Owner's obligations to provide maintenance and support services to Beneficiary for the Software have ended.

ACCEPTED AND AGREED TO BY BENEFICIARY AND OWNER:

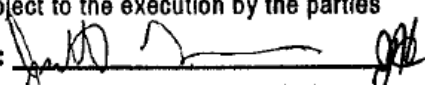
Beneficiary: Sheriff of
Broward County, Florida

Owner: Voice Print International, Inc.


Authorized Signature
John Curry,
Executive Director


Carroll G. Hatfield (Authorized Signature)

Approved as to form and legal sufficiency
subject to the execution by the parties

By: 
Broward Sheriff's Office

Date: 2/8/11



EscrowTech

Software Escrow Agreement

("Multiple Beneficiaries - Separated Products")

Date of Agreement: January 25, 2010

Escrow No. 14283 MB-SP

EscrowTech: EscrowTech International, Inc.
C7 Data Center Building
333 South 520 West - Suite 230
Lindon, UT 84042

Tel.: (801) 852-8202
Fax: (801) 852-8203

Owner: Name: Voice Print International, Inc.
Address: 160 Camino Ruiz
Camarillo, CA 93012

Tel.: 805-389-5200
Fax: 805-389-5205
Contact: C.G. Hatfield
e-mail: phatfield@vpi-
corp.com

1. *Software Products, Software and Establishment of Escrow.* Owner owns, or has the right to license or distribute, the computer software products identified in Exhibit A and referred to in this Agreement as the "Software Products." Owner licenses Software Products to its licensees. One, some or all of the Software Products may be licensed to a given licensee. Different combinations of these Software Products may be licensed by Owner to different licensees. These licensees may become Beneficiaries under Section 2 of this Agreement. As applied to a given Beneficiary, the term "Software" shall mean the Software Products licensed by Owner to that Beneficiary pursuant to that Beneficiary's License Agreement (see Section 9) and as identified in the applicable Beneficiary Registration Form, but shall not include any other Software Products. By this Agreement, Owner establishes an escrow of Deposit Materials for the Software Products (the "Escrow").

2. *Beneficiaries.* Each licensee of any one or more of the Software Products who registers under Section 3 shall be a "Beneficiary."

3. *Registration.* To register a licensee as a Beneficiary with EscrowTech:

(a) Owner and the licensee will complete and execute EscrowTech's then-current Beneficiary Registration Form. The completed Beneficiary Registration Form will identify the Software Products for which the licensee is to be registered as a Beneficiary under this Agreement.

(b) The completed and executed Beneficiary Registration Form will be submitted to EscrowTech.

Software Escrow Agreement - Page 1

(c) EscrowTech will give written notice to Owner and the licensee of receipt of the Beneficiary Registration Form.

4. *Separate Product Depositories and Deposit Materials.* A separate "Depository" shall be established for each of the Software Products under this Escrow. For each Software Product, Owner shall deliver to EscrowTech the "Deposit Materials" (including "Updates") identified in Exhibit A attached hereto. Owner certifies to EscrowTech that Owner has the right to provide the Deposit Materials to EscrowTech for the purposes of this Agreement and that a release, if ever, of such Deposit Materials to any Beneficiary in accordance with this Agreement will not violate third party rights or U.S. export laws or regulations. Owner shall indemnify EscrowTech against, and hold it harmless from, any claim to the contrary.

(a) These Deposit Materials for a Software Product will be assigned to and placed in the Depository established for that Software Product. Deposit Materials delivered to EscrowTech shall be clearly marked by Owner to identify the Software Product to which the Deposit Materials pertain and to distinguish these Deposit Materials from the Deposit Materials corresponding to the other Software Products.

(b) Notwithstanding anything herein to the contrary, a Beneficiary shall only have rights under this Agreement with respect to the Deposit Materials in the Depositories established for the Software Products which are identified in the Beneficiary's Registration Form (or in a Depository for that Beneficiary as a designated Beneficiary under Section 7(f)).

5. *Encryption and Reproduction.* Owner warrants that none of the Deposit Materials will be encrypted or password protected and that all of the Deposit Materials will be in a readable and useable form (for purposes of the Permitted Use - see Section 14) and will be readily reproducible by EscrowTech for copying as needed under this Agreement (see e.g., Section 13). Exception: If Deposit Materials are transmitted electronically to

EscrowTech via FTP or other electronic transmission method accepted by EscrowTech, then such Deposit Materials may be in an encrypted format that is acceptable to EscrowTech and that can be decrypted by EscrowTech and stored in an unencrypted format on physical media (e.g., a CD ROM). It is Owner's responsibility to provide any decryption tools/keys, passwords, and information needed for decryption. It is not EscrowTech's responsibility to discover if any of the Deposit Materials are encrypted or password protected or to provide de-encryption tools/keys, passwords or information needed for decryption.

6. *Updates.* Owner shall update each Software Product's Depository with Updated Deposit Materials ("Updates") as described in Exhibit A. "Updates" shall be part of the "Deposit Materials."

7. *Deposit Procedure.* For each Software Product, Deposit Materials shall be delivered by Owner to EscrowTech in accordance with EscrowTech's then-current deposit procedures. Duplicate copies (i.e., two sets) of all Deposit Materials in reliable storage media should be delivered by Owner, but EscrowTech is not responsible if Owner fails to comply with this.

(a) *Deposit Inventory Form.* Owner will submit with the Deposit Materials a completed Deposit Inventory Form. Such Deposit Inventory Form shall be a representation by Owner to each Beneficiary and EscrowTech that the Deposit Materials conform to the descriptions and identifications in the Deposit Inventory Form.

(b) *Confirmation.* To confirm receipt of the Deposit Materials, EscrowTech will mail or otherwise deliver a copy of the Deposit Inventory Form to Owner and to each Beneficiary registered under this Escrow for the Software Product to which the Deposit Materials apply.

(c) *Deficiency.* If a Beneficiary believes that the Deposit Materials, as identified in the

Deposit Inventory Form, are deficient (e.g., incomplete or inadequate) or if there is some other problem, then the Beneficiary shall notify Owner and resolve the matter with Owner. It is Owner's responsibility to deposit all required Deposit Materials.

(d) *Reproducible.* It is Owner's responsibility to ensure that the Deposit Materials provided by Owner (including, without limitation those on any electronic media - e.g., CD-ROMs, magnetic tapes, etc.) are provided in a reproducible form.

(e) *Verification.* EscrowTech is not responsible for verifying the completeness, accuracy, suitability, state, format, safety, quality, or content of the Deposit Materials. However, at the request of any Beneficiary or Beneficiaries, EscrowTech may conduct technical verifications of Deposit Materials for such Beneficiary or Beneficiaries in accordance with a Technical Verification Addendum to this Agreement. The requesting Beneficiary or Beneficiaries must pay EscrowTech's then-current fees plus expenses for the technical verifications.

(f) *Designated Beneficiary Option.* If certain Deposit Materials apply only to one Beneficiary (e.g., the Software is customized for a given Beneficiary), then Owner has the option of depositing such Deposit Materials only for that Beneficiary in a Depository for that Beneficiary that is separate from the Depositories for the Software Products. In making a given deposit of Deposit Materials, Owner may designate the Beneficiary in the Deposit Inventory Form. Only the designated Beneficiary will have escrow rights (and potentially release rights) with respect to these Deposit Materials. Except for this restriction, the other terms and conditions of this Agreement shall apply thereto. It is the responsibility of Owner to clearly indicate the designated Beneficiary. Owner may designate more than one Beneficiary, and in such case each of the designated Beneficiaries will be a designated Beneficiary as described above. The Beneficiary Fee for each designated Beneficiary will be increased as provided in Exhibit B.

8. *Replacement of Obsolete Deposit Materials.* Owner may identify for EscrowTech any obsolete, outdated or redundant Deposit Materials and instruct EscrowTech to destroy or return the identified Deposit Materials. Such identification shall be made in writing and must be consistent with the labeling and identification used by Owner when the Deposit Materials were delivered to EscrowTech or be otherwise understandable to EscrowTech. The instructions to EscrowTech must be accompanied by written permission from each affected Beneficiary for EscrowTech to destroy or return the identified Deposit Materials in accordance with Owner's instructions. The "Depository" and "Deposit Materials" shall cease to include any destroyed or returned Deposit Materials.

9. *License Agreement.* Owner and each Beneficiary have entered into one or more agreements identified in the Beneficiary Registration Form that relate to the Software. For that Beneficiary, such agreement(s) is (are) referred to herein as the "License Agreement." This Software Escrow Agreement is "supplementary" to the License Agreement within the meaning of Section 365(n) of the U.S. Bankruptcy Code (11 U.S.C. 365(n)). If this Agreement and/or the License Agreement is (are) rejected by Owner as a debtor in possession or a trustee or by any other person or entity under the U.S. Bankruptcy Code, then Beneficiary may elect to retain its rights as provided in Section 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 Deposit Materials to a Beneficiary in accordance with the provisions of this Agreement, and Owner hereby conveys and licenses to EscrowTech such rights (including intellectual property rights) as are necessary to allow EscrowTech to lawfully make such release and perform this Agreement. This license is granted as of the date of the Beneficiary's registration under this Agreement and shall predate any bankruptcy petition subsequent to such date.

10. *Embodiments of Intellectual Property.* The Parties agree that the Deposit Materials are an "embodiment" of "intellectual property" as those terms are used in Section 365(n) of the U.S. Bankruptcy Code (11 U.S.C. 365(n)). The tangible Deposit Materials and any copies thereof made by EscrowTech in accordance with this Agreement are owned by EscrowTech, but such ownership does not include ownership of any copyrights or other intellectual property in or to the Deposit Materials.

11. *Release of Deposit Materials - Request of Beneficiary.* A Beneficiary will be entitled to receive the applicable Deposit Materials if the Release Condition described in the Beneficiary's Registration Form occurs. The applicable Deposit Materials are the Deposit Materials in the Depositories established for the Software Products for which the Beneficiary is registered under this Agreement. The following release procedure shall apply:

(a) *Notice to EscrowTech.* The Beneficiary shall give written notice to EscrowTech informing EscrowTech that the Release Condition has occurred and shall request EscrowTech in writing to release the applicable Deposit Materials to the Beneficiary. The Beneficiary will include in such notice a statement identifying the Software Products for which the Beneficiary is registered and to which this request applies.

(b) *Notice to Owner.* EscrowTech shall then promptly send written notice to Owner of the Beneficiary's notice and request for release. Such notice will be sent by a "next day" or "overnight" or "priority" or "express" delivery service (e.g., Federal Express, UPS, U.S. Express Mail, etc.).

(c) *Release and Waiting Period.* Unless there is a timely dispute or objection as provided in Section 11(d) below, EscrowTech shall release the Deposit Materials to the Beneficiary promptly after expiration of the Waiting Period. The "Waiting Period" shall be two weeks, beginning on the date that the notice is sent by

EscrowTech to Owner.

(d) *Dispute.* If Owner disputes the Beneficiary's right to the Deposit Materials or otherwise objects to their release, then Owner must give written notice of such dispute or objection to EscrowTech prior to the conclusion of the Waiting Period. If EscrowTech receives such timely notice of dispute or objection, EscrowTech will not release the Deposit Materials to the Beneficiary until the dispute is resolved by Owner and the Beneficiary in accordance with Section 19 or by court order. Such resolution will determine whether or not the Beneficiary is entitled to receive the Deposit Materials. EscrowTech has no obligation to determine whether or not the Beneficiary is entitled to the Deposit Materials.

(e) *Partial Release.* If Owner believes that the Beneficiary is entitled to a release of only a portion of the Deposit Materials (e.g., Deposit Materials corresponding to unlicensed versions - see (f) below), it is the responsibility of Owner to indicate this in a written notice to EscrowTech and to clearly identify in such notice the portion of the Deposit Materials that should be released to the Beneficiary. This notice must be given promptly and must be received by EscrowTech within the above Waiting Period. If the Beneficiary believes that it is entitled to more than said portion of the Deposit Materials, then this dispute shall be resolved in accordance with Section 19.

(f) *Unlicensed Versions.* A Beneficiary is not entitled to receive Deposit Materials corresponding to Software Product versions not licensed or provided by Owner to Beneficiary. [For example, if a Depository includes versions 1.0, 2.0, 2.1 and 3.0 of a Software Product, but only versions 2.0 and 2.1 are licensed to the Beneficiary, then the Beneficiary is only entitled to a release of the Deposit Materials corresponding to versions 2.0 and 2.1.] If applicable, it is the responsibility of Owner under (e) above to inform EscrowTech of the specific Deposit Materials in the Depository which should not be released to the Beneficiary. In the absence of such information, EscrowTech may release all of the Deposit Materials in the

Depository or all of the Deposit Materials requested by the Beneficiary under (a) above.

12. Release of Deposit Materials - Owner's Instruction. Upon receipt of notice and instruction from Owner and the receipt of the Release Fee, EscrowTech shall release the applicable Deposit Materials to the Beneficiary designated in the instruction.

13. Copies. Because there are multiple Beneficiaries under this Escrow, any Deposit Materials released to Beneficiaries under this Agreement may be in the form of copies of the Deposit Materials. EscrowTech may copy the Deposit Materials for the purposes of this Agreement. Such copies shall be considered Deposit Materials for the purposes of this Agreement.

14. Use of Released Deposit Materials. If the Deposit Materials are released to a Beneficiary under this Agreement, the Beneficiary may only use the Deposit Materials as permitted in its Beneficiary Registration Form ("Permitted Use"). Owner hereby licenses Beneficiary to practice the Permitted Use. Although Beneficiary is not entitled to receive any Deposit Materials until after a release under this Agreement, this Permitted Use license is granted as of the date the applicable Beneficiary Registration Form is first signed by Beneficiary or Owner and shall predate any bankruptcy petition subsequent to such date. If this Agreement and/or the License Agreement are/is rejected by Owner as a debtor in possession or by a trustee or by any other person or entity under the U.S. Bankruptcy Code, then the Beneficiary may elect to retain this Permitted Use license as part of the rights it may retain in accordance with Section 365(n) of the U.S. Bankruptcy Code. This shall not negate, prejudice or limit any other rights which the Beneficiary may have.

15. Fees. EscrowTech shall receive the following fees and payments:

(a) **Annual Fee.** Beginning on the date of this Agreement and on each anniversary thereafter until termination of the Escrow,

Owner shall pay an Annual Fee to EscrowTech in accordance with the Fee Schedule (Exhibit B). The Annual Fee is payable at the beginning of the contract year to which it is applicable. The Annual Fee will be increased for each Software Product in excess of one - see the fees for Additional Software Products in the Fee Schedule.

(b) **Beneficiary Fees.** For each Beneficiary, the Beneficiary Fee will be paid to EscrowTech in accordance with the Fee Schedule (Exhibit B). The Beneficiary Fee is first payable at the time of registration. This entitles the Beneficiary to registration for the remainder of the contract year in which the Beneficiary Fee is paid. Thereafter and until the Beneficiary ceases to be a "Beneficiary" (see Section 16), the Beneficiary Fee will be paid to EscrowTech in advance for each subsequent contract year. "Contract years" are based on the date of this Agreement and anniversaries thereof.

(c) **Excess Update Fee.** For each Software Product and its Depository: (i) Four Updates per contract year may be made at no extra charge; and (ii) If more than four Updates are made to that Depository in a contract year, then Owner shall pay the Excess Update Fee to EscrowTech for each extra Update in accordance with the Fee Schedule (see Exhibit B).

(d) **Release Fees.** Each Beneficiary requesting a release of any Deposit Materials under Section 11 shall pay the Release Fee (see Exhibit B) to EscrowTech. If any Deposit Materials are released to a Beneficiary at the instruction of Owner under Section 12, Owner shall pay the Release Fee to EscrowTech.

(e) **Excess Storage Charges.** For each Software Product and its Depository: If the total vault storage requirement for the Deposit Materials exceeds two cubic feet, then Owner will pay the Excess Storage Charge (see Exhibit B).

(f) **Increases.** The fees set forth in Exhibit B are fixed for the first three years of

this Agreement. Thereafter, fees are subject to reasonable increase by EscrowTech upon written notice. EscrowTech's then-current fees shall be payable.

(g) *Costs.* Each Beneficiary shall pay EscrowTech for reasonable costs incurred by EscrowTech in releasing, copying and delivering any Deposit Materials to the Beneficiary. All other out-of-pocket costs reasonably incurred by EscrowTech in connection with this Agreement are reimbursable by the applicable Beneficiary and Owner to EscrowTech. Costs are not included in the above Fees and are payable in addition to the above Fees.

16. Termination of Beneficiary's Registration. A Beneficiary's registration will terminate and the Beneficiary will cease to be a "Beneficiary" under this Agreement if any of the following occurs:

(a) The Beneficiary gives written notice of such termination to EscrowTech.

(b) A termination condition under the Beneficiary Registration Form is satisfied. If any such termination condition is satisfied, the Beneficiary and Owner will give written notice thereof to EscrowTech. If such notice is given by Owner, but not the Beneficiary, then EscrowTech may send notice thereof to the Beneficiary and if EscrowTech does not receive a written objection from the Beneficiary within three weeks after the date of EscrowTech's notice, then EscrowTech may terminate the Beneficiary's registration.

(c) The Beneficiary breaches this Agreement and does not cure such breach within 30 days of written notice of such breach, and EscrowTech gives notice of termination to the Beneficiary.

(d) The Escrow terminates.

EscrowTech will have no obligation or liability to the Beneficiary after termination of its registration. Termination of a Beneficiary's registration shall not affect the other Beneficiaries.

17. Termination of Escrow. Subject to Section 18, this Escrow may be terminated by either Owner or EscrowTech upon 90 days advance written notice of termination to the other Party and to the Beneficiaries. Termination will not be effective until the end of the 90 day period (and any extension pursuant to Section 18). If a Release Condition occurs and EscrowTech is given written notice thereof under Section 11(a) prior to the date of termination, then the Escrow will not terminate without the written consent of the affected Beneficiaries. Upon termination of the Escrow, the following shall apply:

(a) EscrowTech shall either return the Deposit Materials to Owner or destroy the Deposit Materials, whichever Owner requests. If destruction is requested, EscrowTech will certify in writing to Owner that such destruction has occurred.

(b) EscrowTech shall have no obligation or liability to Owner or any Beneficiary after termination.

(c) Termination of the Escrow shall not affect any rights and licenses granted to EscrowTech or a Beneficiary with respect to Deposit Materials released to (or which should be released to) the Beneficiary because of a Release Condition occurring prior to the date of termination.

18. Establishment of Substitute Escrow. During the 90 day period under Section 17, Owner shall establish a substitute escrow of the Deposit Materials with a third party escrow agent for the benefit of each Beneficiary whose Beneficiary Registration has not terminated. The substitute escrow must be approved by the Beneficiary, but such approval will not be unreasonably withheld or delayed. If necessary, this matter shall be resolved in accordance with Section 19. If more than 90 days is needed to establish the substitute escrow and if EscrowTech receives written notice from Owner or the Beneficiary of such need prior to the end of such 90 days, then the 90 day period under Section 17 shall be extended as reasonably

necessary and the Escrow shall not terminate until EscrowTech receives written notice from Owner that the substitute escrow has been established and approved. Owner has no obligation to establish a substitute escrow if all License Agreements for all Beneficiaries have terminated or if none of the Beneficiaries request a substitute escrow within three weeks after an written inquiry thereof from Owner to each Beneficiary.

19. *Dispute Resolution.* In the event of any dispute between any two or more of the Parties relating to this Agreement or the Escrow, they shall first seek to settle the dispute by mutual agreement. If they have not reached a settlement within one week, then any disputing Party may thereafter submit the dispute to arbitration, and if so submitted, such dispute shall be finally settled by arbitration conducted in accordance with the commercial arbitration rules of the American Arbitration Association or its successor. The disputing Parties shall attempt to mutually agree upon a neutral arbitrator. If the disputing Parties cannot reach such agreement, they shall request the American Arbitration Association or its successor to designate a neutral arbitrator. Any arbitration involving EscrowTech as a party shall be conducted in Salt Lake City, Utah. Any arbitration to which EscrowTech is not a party shall be conducted in Owner's city as indicated at the beginning of this Agreement. This Section does not apply to any dispute between two Beneficiaries that does not include EscrowTech or Owner as a party to such dispute. The institution of any arbitration proceeding hereunder shall not relieve any Party of its obligation to make payments under this Agreement. The decision by the arbitrator shall be binding and conclusive upon the Parties, their successors, assigns and trustees and they shall comply with such decision in good faith, and each Party hereby submits itself to the jurisdiction of the courts of the place where the arbitration is held, but only for the entry of judgment or for the enforcement of the decision of the arbitrator hereunder. Judgment upon the award may be entered in any court having jurisdiction.

20. *Protection of Deposit Materials.* EscrowTech shall keep the Deposit Materials delivered to it in secure storage and shall keep the contents thereof confidential. If any of the Deposit Materials are damaged, destroyed or lost by fire, theft, accident, or other mishap or cause, Owner shall promptly submit to EscrowTech such Updates or replacements as are necessary to replace the damaged, destroyed or lost Deposit Materials. There shall be no Excess Update Fees charged for such Updates or replacements.

21. *Indemnification.* In the event that EscrowTech takes any action or inaction at the request or demand of Owner or a Beneficiary, then the Owner or Beneficiary making such request or demand shall indemnify and hold harmless EscrowTech and its directors, officers, employees, shareholders, and representatives from and against any and all liabilities, claims, judgments, damages, losses and expenses, including attorneys' fees, arising out of or relating to such action or inaction.

22. *Depository Only.* EscrowTech acts hereunder as a depository only and is not responsible or liable for the completeness, accuracy, suitability, state, format, safety, quality, content, sufficiency, correctness, genuineness or validity of the Deposit Materials or any document submitted to EscrowTech or the execution of the same or the identity, authority, or rights of any person executing or depositing the same. EscrowTech is not responsible for any loss of Deposit Materials due to defective, outdated, or unreliable storage media (e.g., CD ROMs, magnetic tape, disks, etc.) or for the degradation of storage media.

23. *Uncertainty.* Notwithstanding anything in this Agreement to the contrary, if EscrowTech is uncertain as to any duty, obligation, demand, or right, EscrowTech may hold the Deposit Materials and refrain from taking any action and wait for a final resolution under Section 19 or a court order.

24. *Reliance.* EscrowTech shall not incur any liability in acting upon any notice, request, waiver, consent, receipt or other paper or

document believed by EscrowTech to be genuine and to be signed by the proper party or parties, or in acting upon any resolution under Section 19 or any court order.

25. Extraordinary Services. In addition to the Fees and Charges for the usual services of EscrowTech under this Agreement (see Section 15 and Exhibit B), EscrowTech shall be entitled to additional reasonable compensation should EscrowTech be requested or required to perform any additional or extraordinary service; and EscrowTech shall be reimbursed for any out-of-pocket expenses (including, without limitation, travel expenses and fees of counsel) reasonably incurred in connection with such additional or extraordinary services. Extraordinary services include, but are not limited to, any involvement of EscrowTech, at the request or demand of Owner or a Beneficiary, in any arbitration or litigation between Owner and the Beneficiary.

26. Disclaimer. ESCROWTECH MAKES NO WARRANTY NOT EXPRESSLY SET FORTH HEREIN. ANY IMPLIED WARRANTIES ARE DISCLAIMED AND EXCLUDED BY ESCROWTECH.

27. Limitation on Liability. FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION (INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, TORT, MALPRACTICE, ETC.), ESCROWTECH'S AGGREGATE LIABILITY TO OWNER AND THE BENEFICIARIES SHALL NOT EXCEED THE TOTAL FEES PAID TO ESCROWTECH UNDER THIS AGREEMENT. IN NO EVENT SHALL ESCROWTECH BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR LOSS OF PROFITS, REVENUES OR BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

28. Interpretation. The wording used in this Agreement is the wording chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against or in favor of any Party. Section headings are for convenience only, and do not limit or affect the provisions of this Agreement or their interpretation.

29. Entire Agreement. This Agreement constitutes the entire agreement of the Parties

relating to the Escrow. This Agreement sets forth all the duties and obligations of EscrowTech with respect to any and all matters relating to this Agreement, the Escrow or the Deposit Materials. EscrowTech has no implied duties or obligations. No prior, contemporaneous, or subsequent purchase order that contains conflicting or additional terms or conditions will be binding on parties even if such purchase order is acknowledged or accepted.

30. Force Majeure. Except for obligations to make payment, no Party shall be liable for any failure to perform arising from causes beyond its control, including, but not limited to, fire, storm, flood, earthquake, explosion, accident, theft, terrorism, acts of public enemies, war, insurrection, sabotage, illness, labor disputes or shortages, product shortages, failure or delays in transportation, inability to secure materials, parts or equipment, acts of God, or acts of any governmental authority or agency thereof.

31. Governing Law. This Agreement, the Escrow and the relationship of EscrowTech with Owner and each Beneficiary shall be governed and construed under and in accordance with the laws of the state of Utah without regard to conflict of laws principles. Furthermore, in the event of any litigation or arbitration between EscrowTech and Owner or between EscrowTech and any Beneficiary, such litigation or arbitration shall be conducted exclusively in Salt Lake City, Utah and the Parties hereby agree and submit to such jurisdiction and venue.

32. Notices. All notices under this Agreement shall be in writing and shall be delivered to the address indicated for the intended Party at the beginning of this Agreement or, in the case of a Beneficiary, on Beneficiary's Registration Form, or to such substitute address as any Party may designate for itself by proper notice to the other Parties. It is the responsibility of each Party to keep the other Parties informed of its address and telephone and fax numbers (except that a Beneficiary is not obligated to keep other Beneficiaries informed of this information).

33. **Modification.** This Agreement may only be modified, amended or rescinded by a writing signed by all affected Parties.

34. **Assignment.** This Agreement may be assigned by a Party to a successor who acquires substantially all of such Party's business assets relevant to the subject matter of this Agreement. The assigning Party shall give notice thereof to the other affected Parties and shall deliver to such other affected Parties a copy of the

successor's written agreement to accept or assume this Agreement.

35. **Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The persons signing below represent that they are duly authorized to execute this Agreement for and on behalf of the Party for whom they are signing.

Agreed to and accepted by:

Voice Print International, Inc. ("Owner")

By (signature): C. G. Hatfield

Name (print): C.G. Hatfield

Title: VP-Finance,
Corporate Counsel

EscrowTech International, Inc.

By (signature): Jorge Sagastume

Name (print): Jorge Sagastume

Title: Vice President

EXHIBIT A

A. SOFTWARE PRODUCTS:

The "Software Products" shall mean the following computer software products:

Software Product No. 1 Name:	<u>VPI Empower Suite</u>
Software Product No. 2 Name:	<u></u>
Software Product No. 3 Name:	<u></u>
Software Product No. 4 Name:	<u></u>
Software Product No. 5 Name:	<u></u>
Software Product No. 6 Name:	<u></u>
Software Product No. 7 Name:	<u></u>
Software Product No. 8 Name:	<u></u>

B. DEPOSIT MATERIALS:

For each Software Product, Owner shall deliver to EscrowTech the following Deposit Materials to be held in the Depository established for the Software Product under the Escrow Agreement:

Source code for the Software Product,
EMPOWER SUITE

C. UPDATES:

If and as any new version of, update to, or replacement for a Software Product is released, licensed or provided under a License Agreement to a Beneficiary, Owner shall update that Software Product's Depository by delivering to EscrowTech the corresponding new version of, update to, or replacement for the Deposit Materials ("Updated Deposit Materials" or "Updates"). Owner shall keep the Deposit Materials in the Depositories current with the Software Products licensed or provided by Owner under the License Agreements. However, Owner shall not be obligated to provide Updates for a Software Product's Depository more frequently than four (4) times per contract year.

EXHIBIT B

Fee Schedule ¹		
<u>Fees:</u>	<u>Amount:</u>	<u>Payable by:</u>
Annual Fee (includes one Software Product)	\$795 per year	Owner
Additional Software Products (Increases the Annual Fee)	\$250 per extra product per year	Owner
Beneficiary Fee² (on registration - annually thereafter)	\$195 per Beneficiary ³ per year	Beneficiary
<u>Other Fees (if ever applicable):</u>	<u>Amount:</u>	<u>Payable by:</u>
Excess Update Fee⁴ (for excess Updates only)	\$95 each ⁵	Owner
Release Fee (only if release occurs)	\$100 per Beneficiary	See Section 15(d)
Excess Storage Charge (only if more than 2 cubic feet of vault space required)	\$70 per extra cubic foot per year	Owner

¹ These fees are fixed for the first three years of this Agreement. Thereafter, these fees are subject to reasonable increase by EscrowTech upon written notice. In addition, payments not made within 45 days of the date of the invoice are subject to a 3% late fee plus interest at the rate of 1.5% per month (but not exceeding any rate or amount prohibited by applicable law) until paid in full. If the Beneficiary is obligated to pay the Beneficiary Fee to EscrowTech and fails to make such payment, then Owner is obligated to pay the Beneficiary Fee to EscrowTech. If the Owner is obligated to pay the Beneficiary Fee to EscrowTech and fails to make such payment, then the Beneficiary is obligated to pay the Beneficiary Fee to EscrowTech.

² For each Beneficiary: the Beneficiary Fee is payable at the time of registration and thereafter on each anniversary date of this Agreement. The full fee is payable upon registration, but a pro-rated credit (to account for the first partial year) will be applied to the next payment of the Beneficiary Fee for that Beneficiary. The credit is based on the number of months between the date of registration and the next anniversary date of this Agreement (rounded up to the month) in accordance with the Credit Table. For example, if the registration occurs three months prior to next anniversary date then the credit would be 75% of the \$195 Beneficiary Fee (i.e., \$146.25).

Credit Table					
12 Months:	0%	9 Months:	25.00%	6 Months:	50.00%
11 Months:	8.33%	8 Months:	33.33%	5 Months:	58.33%
10 Months:	16.67%	7 Months:	41.67%	4 Months:	66.67%
				3 Months:	75.00%
				2 Months:	83.33%
				1 Month:	91.67%

³ If a Beneficiary is a designated Beneficiary under the option of Section 7(f) of the Agreement, then the Beneficiary Fee will be increased by \$250.

⁴ Four Updates for each Product Depository per contract year are included at no charge. The Excess Update Fee is for Updates to a Product Depository in excess of four per contract year. Unused Updates are not credited to and may not be used in subsequent years or other Depositories.

⁵ If there are more than ten applicable Beneficiaries to whom EscrowTech must give notice of the Update, the Excess Update Fee may be increased by \$10 for each Beneficiary in excess of ten.

EXHIBIT C
Additional Contacts

VOICE PRINT INTERNATIONAL, INC.

General Counsel Contact

Name: C.G. (Pete) Hatfield
Email address: phatfield@vpi-corp.com 160
Address Line 1: Camino Ruiz
Address Line 2:
City: Camarillo
State: California
Country: USA
Telephone: 805-389-5209
Fax: 805-389-5205

Billing Contact

Name: Tina Sutcavage
Email address: tsutcavage@vpi-corp.com
Address Line 1: 160 Camino Ruiz
Address Line 2:
City: Camarillo
State: California
Country: USA
Telephone: 805-389-5274
Fax: 805-389-5205

BROWARD COUNTY

General Counsel Contact

Name:
Email address:
Address Line 1:
Address Line 2:
City:
State:
Country:
Telephone:
Fax:

Billing Contact

Name:
Email address:
Address Line 1:
Address Line 2:
City:
State:
Country:
Telephone:
Fax:

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