RESOLUTION NO. 32-08

A RESOLUTION RATIFYING THE SERVICE AND PURCHASE AGREEMENT WITH KNOWLEDGE COMPUTING CORPORATION FOR THE COPLINK® PROJECT

RECITALS:

For over a year City and County personnel have been working with a consortium of law enforcement agencies from around the State to procure licenses for a State-wide law enforcement information and data sharing system.

In addition to the State-wide capability to share information, the City and the County will benefit by being able to bridge the information gap between the separate records systems used to record and track criminal activity in the incorporated and unincorporated areas of Mesa County. Technological changes have provided a meaningful and cost effective solution to that problem.

Criminal activity often crosses jurisdictional boundaries and law enforcement agencies must increasingly rely on data and information shared from other agencies just as those agencies rely on data and information that we share. Having a network for information sharing among law enforcement, both regionally and statewide, will allow for improved communication and more effective and efficient law enforcement. To further those purposes the consortium has selected the COPLINK software system.

The City and County have signed a service agreement with Knowledge Computing Corporation to implement the information and data sharing system in support of the State initiative. The City Council authorized the expenditure of up to $175,000.00 for such a system. The consortium was able to negotiate a substantially reduced fee for the system licenses. On August 13, 2007 the City Council accepted the Byrne Memorial Justice Assistance Grant to be used for communications projects, including COPLINK.

The execution of the contract and the City's obligation to proceed under its terms and conditions was subject to the formal ratification, confirmation and consent of the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO, THAT:

The City, by and through the City Council and the signature of its President, does hereby ratify the terms, covenants, conditions, duties and obligations to be performed by the City in accordance with the COPLINK contract and allocates funds to pay the Purchase Price and all other costs and expenses necessary to perform under the contract.

PASSED and ADOPTED this 17th day of March, 2008.

/s/: James J. Doody
President of the Council

Attest:

/s/: Stephanie Tuin
City Clerk

Version 9.0

01-16-08

COPLINK

AGREEMENT FOR SERVICES

THIS AGREEMENT is made effective this 29th day of January, 2008, by and between THE CITY OF GRAND JUNCTION and MESA COUNTY SHERIFF'S OFFICE, (hereinafter "Customer"), and KNOWLEDGE COMPUTING CORPORATION (hereinafter "KCC"), a corporation formed and existing under the laws of the State of Arizona, with its principal place of business at 7750 E. Broadway Blvd, Suite 100, Tucson, Arizona 85710.

RECITALS

WHEREAS, various law enforcement jurisdictions within Colorado intend to sign a Memorandum of Understanding creating a Consortium; and

WHEREAS, the Memorandum of Understanding will define certain rights and responsibilities as they relate to information sharing; and

WHEREAS, KCC provides software and services for law enforcement to access information; and

WHEREAS, KCC utilizes a tiered pricing structure depending upon the number of licenses being purchased; and

WHEREAS, law enforcement entities within Adams County, the City of Aurora, CBI/State of Colorado, Mesa County, Grand Junction, City and County of Denver, Douglas County and Arapahoe County each intend to execute an Agreement for Services with KCC and sign the aforementioned Memorandum of Understanding; and

WHEREAS, KCC is providing an enterprise license to the state of Colorado upon signing this Agreement for Services. and

WHEREAS, it is believed to be in the best interests of the citizens in the state of Colorado for additional law enforcement agencies to join the Memorandum of Understanding and to participate in information sharing; and

WHEREAS, KCC will permit the Consortium to be created by the Memorandum of Understanding to use and/or allocate within the State of Colorado licenses without additional charges or compensation to KCC for such licenses; and

WHEREAS, KCC will permit the Consortium to determine the price to be paid by other law enforcement agencies to the consortium as the Consortium sees fit; and

NOW, THEREFORE, the parties hereto agree as follows:

Article I. ENGAGEMENT

The Customer hereby engages KCC to provide the following services and products in accordance with the terms and specifications provided herein and in the Statement of Services set forth in Schedule 1 attached hereto.

A. Services.

1. KCC will implement a COPLINK Solution Suite ("COPLINK system") as described in Schedule 1, based on the data sources installed at Customer's site(s) in Colorado. The complete description of the services is enumerated in Schedule 1.
2. Customer will house the resulting COPLINK database in or at a location within the state of Colorado.
3. At the Customer's option, KCC will install additional data sources and provide additional COPLINK software products at an additional cost as stated in the current COPLINK price sheet. The addition of sources or products will require a contract amendment detailing the products and services to be delivered.
4. *KCC will provide links to COPLINK nodes assuming the agencies have a data sharing agreement in place and have identified a network path for connection.*

B. Training.

While this Agreement is in effect, KCC will conduct 20 hours of training at Customer's site, in or near Grand Junction, Colorado, for the authorized users. Customer shall provide a suitable facility and computers that can access the COPLINK System.

C. Maintenance and Support Services.

During the term of this Agreement Customer has the right to purchase, and KCC will provide, the maintenance and support services described in Schedule 2 along with the following:

1. **Maintenance Services:** KCC will provide the Customer the following under the Maintenance Program:
   (a) No-cost telephone support for technical issues. Support is available from 8:00 am to 5:00 pm (Mountain Standard Time) on regular business days (holidays and weekends excepted).
   (b) No-cost e-mail support for technical issues.
   (c) No-cost patches and system-wide bug fixes, whether or not the issue causing the patch or bug fix was initiated by Customer.
   (d) No-cost updated installation disks and written procedures whenever the Customer system is modified by patches and/or updates by KCC.
   (e) No-cost updated COPLINK self-paced learning program whenever an update is issued. This assumes that Customer has purchased the self-paced learning module.
   (f) No-cost patches and system-wide fixes of Non-warranty related program errors (once the initial warranty period has elapsed).
2. KCC will provide a plan and tentative schedule for resolving any technical support issue within four (4) business hours of receipt.
3. Maintenance should include a provision to correct customer's RMS data base structure or data integration for any changes or errors that occur.
4. **Updates:** Interim version product updates and software patches to purchased system components will be provided as part of the Annual Maintenance Agreement.
5. **Ongoing Maintenance:** For license fee maintenance, Customer agrees to assume ongoing maintenance fees 90 days from the Acceptance date. For integration services, Customer agrees to assume ongoing maintenance fees 90 days from the Acceptance date, when the data source is in production, both of which will be charged using the following calculations:
   Annual Maintenance, purchased year-to-year: Eighteen percent (18%) of the cost of the COPLINK Software paid by Customer.
   Annual Maintenance, purchased in increments of three-years or more: Fifteen percent (15%) of the cost of the COPLINK Software paid by Customer. These calculations shall apply all years that Customer has an Annual Maintenance Agreement in place for the KCC Software.
6. Customer shall pay Maintenance fees annually, and KCC shall invoice Customer for Maintenance sixty (60) days before the start of the next Maintenance year. Customer can discontinue a maintenance contract at the beginning of any maintenance period. Additionally, Customer has the option of switching from year-to-year annual maintenance to three-year annual maintenance, or from three-year annual maintenance to year-to-year annual maintenance at the beginning of any maintenance period.
7. *ALL Major version upgrades for COPLINK Software are included within the standard maintenance agreements.* Major version upgrades for example would be 4.x release to 5.x release.
8. For integration services of the data sources, the maintenance will include any version upgrades to the underlying data source assuming the upgrade only has less than ten modifications—renaming, deletion, or addition—to the columns of the database from the initial mapping that was approved during the Data Acceptance test. All other modifications will not be included in the maintenance such as any change to the database platform such as a switch from AS/400 to SQL Server, any additional modules to the underlying source such as a Citation module, and any modifications that would require a redesign of the refresh mechanism. The price for all integration services work outside the scope of the maintenance as outlined in the previous statement will be negotiated at a future date.

D. Installation Program.

KCC will provide the Customer with a current installation disk for the COPLINK system and instructions for installation. As the Customer's system is upgraded through new releases of the existing programs, a revised installation disk will be provided to Customer at no charge, so long as an Annual Maintenance Agreement is in effect. Such installation disks and instructions shall be of sufficient clarity to provide direction for reinstallation of the COPLINK system from scratch.

E. Specific Exclusions.

The Maintenance and Support Services provided hereunder shall specifically exclude the following:

4. The inclusion of additional functionality and features for the COPLINK system version installed at Customer's site not specifically described in this Agreement, or in Schedule 1.
2. New products or additional modules developed by KCC, or those not purchased by the Customer under this Agreement *with the exception of all major version upgrades.*
3. Modifications in or to the underlying data sources that provide information to the COPLINK system via the migration program without five day prior written notification of:
   a. All changes and upgrades
   b. Bulk operations on data sources
   c. Scheduled downtime

Any hardware or third-party software not under the direct control of KCC.

F. Responsibilities of Customer.

1. Customer will provide a data network connection employing TCP/IP between the data sources listed in Schedule 1 and the installed COPLINK System.
2. Customer will provide an internal project manager to coordinate all Customer decisions relating to this Agreement.
3. Customer will designate authorized users to be trained by KCC at training sessions provided by KCC under Article I, Section B.
4. Customer may be required to intercede with third-party vendors of data sources owned, licensed to, and/or operated by Customer in order to facilitate the data mapping and migration of such data to the COPLINK Solution Suite. Refusal by a third-party data source vendor to cooperate with KCC to allow creation of a reasonable access and migration mechanism for the COPLINK system shall remove any obligation on the part of KCC to include the data source. Customer should make appropriate inquiries as to the level of cooperation provided by third-party vendors prior to contract signing.
5. Customer will permit secure dial-up or VPN access to the COPLINK indexing server and COPLINK web-server located in or at a location within the state of Colorado for purposes of installation, testing and system maintenance.
6. Customer will provide remote connectivity via VPN or other secure dialup access to Customer site(s) to be used by KCC personnel at our office in Tucson, AZ for the purposes of installation, testing and system maintenance.
7. Customer will facilitate the acquisition by KCC personnel of Customer and third party vendor resources necessary for the successful operation of the COPLINK Solution Suite including, but not limited to:
   (a) Data Dictionary
   (b) Database Schema
   (c) Database Backup Data
8. Customer will provide at least (one) Database Server, (one) Migration Server and (one) Web Server onsite consisting of computer hardware that has the physical capacity and functional capability necessary to facilitate the logistical requirements of this particular project. KCC personnel must be consulted to approve in determining specific characteristics of this equipment if needed.
9. Customer shall provide COPLINK Node Business Rules to KCC in writing.
10. Customer shall approve COPLINK Node Consolidation Rules that are provided by KCC.
11. Customer shall provide COPLINK Node Policies and Procedures Rules to KCC in writing.
12. *Customer shall provide GIS SHAPE files, if these are available; otherwise KCC will provide GIS SHAPE files available from the U.S. Census Bureau.*

G. Products.

1. KCC will install and activate the following KCC Software:
   (a) KCC shall implement the COPLINK Solution Suite Version 4.x as described in the Schedule 1.
2. KCC will install and activate the following Third-Party Software:
   (a) Apache™ web-server software, version 2.0.43, or current version. This software is Open-Source "freeware" licensed by the Apache Software Foundation, Inc. No charges will be incurred by Customer for acquisition of this product, absent a change in status by the developer.
   (b) ESRI Map Objects JAVA, current version. This licensed software from ESRI, Inc. of Redlands, California is required for the GIS-mapping component (Incident Analyzer).

H. Acceptance

KCC shall deliver the Software to Customer on the delivery date. Notwithstanding any projected dates, after all data sources

are installed, data acceptance complete, and ready for access and use by Customer, Software Acceptance Testing shall be performed based on the software statement of features developed by KCC for the current version of the COPLINK Solution Suite. This testing will be based on deliverables detailed in Schedule 1. Acceptance will occur after the deliverables detailed in Schedule 1 have worked without error or interruption for 30 consecutive days.

Article II. LICENSE

A. General.

Subject to the terms of the next paragraph, KCC hereby grants to Customer, a perpetual, non-exclusive and non-transferable license to use any and all KCC Software provided to Customer under this Agreement in accordance with the terms and conditions set forth in the End User License Agreement (EULA), a copy of which is appended to this Agreement *as Schedule 3.*

KCC HEREBY RECOGNIZES THAT THE VARIOUS LAW ENFORCEMENT JURISDICTIONS WITHIN COLORADO INTEND TO SIGN A MEMORANDUM OF UNDERSTANDING ("MOU") WHICH WILL DEFINE CERTAIN RIGHTS AND RESPONSIBILITIES AS THEY RELATE TO INFORMATION SHARING AMONG THE SIGNING PARTIES TO THAT DOCUMENT. THE LICENSE PRICE FOR UNLIMITED LICENSES WITH ALL MODULES LISTED IN SCHEDULE 1(A) IS $1,181,900. THE PRICE IS FURTHER DELINEATED ON SCHEDULE 1(D). WITHOUT IMPOSING ANY ADDITIONAL CHARGES OR FEES, OR RECEIVING ANY ADDITIONAL COMPENSATION, KCC WILL PERMIT CUSTOMER TO USE, ALLOCATE, SELL AND TRANSFER AN UNLIMITED NUMBER OF LICENSES AS CUSTOMER/CONSORTIUM DEEMS FIT, TO ANY PERSON OR ENTITY WITHIN THE STATE OF COLORADO. THE PROCEEDS FROM SUCH USE, ALLOCATION, SALE OR TRANSFER SHALL BELONG SOLELY TO THE CUSTOMER/CONSORTIUM. KCC WARRANTS THAT IT WILL NOT SELL ANY LICENSES TO ANY LAW ENFORCEMENT PERSON, ENTITY, OR JURISDICTION FOR USE IN COLORADO.

B. Restricted Rights Notice.

The computer software provided under this Agreement is provided with RESTRICTED RIGHTS. Use, duplication or disclosure is subject to restrictions set forth in this Agreement.

(1) The computer software delivered hereunder may be:
   (a.) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;
   (b.) Used or copied for use in a backup computer if any computer for which it was acquired is inoperative;
   (c.) Reproduced for safekeeping (archives) or backup purposes;
   (d.) Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating restricted computer software are made subject to the same restricted rights;
   (e.) Disclosed to and reproduced for use by support service contractors in accordance with this Article; provided the Customer makes such disclosure or reproduction subject to these restricted rights; and
   (f.) Used or copied for use in or transferred to a replacement computer.

(2) Notwithstanding the foregoing, if the computer software provided hereunder is published copyrighted computer software, it is licensed to the Customer, without disclosure prohibitions, with the minimum rights set forth in this Article.

(3) Any other rights or limitations regarding the use, duplication, or disclosure of the computer software provided hereunder are to be expressly stated in, or incorporated in, the license agreement.

(4) This Notice shall be marked on any reproduction of the computer software in whole or in part.

C. Other Limitations.

This license is further limited as follows:

1. The KCC Software may not be used by Customer for any other purpose than that set forth herein, including, without limitation, designing or developing any products to be sub-licensed or distributed by or on behalf of Customer;
2. The License granted to Customer hereunder shall be a license to use the machine-readable object code only, and shall specifically exclude source code; Customer shall allow only authorized users to access the COPLINK System and use the services of the KCC Software.

Article III. CONSIDERATION, REPORTS AND METHOD OF PAYMENT

A. Consideration.

1. In consideration for the Products and Service provided under this Agreement, Customer shall pay to KCC a total sum not to exceed **$341,814.36**, which shall include year one of the annual maintenance cost. KCC shall charge Customer only in accordance with this amount.

2. Customer will be billed for the License portion of the COPLINK® Solution Suite upon contract signing. The License cost is defined as the total cost of the COPLINK® base product and any additional products ordered by the Customer (e.g. COPLINK Agent™) minus the cost of migrating the records management system included in the base price. Thereafter, KCC shall submit invoices to Customer detailing the phase milestones as specified in Schedule 1 and outlining the fees due for the Services rendered during that phase. Customer hereby agrees to pay KCC within forty-five (45) days of receiving each invoice.

3. Customer will be billed, and shall pay, for Maintenance Services in accordance with Article I (C) of this Agreement.

B. Taxes.

Customer shall be responsible for any sales or use taxes arising out of this Agreement payable to the state of Colorado.

C. KCC Payments.

KCC shall be responsible for the payment of all KCC personnel.

D. Final Payment.

Upon completion of the Services hereunder, Customer will make final payment to KCC of all amounts due under this Agreement.

E. Invoices Required.

Excluding any initial payment, Customer shall pay KCC only on the submission of itemized invoices(s) for the services rendered. No payment shall be issued prior to receipt of material or service and correct invoice.

F. Customization.

Custom Engineer Work shall be defined as any work deemed special or custom in nature and not specifically detailed in the Schedule 1 of this Agreement, functionality specific to this implementation that would not be used by other COPLINK clients, or any additional supplements and/or appendices pertaining thereto. If Custom Engineering Work is required, and approved in writing by Customer, KCC shall charge $250.00 per hour to perform said work. *KCC will specify before contract signing if custom engineering is needed to complete services listed in Schedule 1.*

G. Non-appropriation.

Customer's financial obligations which are payable after the current fiscal year are contingent upon funds for such purposes being appropriated, budgeted and made available during any such subsequent years. If funds are not appropriated, budgeted and made available, Customer may withdraw from this Agreement by providing thirty (30) days notice to KCC. As of the date hereof, Customer's fiscal year is the calender year.

Article IV. SECURITY OF INFORMATION

A. Criminal History Data.

The data to be used in performing the Services under this Agreement may include criminal history record information, which may be highly sensitive and confidential. Because of the need to validate to external data sources, it is critical that the real names of persons listed in the various data sources be retained, to enable the external linkage. For those KCC personnel who work directly with any sensitive and confidential data, KCC agrees that those personnel will undergo background investigations conducted by the Colorado Bureau of Investigation prior to having access to the information. Any facilities used for this project that house highly sensitive and confidential data must be secure, and access must be limited to persons who have been cleared by the CBI.

B. Secure Facility.

Any computer systems and networks used at KCC must be secure. Customer shall have the right to review and approve KCC's security measures to ensure that the confidentiality of the data is maintained. Customer will maintain control over the release of any information containing identifiable personal records used in this project. No information containing whc or partial data from the records used on this project can be released by KCC or any of its departments or personnel without the approval of Customer.

C. Security Procedures.

KCC shall establish and maintain procedures and controls that are acceptable to Customer for the purpose of assuring that no information contained in its records or obtained from Customer or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information must be referred to Customer.

D. Protection and Security of the Customer's Data

KCC agrees to protect the confidentiality of the information maintained by the Customer and further warrants that KCC staff will not, beyond that necessary for this Agreement, release, disseminate copy or otherwise utilize, for any purpose, any information of the Customer without the Customer's prior written authorization.

Article V. CONFIDENTIALITY

A. General.

To the extent authorized by applicable law, the parties hereto agree to keep any information identified as confidential by the disclosing party, confidential using methods at least as stringent as each party uses to protect its own confidential information. "Confidential Information" shall include KCC's research and development plans and reports, the computer code for the UA Software and KCC Software (both source and object code), the functionality or manner of operation of any computer code (including without limitation screen designs and flows), or any other designs, techniques, methods, specifications, drawings, sketches, processes, trade secrets, product information, print-outs, formulae, samples, prototypes, systems and components, marketing or promotional information, and any other information marked confidential or accompanied by correspondence indicating such information is confidential exchanged between the parties hereto. Confidential Information also includes information relating to the disclosing party's business or financial affairs, such as financial results, business methods, pricing, competitor and product information and all other information designated as confidential. Except as may be authorized in advance in writing by KCC, Customer shall grant access to the Confidential Information only to its own employees involved in installing and maintaining the KCC Software, and Customer shall require such employees to be bound by this Agreement as well. In addition, Customer shall not permit any personnel or Authorized User to remove any proprietary or other legend or restrictive notice contained or included in any material provided by KCC. The confidentiality and use obligations set forth above apply to all or any part of the Confidential Information disclosed hereunder except to the extent that:

1. KCC or Customer can show by written record that it possessed the information prior to its receipt from the other party;
2. The information was already available to the public or became so through no fault of the KCC or Customer;
3. The information is subsequently disclosed to KCC or Customer by a third party that has the right to disclose it free of any obligations of confidentiality; or
4. Is independently developed by the other party without breach of this Agreement.
5. *The information is required to be disclosed pursuant to the Colorado Public Records Act or an order of a court with competent jurisdication.*

B. Improper Disclosure.

KCC and Customer acknowledge that any use or disclosure of Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the other parties irreparable damage for which remedies other than injunctive relief may be inadequate, and each party agrees that the other parties shall be entitled to receive from a court of competent jurisdiction injunctive or other equitable relief to restrain such use or disclosure in addition to other appropriate remedies. Customer shall advise KCC if a request for information deemed confidential is made. In the event that KCC does not permit disclosure, KCC shall indemnify, defend, and hold harmless Customer from any suits or damages resulting from KCC failure to disclose.

C. Survival of Conditions.

The terms and provisions of this Article shall survive the termination of this Agreement, for any reason, unless otherwise agreed upon in writing by the parties.

D. Improper Acts.

Customer and Authorized Users shall not attempt to reverse engineer, translate, decompile or disassemble the object code of the KCC Software and Customer agrees to use its best efforts to prevent reverse engineering, translation, decompilation and disassembly of the object code of the KCC Software by its authorized users.

Article VI. OWNERSHIP

1. KCC shall own all computer software and data KCC develops in the performance of its obligations under this Agreement, including all copyrights, trade secrets, and other intellectual property rights with respect to any object codes, source codes, instructions, manuals or other materials relating to the installation, operation of computer software provided by KCC.

Customer retains ownership of any data sent or migrated to the COPLINK® Solution Suite.

2. *KCC has placed the source code of the Software in escrow pursuant to a source code agreement ("Source Code Agreement"). KCC shall maintain a copy of the source code for the Software with a third party as provided under the terms of the Source Code Agreement. Customer shall receive the benefits under the Source Code Agreement in accordance with the terms of the Source Code Agreement subject to Customer's payment of all fees and expenses due and payable under the Software License and this Agreement.*

Article VII. WARRANTIES

A. Material Errors.

KCC warrants that if, during the ninety-day period after final system acceptance, Customer notifies KCC that the KCC Software contains an error that affects the law enforcement activities of Customer, KCC will at no cost to Customer use its best efforts to either correct the error or provide a reasonable workaround for such error. KCC warrants that the functions contained in the KCC Software will meet the reasonable requirements of Customer. KCC does not warrant that the operation of the KCC Software will be uninterrupted or error-free. The warranties set forth in this Section do not cover any copy of the KCC Software that has been altered or changed in any way by Customer or any authorized user.

During the warranty period, KCC will provide changes to the software mutually agreed upon by the parties for software troubleshooting and program code debugging only. No customization of the COPLINK System products will occur beyond that stated in Schedule 1 or the Project Plan.

B. Exclusions.

KCC is not responsible for problems that occur as a result of the use of the KCC Software in conjunction with software of third parties or with hardware that is incompatible with the operating system for which the KCC Software is being installed and KCC has advised customer in advance.

C. Limitations.

ANY IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. The warranties contained in this section are made in lieu of all other warranties, whether oral or written. Only an authorized officer of the KCC may make modifications to this warranty or additional warranties binding KCC, and any such modifications or additional warranties must be in writing and must be approved by the Customer. Approval shall not be unreasonably withheld.

Article VIII. DURATION

A. Duration.

Upon final acceptance, KCC will deliver to Customer annual maintenance that will cover the twelve (12) month period after system acceptance, provided Customer makes the Annual Maintenance Agreement payments as specified in Schedule 1.

B. Improper inducements.

Customer may, by written notice to KCC, cancel this Agreement if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by KCC or any agent or representative of KCC, to any officer or employee of Customer.

C. Termination.

Upon Material Breach; Cure Periods. This Agreement may not be terminated upon a material breach of this Agreement unless the other party (the "Notifying Party") first provides written notice of such breach to the first party (the "Breaching Party") as provided herein and the breach has not been cured within sixty (60) days after the Breaching Party receives such notice. The notice shall reference this Article VIII (C), and shall describe each material breach of the Agreement in sufficient detail to permit the Breaching Party to cure the breach. Neither party may claim a material breach of this Agreement until the foregoing periods have expired.

In the event a single agency that is participating in this project breaches this Agreement, such breach will not effect the remaining agencies other than the non-inclusion of the breaching agency's information in the COPLINK node.

D. Survival.

The terms and conditions of Article IV: Security of Information, Article V: Confidentiality, and *Article XIII: Indemnifications, shall survive this Agreement* unless otherwise agreed upon in writing by the parties.

Article IX. ENFORCEMENT, LAWS AND ORDINANCES

A. Effect of Law.

This Agreement shall be enforced under the laws of the State of Colorado. *Each party will consent to jurisdiction and venue in the state courts located in Grand Junction, Colorado.*

B. Compliance.

KCC must comply, at its own expense, with all applicable Federal, State, county and local laws, ordinances, and regulations.

C. Licenses and Permits.

KCC shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by KCC.

KCC will make software and other changes necessary to stay in compliance with Federal, State, county and local laws, ordinances, and regulations that pertain to criminal justice information systems and *criminal intelligence information, including 28 C.F.R. Part 23.*

Article X. INDEPENDENT CONTRACTOR

A. Relationship.

It is understood and acknowledged by each party that the parties hereto shall act in their individual capacities and not as agents, employees, partners, joint ventures, or associates of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. KCC does not have the authority to act for Customer, or to bind Customer in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of Customer.

B. Withholding.

KCC is advised that taxes or social security payments shall not be withheld from any payment issued hereunder and that KCC should make arrangements to directly pay such expenses, if any.

C. KCC Provided Insurance.

1. KCC maintains, at its own expense, general business liability insurance with a combined single limit of $3,000,000 per occurrence.
2. KCC maintains workman's compensation insurance through the and the Arizona State Compensation Fund, which meets all requirements of Colorado law, and specifically protects Customer

D. Additional Insurance.

Customer is advised that the costs of any additional insurance or surety bonds, mandated or required to be carried by KCC as an effect of local codes, ordinances, regulations, procurement policies or other customs, are the responsibility of the customer and will be billed as an additional cost item if Customer requires these to be secured under this contract.

Article XI. MODIFICATIONS

This Agreement may only be modified by a written amendment signed by persons duly authorized to enter into contracts on behalf of Customer and KCC.

Article XII. WAIVER

The failure of either party of this Agreement to take affirmative action with respect to any conduct of the other, which is in violation of the terms of this contract, shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

Article XIII. INDEMNIFICATIONS

A. General.

KCC shall indemnify, defend, to the extent not prohibited by law, and hold harmless Customer, from any and all claims, demands, suits, actions, proceedings, loss, cost, and reasonable attorney's fees and/or litigation expenses arising or alleged to have arisen out of any act, omission, professional error, fault, mistake, or negligence of KCC, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement. KCC's obligation under this section shall not extend to any liability caused by the sole negligence of the Customer, or its employees.

B. Claim and Action.

In the event of any such claim or action, KCC shall have the option to either:

1. Modify the software so as to render it non-infringing so long as it continues to conform to the specifications and warranties herein; or
2. Procure for Customer the right to continue using the software.

C. Contingencies.

Any such indemnification under this Section shall be contingent upon:

1. Customer promptly notifying KCC in writing of any claim or action of which indemnification is sought;
2. Immediately ceasing use of the software upon notice of any such claim or action; and
3. Affording to KCC sole control of the defense or settlement of any such control or action.

D. Amount of Insurance.

The amount and type of insurance required shall not in any way be construed as limiting the scope of the indemnification set forth above.

Article XIV. MISCELLANEOUS PROVISIONS

A. Procurement Code.

To the extent applicable, KCC agrees to abide by the provisions of the Customer's Procurement Code.

B. Assignment or Subcontracting.

No assignment of this Agreement or subcontract shall be made by KCC with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontracts shall comply with Federal and State laws and regulations, which are applicable to the services, covered by the subcontract and shall include all the terms and conditions set forth herein, which shall apply with equal force to the subcontract, as if the subcontractor were the contractor referred to herein. KCC is responsible for contract performance whether or not subcontractors are used.

C. Compliance with ADA.

KCC shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

D. Compliance With Colorado Revised Statutes Section 8-17.5-102.

For the purposes of this Section XIV (D) KCC shall be referred to as "Contractor".

Contractor certifies and represents that at this time:

(i) Contractor does not knowingly employ or contract with an illegal alien; and
(ii) Contractor has participated or attempted to participate in the basic pilot employment verification program (now known as the Employee Eligibility Verification (EEV) program) created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (hereinafter, "Employee Eligibility Verification (EEV) Program") in order to verify that Contractor does not employ any illegal aliens.

Contractor has verified or has attempted to verify through participation in the federal EEV Program that Contractor has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States ; and

If Contractor has not been accepted into the federal EEV Program prior to entering into this Contract, Contractor shall forthwith apply to participate in the federal EEV Program and shall in writing verify such application within five (5) days of the date of this Contract. Contractor shall continue to apply to participate in the federal EEV Program and shall in writing verify same every three (3) calendar months thereafter, until Contractor is accepted or the public contract for Services has been completed, whichever is earlier. The requirements of this section shall not be required or effective if the federal EEV Program is discontinued.

Contractor is prohibited from using federal EEV Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall:

(i) Notify such subcontractor and the Customer within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
(ii)Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

If Contractor violates any provision of this Contract pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the Customer may terminate this Contract. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the Customer arising out of Contractor's violation of Subsection 8-17.5-102, C.R.S.

E. Non-Discrimination.

Neither party shall discriminate against any person or class of persons by reason of sex, color, race, religion, national origin, or handicap while performing any obligation under this agreement.

F. Entire Agreement.

This Agreement represents the entire agreement between Customer and KCC relating to this requirement and shall prevail over any and all previous verbal and written agreements.

G. Withdrawal by Individual Agency.

Should one or more agencies contributing to the Western Slope Node information sharing system withdraw, KCC will modify the existing migration and mapping from those agencies to the COPLINK indexing server to exclude future refresh of data from those agencies. Such modification will be covered as part of the annual maintenance so long as the remaining agencies' data remains in the COPLINK Node. If an agency wishes to remove data previously migrated to the COPLINK indexing server, KCC will bill the fiscal agent for the Western Slope COPLINK Node for time and materials related to this activity at the rate of *250.00* per hour. In case of total removal of an agency's previously migrated data and non-participation, the cost associated with the initial mapping and migration of that agency's data will be subtracted from the total system cost, and future maintenance charges will be computed appropriately.

H. Authority to Bind Other Agencies.

All representations, covenants and agreements of Customer are made solely on behalf of Customer. Customer is not authorized to bind any other entity, agency, or user of the COPLINK information sharing system through the execution of this Agreement.

Article XV. USE OF NAMES AND TRADEMARKS

Customer shall have the right to use the trademarks and name of KCC, but shall not have the right to use the names of the inventors of the KCC Software without the written consent of the party whose name is desired to be used.

Article XVI. FORM AND METHOD OF NOTICE

No notice required to be provided in this Agreement shall be effective unless it is in writing; is delivered to the other party by either reputable overnight courier; U.S. mail by registered, certified or overnight delivery service, with all postage prepaid and return receipt requested, or by personal delivery; and is addressed to:

If to KCC:

Knowledge Computing Corporation
Attn: Catherine Sertich, Controller
7750 East Broadway Blvd, Suite 100
Tucson, AZ 85710

or to such other address as KCC may designate by written notice to Customer.

If to Customer:

City of Grand Junction, Grand Junction PD
625 Ute Ave
Grand Junction, CO 81501

or to such other address as Customer may designate by written notice to KCC.

Article XVII. AUTHORITY

The persons signing on behalf of Customer and KCC hereby warrant and represent that they have authority to execute this Agreement on behalf of the party for whom they have signed.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first mentioned above.

For: KNOWLEDGE COMPUTING CORP.

1/29/08

(signature) Date

Robert Griffin President

Printed Name Title

For: Grand Junction PD.

1/16/08

(signature) Date

Jay Valentine Purchasing Manager

Printed Name Title

For: Mesa County Sheriff's Office

1-28-08

(signature) Date

STAN HILKEY SHERIFF

Printed Name Title

Schedule 1(a):
Program Property and Services

Project Name: Western Slope

ITEM	
Products	
COPLINK Solution Suite:	$66,186.40
Hardware (see below for specs)	$37,000.00
Third Party Software (optional from KCC)	
ESRI MapObjects JAVA ver. 2.1 (2 CPU)	$5,000.00
Microsoft SQL Server 2005 Licenses	$22,500.00
Services	
Data Sources	
Grand Junction RMS Infotrak (standard data source)	$53,000.00
Mesa County SO RMS	$53,000.00
Mug Shot System	$25,000.00
Extended Warranty	
License	$9,927.96
Data Sources	$19,650.00
Node Fees	
Training	$10,000.00
Installation	$50,000.00
TOTAL PROJECT COST	**$351,264.36**

COPLINK APPLICATION (4.x) PROGRAM MODULES PROVIDED:

COPLINK Base Product
COPLINK Self Paced CBT
COPLINK Incident Analyzer and Mapping
COPLINK Active Agent
COPLINK Visualizer
COPLINK Mobile
COPLINK A3
Intel L.E.A.D.
COMPSTAT

KCC Initials _____ Date 1/25/08
Customer Initials _____ Date 1/16/08

HARDWARE SPECIFICATION:

Web and Migration Servers
2X PowerEdge 1950 with 2x Dual-core Xeon E5160 CPU
4GB memory (RAM)
2x146GB 10K RPM HDD
DVD-ROM drive
Windows server 2003 standard x64 edition
Warranty Silver 4-Year On-Site 24/7 NBD

Database Server
PowerEdge 1950
2x Quad-core Xeon E5460 CPU
16GB (4x4) memory (RAM)
2x146GB 10K RPM HDD
DVD-ROM drive
Windows server 2003 enterprise x64 edition
Warranty Silver 4-Year On-Site 24/7 NBD

Storage
PowerVault MD1000
With ~2TB usable Raid-10
PowerVault 124T, 2U Autoloader, LTO-3, 400/800GB
Warranty Silver 4-Year On-Site 24/7 NBD

Schedule 1(b)
Description of Activities and Project Time Line

TASK DESCRIPTION	DURATION	START DATE	END DATE
Project Begins - Contract Signing			
Licensing	**1 day**		
Deliver COPLINK System Software Licenses	1 day		
Deliverable: COPLINK Software Licenses Delivered			
Hardware & Third-party Software (work begins when servers have been delivered)	**5 days**		
Install Servers (DELL)	3 days		
Install RDBMS (KCC)	1 day		
Install COPLINK Applications (KCC)	1 day		
Deliverable: Hardware and Third-Party Software installed			
Create COPLINK Databases	**2 days**		
COPLINK Admin	1 day		
COPLINK Data	1 day		
Deliverable: Operational COPLINK System; system ready for data sources. (work begins when a complete backup of the data is received at KCC facilities)			
Data Source	**50 days**		
Analyze Data Source	**8 days**		
RMS Coordination with the Agency	2 day		
Obtain Full Source Data Set	1 day		
Load/Restore/Input Data Source	1 day		
Analyze Schema	3 days		
Analyze Data Dictionary	1 day		
Map Data & Create XML	**29 days**		
Design Map and Refresh	6 days		
Create Map	10 days		
Review and Test Map	8 days		
Map Lookup Values	5 days		
Test Migration KCC	**7 days**		
Batch load of 2-year historical data	5 days		
Copy to Node for Client Review – Data Validation	2 day		
Install Migration on Server	**6 days**		
Install Migration Program	1 day		
Coordinate Batch/Refresh with Client	1 day		
Test Full Batch on Node	2 day		
Test Refresh on Node	2 day		
Migrate & Consolidate Dataset	**4 days**		
Migrate Data Source	4 days		
Deliverable: All Agency Data on COPLINK System			
Acceptance Testing	**6 days**		
Preliminary Acceptance & Issue Resolution	3 day		
Final Acceptance	3 day		
Deliverable: Final Acceptance of COPLINK System			
Project Completes			

Schedule 1(c)
KCC's Current Standard Rates

- Customization Engineering, Programming services and Maintenance services which apply per the terms of th. Agreement will be charged at a blended rate of *$250.00/hour.*
- Additional Training services, Special services such as User Studies, which apply per the terms of this Agreement will be charged at a blended rate of *$150.00 /hour.*

Schedule 2
Statement of Services for Annual Maintenance

- **Hours of Technical Support:** Ordinary Technical support for the COPLINK system is available on regular business days (Monday through Friday, holidays excluded), from 8:00 am to 5:00 pm, Mountain Standard Time. Please note that Arizona does not switch to Daylight Savings Time.
- **Method of contacting Knowledge Computing Corporation:** The Customer will identify not more than two staff members from each organization participating in the project who have the authority to make requests for technical support. One alternate person may be appointed who shall have the authority to contact technical support in the absence of or unavailability of the regular contact persons.
- **Methods of Reporting Technical Support Issues:** Customer may report technical support issues by:
  (a) Telephone to the Technical Support Center.
  (b) A Change Order Request form sent by e-mail to support@coplink.net
  (c) In-person reporting to a KCC technical support advisor, followed up by a Change Order Request form.
- **Technical Support Telephone number:** The number to call for technical support is (520) 574-1519 (ext. 115).
- **Problem Description:** KCC technical support personnel will log the technical support call and request sufficient information to determine exactly what type of problem is being reported.
- **Problem Determination:** KCC will respond within one business day to all requests for technical support with a plan outlining the process KCC intends to follow to resolve the problem.
- **Program Code Error ("Bug") Determination:** KCC will attempt to replicate the problem described in the technical support request, following the steps used by the customer. Non reproducible problems will not be considered bugs.
- **Problem Resolution:** Upon determination that the technical support issue is a program code error, KCC will so report to the Customer and present a mitigation strategy to resolve the problem, along with a tentative time line for problem resolution.
- **Report to Customer:** Upon resolution of the technical support issue, KCC will provide the Customer with a synopsis of the issue, the findings of the KCC technical support staff, and the final resolution of the problem.
- **Program Updates and Upgrades:** KCC will provide the customer interim and major version updates and upgrades according to the terms of the initial deployment contract(s) and this Maintenance Agreement.
- **Program Patches and Service Packs:** Customer will receive any applicable program patches and service packs as they become available. Such patches and service packs will be designated as either "critical" or "non-critical". Customer must install critical patches or service packs to be eligible for continued technical support.
- **Updated Installation Program:** KCC will provide customer with a revised installation disk for the COPLINK system as these become necessary due to program modifications and additions.

KCC Initials _____ Date 1/23/08

Customer Initials _____ Date 1/16/08

Schedule 3

COPLINK® Software End-User License Agreement

Please read the terms and conditions of this license agreement (the "License") before installing the computer software (the "Software") provided by Knowledge Computing Corporation (KCC). The term "Software" includes, and these terms and conditions also apply to, any updates, modifications, upgrades to the Software that you may receive from time to time. By installing the Software you accept and agree to the terms of this License. If you do not agree to the terms of this Software End-User License Agreement, you are not authorized to use the Software. This License constitutes the entire agreement concerning the Software between you and KCC and it supersedes any prior proposal or representation.

End-User License Agreement

A. General. The Software is licensed, not sold. KCC hereby grants to you, a perpetual, non-exclusive and non-transferable license to use any and all COPLINK® Software provided to you under this License in accordance with the terms and conditions set forth herein and as modified by the Agreement for Services. The Software is protected by copyright laws, as well as by other intellectual property laws. The Software and any copies that you are authorized by KCC to make are the intellectual property of and are owned by KCC. The structure, organization and code of the Software are the valuable trade secrets and confidential information of KCC. This License grants you no rights to use such content.

B. Restricted Rights Notice. The Software provided under this License is provided with RESTRICTED RIGHTS. Use, duplication or disclosure is subject to restrictions set forth in this License.

1. You agree that you will not sublicense, assign, transfer, pledge, lease, rent or share your rights under this License other than to allow use of the Software by authorized individuals accessing the COPLINK system node on which the Software is installed.
2. You agree that you will not modify, adapt, disassemble, decompile, reverse engineer, translate or otherwise attempt to discover the source code of the Software.
3. You may not modify the Software or create derivative works based upon the Software. The Software is licensed as a single product. Its component parts may not be separated for use on more than one computer.
4. You must maintain all copyright notices on all copies of the Software.
5. You may not distribute copies of the Software to third parties.
6. You may not export the Software to any country, entity or person to which export would be illegal.
7. All rights not expressly granted are reserved by KCC.

C. KCC's Rights. You acknowledge and agree that the Software and Documentation are proprietary products of Knowledge Computing Corporation under copyright law and disclosed to you by KCC in confidence. You shall take all reasonable steps to safeguard the Software. KCC owns and will retain all copyright, trademark, trade secret and other proprietary rights in and to Software. This License conveys to you only a non-exclusive and limited right of use, revocable in accordance with the terms and conditions of this License. In the event that you fail to comply with any terms and/or conditions hereof, this License shall terminate automatically and KCC shall be entitled to all remedies in accordance with applicable law.

D. Other Limitations. This license is further limited as follows:

1. The Software may not be used by you for any other purpose than that set forth herein, including, without limitation, designing or developing any products to be sublicensed or distributed by or on behalf of you or the National Institute of Justice;
2. The License granted to you hereunder shall be a license to use the machine-readable object code only, and shall specifically exclude source code; you shall allow only authorized users to access the COPLINK® System software and use the services of the Software.

Warranties

A. Material Errors. KCC warrants that if, during the ninety-day period after installation and/or the duration of any extended warranty, you notify KCC that the Software contains an error that materially and adversely affects your law enforcement activities, KCC will at no cost to you use its best efforts to either correct the error or provide a reasonable workaround for such error. KCC does not warrant that the functions contained in the Software will meet your requirements, nor that the operation of the Software will be uninterrupted or error-free. The warranties set forth in this Section do not cover any copy of the Software that has been altered or changed in any way by you or any authorized user.

B. Updates. If you have an extended warranty agreement or maintenance contract with KCC, then KCC will provide updates to

the software as new releases become available, subject to the limitations in your extended warranty agreement or maintenance contract. No customization of the COPLINK® System software products will occur unless agreed to in writing by both KCC and you. Any supplemental software code provided to you shall be considered part of the Software and be subject to all terms and conditions of this License. If the Software is an Update to a previous version of the Software, you must possess a valid license to such previous version in order to use the Update. You may continue to use the previous version of the Software on your computer after you receive the Update only to assist you in the transition to the Update, provided that: the Update and the previous version are installed on the same computer; the previous version or copies thereof are not transferred to another party or computer unless all copies of the Update are also transferred to such party or computer; and you acknowledge that any obligation KCC may have to support the previous version of the Software may be ended upon availability of the Update. You agree by your installation and use of such Software Update to voluntarily terminate your earlier License and that you will not continue to use the earlier version of the Software or transfer it to another person or entity. Any Software update is subject to the terms of this License. By installing, copying or otherwise using any such Update, you agree to be bound by the terms of this License with respect to such Update.

C. Exclusions. KCC is not responsible for problems caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which you have authorized KCC to install the Software, nor is KCC responsible for problems that occur as a result of the use of the Software in conjunction with software of third parties or with hardware that is incompatible with the operating system for which the Software is being installed.

D. Limitations. ANY IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. The warranties contained in this section are made in lieu of all other warranties, whether oral or written. Only an authorized officer of the KCC may make modifications to this warranty or additional warranties binding KCC, and any such modifications or additional warranties must be in writing and must be approved by you. Approval shall not be unreasonably withheld.

E. Java™ Support. The software product may contain support for programs written in Java™. Java™ technology is not fault tolerant and is not designed, manufactured, or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of Java™ technology could lead directly to death, personal injury, or severe physical or environmental damage.

Indemnifications

A. General. KCC shall indemnify, defend, to the extent not prohibited by law, and hold you harmless, from any and all claims, demands, suits, actions, proceedings, loss, cost, and reasonable attorney's fees and/or litigation expenses arising or alleged to have arisen out of any act, omission, professional error, fault, mistake, or negligence of KCC, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this License. KCC's obligation under this section shall not extend to any liability caused by your sole negligence, or your employees.

B. Claim and Action. In the event of any such claim or action, KCC shall have the option to either:

1. Modify the software so as to render it non-infringing so long as it continues to conform to the specifications and warranties herein; or
2. Procure for you the right to continue using the software.

C. Contingencies. Any such indemnification under this Section shall be contingent upon:

1. You promptly notifying KCC in writing of any claim or action of which indemnification is sought;
2. Immediately ceasing use of the software upon notice of any such claim or action; and
3. Affording to KCC sole control of the defense or settlement of any such control or action.

Miscellaneous Provisions

A. Applicable Law. If you acquired the Software in the United States, this EULA is governed by the laws of the State of Arizona.

B. Modifications This License may only be modified by a written amendment signed by persons duly authorized to enter into contracts on your behalf and KCC.

E. Waiver The failure of either party of this License to take affirmative action with respect to any conduct of the other, which is

in violation of the terms of this contract, shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

F. Withdrawal by Individual Agency. Should one or more agencies contributing to a COPLINK® Node information sharing system withdraw, KCC will modify the existing migration and mapping from those agencies to the COPLINK® node or data warehouse to exclude future refresh of data from those agencies. Such modification will be covered as part of the annual maintenance so long as the remaining agencies' data remains in the COPLINK® node. If an agency wishes to remove data previously migrated to the COPLINK® node or data warehouse, KCC will bill the fiscal agent for the COPLINK® node for time and materials related to this activity.

G. Use of names and trademarks. You shall have the right to use the trademarks and name of KCC, but shall not have the right to use the names of the inventors of the Software without the written consent of the party whose name is desired to be used. COPLINK® and other trademarks contained in the Software are trademarks or registered trademarks of KCC. Third party trademarks, trade names, product names and logos may be the trademarks or registered trademarks of their respective owners. You may not remove or alter any trademark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels in the Software. This EULA does not authorize you to use the COPLINK® trademark or its licensors' names or any of their respective trademarks.

H. Entire Software End-User License Agreement. This License represents the entire agreement between you and KCC relating to this requirement and shall prevail over any and all previous verbal and written agreements. No COPLINK® reseller, agent or KCC employee is authorized to make any amendment to this License.

All questions concerning this EULA shall be directed to: Knowledge Computing Corporation, 6601 E. Grant Road Suite 119, Tucson, AZ 85715, Attention: Support Services.

KCC Initials VK Date 4/2/08

Customer Initials [illegible] Date 4/4/08