SOFTWARE LICENSE AND SERVICES AGREEMENT

THIS AGREEMENT is made as of this _____ day of _____, 20__, by SmartCOP, Inc. ("Licensor"), with its principal place of business at 410 East Government Street, Pensacola, Florida 32502, and City of Bonifay, Florida ("Licensee"), with its principal address at 301 J. Harvey Etheridge Street, Bonifay, FL 32425.

WHEREAS, Licensor has the exclusive right to license the public safety software site known as SmartCOP™, a comprehensive, integrated software product suite designed to provide Computer Aided Dispatch, Mobile Data Computer Systems, Record Management Systems, Case Management Systems, Jail Management Systems, Civil Enforcement, and Administrative Programs.

WHEREAS, Licensee desires to acquire a non-exclusive and non-transferable license to use and configure to use the software modules listed in Product Schedule & Pricing (attached as Appendix 1) (collectively referred to hereafter as "Software Products"), subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Licensor and Licensee agree as follows:

ARTICLE I. THE LICENSE

1.01 **License**. Licensor hereby grants to Licensee a non-exclusive, non-transferable and limited right and license to use and configure the Software Products in object code format solely for Licensee's internal operations (the "License") for the term set forth in Section 1.02 and subject to the terms and conditions set forth in this Agreement, in consideration for the payment of the fees specified in the Product Schedule & Pricing (attached as Appendix 1). The License includes the right to use and configure only those Software Products listed in the Product Schedule & Pricing (attached as Appendix 1) hereto. Licensee may license additional Software Products through a written amendment to this Agreement specifying an additional license fee and signed by both parties. The Software Products may, if applicable, include Other Products that are provided in connection with the software Products pursuant to authority granted to Licensor by such third parties or through sublicense agreements with Licensee.

1.02 **Term**. The License shall commence upon the installation of the first Software Product set forth on the Product Schedule & Pricing (attached as Appendix 1) hereto (the "Delivery Date"), provided that Licensee has paid all applicable fees. The License shall continue in perpetuity, unless terminated pursuant to the terms hereof.

1.03 **Fees and Charges.** Licensee shall pay to Licensor, without deduction or set-off, a license fee (the "License Fee") for the Software Products in the amount and at the time set forth on the Product Schedule & Pricing (attached as Appendix 1) as "Standard Payment Terms." During the term of this Agreement, Licensor shall, from time to time, deliver invoices to Licensee. Each invoice delivered to Licensee by Licensor shall be due and payable upon receipt thereof by Licensee. In the event Licensee fails to pay all or any portion of an invoice on or before ninety (90) days after the date it becomes due, in addition to all other remedies Licensor has under this Agreement or otherwise, Licensor shall have the option to suspend or terminate all Software and Services under this Agreement. Suspension or termination of any such Software and/or Services shall not relieve the Licensee of its obligation to pay its outstanding invoices, including any applicable late charges. Late payments will incur a charge of 1.0% per month, not to exceed the maximum amount allowed by law. Licensee shall pay any and all applicable federal, state and local sales, use, value added, excise, duty and any other taxes of any nature (except any taxes based on Licensor's net income) assessed on the Licensor's product offerings. To the extent Licensee imposes additional requirements on Licensor for Services other than those expressly provided in this Agreement, Licensor retains the right to make additional price adjustments and/or any other adjustments that may be necessitated. Before performing these additional Services, Licensor will notify Licensee that the Services are subject to additional charge(s).

1.04 **Taxes**. If applicable, Licensee is responsible for and shall pay all federal, state and local sales, use, value added, and ad valorem taxes due in connection with the licensing and use of the Software Products.

1.05 **Sublicensing and Assignment Prohibited**. This License does not provide Licensee the right to sublicense any

of the Software Products, and Licensee is strictly prohibited from sublicensing without the explicit written permission of Licensor.

1.06   **Exclusions**. Except as expressly authorized in writing, Licensee shall not allow, direct or authorize (directly or indirectly) any other party to:

    a. Use the Software Products for any purpose other than in connection with Licensee's internal operations;
    b. Copy the Software Products;
    c. Cause or permit reverse compilation or reverse assembly of all or any portion of the Software Products;
    d. Distribute, rent, lease or transfer to any third party any portion of the Software Products;
    e. Export the Software Products in violation of U.S. Department of Commerce export administration regulations; or
    f. Copy for use or distribute for use any third party software products resold to Licensee by Licensor without paying the appropriate license fee.

1.07   **Other Products.** "Other Products" shall mean, if applicable, the additional products being purchased by Licensee from Licensor as specified in the Product Schedule & Pricing (attached as Appendix 1) under such terms and conditions as are defined from time to time. If applicable to Licensee, and provided Licensee enters into any applicable sublicense or other relevant agreements for the Other Products, as may be required by the vendors of the Other Products (hereinafter referred to as the "Sublicense Agreements") and subject to the terms and conditions of this Agreement, Licensee is granted a sublicense with respect to the Other Products designated in the Product Schedule & Pricing (attached as Appendix 1).

1.08   Subject to Section 1.07, the license grants to the Other Products shall be as set forth in their applicable Sublicense Agreements. To the extent that the Product Schedule & Pricing (attached as Appendix 1) does not specifically outline Other Products for which a Sublicense Agreement is required, the Licensee shall be deemed to have been granted a sublicense in the Other Products (or Software Programs, if applicable) which are subject to the terms of this Agreement.

ARTICLE II. DELIVERY

2.01   **Acceptance.** Licensor shall deliver to Licensee one (1) copy of the Software Products (in machine-readable object code). Licensee shall be conclusively deemed to have accepted the Software Products upon Licensee's first use of the Software Product in a production environment ("Go-Live") unless Licensee notifies Licensor in writing within ten (10) days of Go-Live that the Software Products have been rejected as failing to operate substantially in accordance with the written agreement between Licensor and Licensee, and describing in detail each nonconformity. Upon receipt of the nonconformity list, Licensor shall have thirty (30) days to repair any nonconformities listed on the nonconformities list by modifying the Software Products as necessary at Licensor's expense, such that the Software Products affected by the nonconformities operate substantially in accordance with the written agreement between Licensor and Licensee.

2.02.   **Installation.** Licensor shall provide Licensee with installation support in accordance with Licensor's standard installation procedures for one (1) copy of the server portion of each Software Product as well as the client portion of each Software Product for the fee set forth in the Product Schedule & Pricing (attached as Appendix 1).

ARTICLE III. MAINTENANCE AND SUPPORT SERVICES

3.01   **Maintenance and Support**. Licensee may obtain maintenance and support services for the Software Products by entering into a separate Software Maintenance and Support Agreement with Licensor, a sample copy of which is attached hereto as Appendix 2.

ARTICLE IV. CONFIDENTIALITY AND COPIES

4.01   **Confidentiality.** To the extent allowed by law, Licensor and Licensee shall not disclose one another's Confidential Information.

4.02 **Confidential Information.** The term **"Confidential Information"** as used in this Agreement includes any information (whether or not reduced to writing and whether or not patentable or protected by copyright) that either Licensor or Licensee treats as proprietary or confidential (whether owned or developed by either party or received by either party from third parties), including without limitation either party's trade secrets, business methods, business policies, procedures, techniques, financial information, "know how", research or development projects or results, algorithms, computer software and hardware, computer programs (whether source or object code), hardware or manuals, trade secrets, or other knowledge or processes of or developed by Licensor or Licensee. Failure to mark any of the confidential information as confidential or proprietary shall not affect its status as part of Confidential Information under the terms of this Agreement.

4.03 **Obligations.** Licensor and Licensee shall protect each other's Confidential Information with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, that each utilizes for its own Confidential Information and that it does not wish disclosed to the public.

4.04 **Exclusions.** This Agreement imposes no obligation upon either party ("Recipient") with respect to the other party's ("Discloser's") Confidential Information that Recipient can establish by legally sufficient evidence: (a) was in the possession of or was rightly known by Recipient without an obligation to maintain its confidentiality prior to receipt from Discloser; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; or (d) is required to be disclosed by applicable law; provided that Recipient notifies Discloser of such requirement prior to disclosure, and provided further that Recipient makes diligent efforts to limit disclosure. Recipient shall keep confidential any Confidential Information received for three (3) years after the termination of this Agreement.

4.05 **Copies**. Licensee may make additional copies of any printed materials provided by Licensor up to the number of simultaneous users set forth in the Product Schedule & Pricing (attached as Appendix 1) but shall not make copies in excess of such number without the prior written consent of Licensor. Licensee may make two (2) copies of the Software Products solely for use by Licensee as back-up copies for disaster recovery. Every copy of the manual or the Software Products made by Licensee shall include the copyright notices included on the copies delivered to Licensee. Licensee shall not make or maintain any other copy of the Software Products or any portion, derivative or modification of any of them.

ARTICLE V. WARRANTY

5.01 **Software Warranty.** Licensor warrants, for Licensee's benefit only, that the Software Products will perform substantially in accordance with the Software Product's documentation for a period of one (1) year after the date on which Licensee's license for such Software Product is i) initially installed by Licensor per the Product Schedule & Pricing (attached as Appendix I) and SOW, or ii) if by Licensee, initially delivered to Licensee by Licensor. Licensor's warranty shall not apply to Software Product that has been modified by Licensee or third parties, or to Software Product that is installed on computer systems not approved by Licensor. Licensee agrees to notify Licensor in writing before expiration of the preceding period of the failure of any Software Product to satisfy the foregoing warranty and, after verification thereof by Licensor, Licensor will undertake to correct any reported error in accordance with Licensee's signed Software Maintenance and Support Agreement. Licensee acknowledges that the Software may not satisfy all of Licensee's requirements and the use of the Software Products may not be uninterrupted or error-free. Licensor warrants, for Licensee's benefit only, that it possesses the necessary intellectual rights to license to Licensee the Software Product provided hereunder.

5.02 **Services Warranty.** Licensor warrants that it will perform the Services in a professional and workmanlike manner.

5.03 **Manufacturer's Equipment Warranty.** Licensee acknowledges that all equipment, if any, supplied by Licensor hereunder is manufactured by third parties and Licensee agrees that the only warranties applicable to the Equipment are such warranties as may be provided by the manufacturers thereof and such warranties begin the date Licensee receives the equipment. Licensor makes no warranty of any kind with respect to any equipment. Licensee agrees to look solely to the manufacturer with respect to all mechanical, service and other claims and the right to enforce all warranties on such equipment made by said manufacturer are hereby, to the extent Licensor has the right,

assigned to Licensee. Licensor is not responsible for modifications to the manufacturer's published warranties, which modifications are determined solely at the discretion of the distributor or manufacturer.

5.04   **Other Products.** Licensee acknowledges and agrees that Other Products provided to Licensee by Licensor is provided to Licensee pursuant to the terms of the licensor's applicable license, and Licensee agrees to be bound thereby and that such terms govern any conflict between those terms and this Agreement. Licensee will acquire only those rights in the Other Products granted by applicable license and accorded by applicable law. In the event that any Other Products provided by Licensor to Licensee requires acceptance of a "shrink wrap" or "box top" license or agreement or execution of a "click-through" license or agreement for the access, opening, unpacking, installation or configuration thereof, Licensee acknowledges and agrees that Licensor may act as an agent on Licensee's behalf in accepting and executing such license or agreement on behalf of Licensee. LICENSOR PROVIDES THE OTHER PRODUCTS "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. THE WARRANTIES, INDEMNITIES, AND REMEDIES SET FORTH IN THIS SECTION 5 DO NOT APPLY TO OTHER PRODUCTS OR ANY BREACH, INFRINGEMENT, OR MISAPPROPRIATION ALLEGED TO BE CAUSD BY OTHER PRODUCTS. Licensee acknowledges it must look exclusively to the manufacturer of the Other Products for any warranty, maintenance, support or other service or remedy relating thereto. Software Maintenance does not apply to Other Products.

5.05   **Exclusions.** Licensor shall have no obligation to perform warranty services for: (1) third party equipment or software not installed by Licensor; (2) any equipment or Software Products for which warranty or maintenance has been performed by a third party not authorized by Licensor; (3) any equipment or Software Products that have been substantially altered, damaged or modified by someone other than Licensor or its subcontractors; (4) any equipment or Software Products which have been damaged as a result of Licensee's failure to operate them in accordance with the operating instructions of the manufacturer or software vendor; (5) failures due to force majeure or exposure to unusual physical or electrical stress; or (6) failure by Licensee to back up software and data contained in its system on a regular basis, but not less than once every day.

5.06   **WARRANTY DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED HEREUNDER, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE SOFTWARE PRODUCT, EQUIPMENT, SERVICES, OTHER PRODUCTS, ANY THIRD PARTY SOFTWARE OR OTHER MATERIALS, SERVICES, INFORMATION OR TECHNOLOGY, AND LICENSOR EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE VI. OWNERSHIP AND USE

6.01   **Ownership**. Licensor is not granting Licensee, either directly or by implication, any right, title or interest in Licensor's Software Products, applications, software, code and/or systems. Licensee is acquiring the perpetual right to utilize the run-time version of Licensor's Software Products that are current as of the time of the termination of the contract between Licensor and Licensee. Licensee agrees not to disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, or derive code from any of Licensor's Software Products, applications, software, code and/or systems, or permit or encourage any third party to do so. Under no event shall Licensee transfer, assign and/or sell the run-time version, the object code or the source code of Licensor's Software Products, applications, software, code and/or systems to any person or entity.

6.02   **Use**. Licensee may keep one (1) copy of the Software Products resident on the file server for Licensee's network ("Network") at the site designated on the Product Schedule & Pricing (attached as Appendix 1) to this Agreement (the "Installation Site") and may keep one (1) copy of the client portion of each Software Product resident on as many computers owned or controlled by Licensee and connected to the file server for as long as Licensee restricts access to the Software Products resident on the server to the number of simultaneous users set forth in the Product Schedule & Pricing (attached as Appendix 1). Notwithstanding the foregoing, if the Network becomes inoperable (whether due to maintenance thereof, modification, disaster, or otherwise), the Software Products may be temporarily used on a different file server at the Installation Site or another computer center. Temporary use on a different file server, however, shall not exceed thirty (30) days without the prior written consent of Licensor.

6.03   **Modification**. Licensee shall only make changes or modifications to the Software Products using the Configuration Tools Modules listed on the Product Schedule & Pricing (attached as Appendix 1) and provided by the Licensor. Violation of this prohibition will be grounds for termination of this agreement pursuant to Article VIII, and Licensor shall have no further duties, liabilities or obligations with respect to the Software Products.

ARTICLE VII. LIMITATION OF LIABILITY AND INDEMNIFICATION

7.01   **Limitation of Liability**. Licensor, its officers, directors, shareholders, members, employees, and/or agents shall not have any liability to Licensee, its officers, directors, shareholders, members, agents and/or employees for losses, damages and/or injuries arising out of: (1) third party equipment or software not installed by Licensor; (2) any equipment or Software Products for which maintenance has been performed by a third party not authorized by Licensor; (3) any equipment or Software Products that have been substantially altered, damaged or modified by someone other than Licensor or its subcontractors; (4) any equipment or Software Products which have been damaged as a result of Licensee's failure to operate them in accordance with the operating instructions of Licensor, the manufacturer, or the software vendor; (5) failures due to force majeure or exposure to unusual physical or electrical stress; or (6) failure by Licensee to back up software and data contained in its system on a regular basis, but not less than once every day. This limitation of liability includes all claims for losses, damages and/or injuries arising in tort, contract, negligence, strict liability, or otherwise, including, without limitation, damages for physical or mental pain or suffering, medical expenses, wrongful death, loss of good will, work stoppage, computer failure or malfunction, loss of work product, or any and all other commercial or personal injury damages or losses, direct or indirect. Notwithstanding the form (e.g., contract, tort or otherwise) in which any legal or equitable action may be brought, in no event will Licensor or its suppliers be liable for damages or losses that exceed, in the aggregate, the following for each respective breach or series of related breaches: (i) with respect to equipment, the purchase price paid by Licensee for the equipment that gave rise to such damages or losses; (ii) with respect to Software Products the amount of License Fees paid by Licensee for the Software that gave rise to such damages or losses; and (iii) with respect to any Services provided hereunder, the amount of fees paid for the Services that gave rise to such damages or losses. Except with regard to payments due Licensor neither party will be liable for any delays or failures in performance due to circumstances beyond its reasonable control that could not be avoided by its exercise of due care. Licensor's liability for any form of action shall only apply after any and all appropriate insurance coverage has been exhausted.

7.02   **Indemnification for Infringement**. Licensor shall, at its expense, indemnify and defend Licensee against any claim that the Software Products (excluding Other Products) infringe any United States patent or copyright and pay any resulting final judgment or settlement cost, provided that Licensee gives Licensor prompt, written notice of any such claim and allows Licensor to control the defense and all related settlement negotiations. Licensee shall allow Licensor, at Licensor's option and expense, if any infringement claim has occurred or in Licensor's reasonable judgment is likely to occur: (i) to procure the right for Licensee to continue using the Software Products; (ii) to replace or modify the Software Products so that they become non-infringing and functionally equivalent; or (iii) if neither of the foregoing alternatives is available on terms which are reasonable in Licensor's discretion, Licensee shall, upon the request of Licensor, return the Software Products to Licensor, whereupon Licensee can seek applicable remedy from Licensor pursuant to a breach of this Agreement. Licensor shall have no liability to indemnify or defend Licensee to the extent the alleged infringement is based on: (a) a modification of the Software Products by anyone other than Licensor or someone acting on behalf of Licensor, (b) use of the Software Products other than in accordance with the written agreement between Licensor and Licensee, or (c) a modification by Licensor of the Software Products at the direction of Licensee.

ARTICLE VIII. TERMINATION

8.01   Licensor may terminate the License if Licensee: (i) fails to pay the License Fee when due as set forth in the Product Schedule & Pricing (attached as Appendix 1); (ii) makes or distributes, or fails to use its best efforts to prevent others from making or distributing, copies of the Software Products (except as expressly permitted by this Agreement) or derivations or modifications thereof; (iii) uses the Software Products in violation of the provisions of this Agreement; or (iv) fails to comply with any other material obligation under this Agreement and such failure, action, use or non-compliance remains uncured for thirty (30) days after receipt of written notice thereof. Upon termination of the License, Licensee shall discontinue use and return all copies of the Software Products in its possession or control to Licensor, but Licensee's obligation to pay accrued charges and fees and to protect the confidentiality of the Software Products shall continue.

ARTICLE IX. MEDIATION

9.01   The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided, however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

9.02   Nothing in this Section Article IX shall preclude any party from applying to a court of competent jurisdiction for, and obtaining if warranted, preliminary or ancillary relief pending the conduct of mediation, or an order to compel the mediation provided for herein. The parties agree that the state and federal courts in Florida shall be the exclusive courts in which either party may seek such relief.

ARTICLE X. MISCELLANEOUS

10.01   **Notice**. Any notice hereunder by either party shall be given by personal delivery or by sending such notice by certified mail, postage pre-paid, to the other party at its address set forth herein or at such other address designated by written notice. Notice shall be deemed to have been received upon the date of actual delivery.

10.02   **Interpretation**. The validity and interpretation of this Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Florida, without regard to the principles of Florida's conflicts of laws thereof.

10.03   **Severability**. If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, the validity and enforceability of all of the remaining provisions hereof shall not be affected thereby.

10.04   **Failure to Exercise Rights**. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights nor shall the same be deemed to be a waiver of any subsequent breach.

10.05   Licensee grants to Licensor the right to use Licensee's name and trademarks solely as a client reference in promotional and marketing materials in accordance with generally accepted industry standards and practices for such references.

10.06   **Independent Parties.** Licensor and Licensee are independent parties. Nothing in this Agreement will be construed to make either party an agent, employee, franchisee, joint venturer or legal representative of the other party.

10.07   **Force Majeure.** Neither Party shall be liable to the other Party or shall be subject to termination of this Agreement by the other Party, for any delay, nonperformance, loss or damage (other than for failure to pay any amount when due) because of reasons beyond its reasonable control including, but not limited to, acts of God, acts, regulations or laws of any government, acts of terrorism, war, riots, civil unrest, power failures, accidents in transportation or other causes beyond the reasonable control of the respective Party.

10.08   **Titles.** The titles of the Articles and Sections hereof are for convenience only and do not in any way limit or amplify the terms and conditions of this Agreement.

10.09   **Sublicense & Assignment.** Licensee may not transfer, assign or sublicense its rights, duties or obligations under this Agreement to any person, company or entity, in whole or in part. Licensor may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. Licensor may perform any obligation pursuant to this Agreement using agents and subcontractors. The Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and permitted assigns.

10.10   Survival. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

10.11   Restricted Rights Regarding Software. The Software, both SmartCOP and Other Products Software (including documentation), is provided with Restricted Rights. Use, duplication, or disclosure for or by the government of the United States, including without limitation any of its agencies or instrumentalities, is subject to restrictions set forth, as applicable: (i) in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-14, or FAR 52.227-19; (ii) in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 252.227-7014, DFAR 252.227-7015, DFAR 252.227-7018, or DFARS 252.227-7013; or (iii) in similar clauses in other federal regulations, including the NASA FAR supplement. The contractor or manufacturer is SmartCOP, and/or a third party as may be noted on the Product Schedule and Pricing, and/or SOW. Customer will not remove or deface any restricted rights notice or other legal notice appearing in the Software or on any packaging or other media associated with the Software. Customer will require that its users and other recipients, if any so authorized by SmartCOP herein, agree to and acknowledge the provisions of this Section 10.11 in writing.

10.12   Complete Agreement. This Agreement, together with the Appendices, constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings, statements, warranties, representations, and agreements, oral and written, relating hereto. Any amendment hereof must be in writing and signed by both parties.

10.13   This Agreement may be executed by the parties hereto in multiple counterparts and shall be effective as of the date first above written, when each party shall have executed and delivered a counterpart hereof, whether or not the same counterpart is executed and delivered by each party. When so executed and delivered, each such counterpart shall be deemed an original and all such counterparts shall be deemed one and the same document. Transmission of images of signed signature pages by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed and delivered this Agreement as of the date first above written.

Licensor

By: _____

Printed Name: Steve Williams_____

Title: Executive Vice President_____

Date: 1/20/2026_____

Licensee

By: _____

Printed Name: _____

Title: _____

Date: _____

APPENDIX 1

PRODUCT SCHEDULE & PRICING

APPENDIX 2

SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of this _____ day of _____, 20__, by SmartCOP, Inc. ("Licensor"), with its principal place of business at 410 East Government Street, Pensacola, Florida 32502, and Bonifay Police Department ("Licensee"), with its principal address at 301 J. Harvey Etheridge Street, Bonifay, FL 32425.

WHEREAS, Licensor has the exclusive right to license the public safety software suite known as SmartCOP™, a comprehensive, integrated software product suite designed to provide Computer Aided Dispatch, Mobile Data Computer Systems, Record Management Systems, Jail Management Systems, and Administrative Programs.

WHEREAS, Licensor has agreed to provide Licensee a non-exclusive and non-transferable license to use and configure the following software modules listed in Product Schedule & Pricing (attached as Appendix 1) (collectively referred to hereafter as "Software Products").

WHEREAS, Licensee desires to acquire a non-exclusive and non-transferable license to use and configure to use the software modules listed in Product Schedule & Pricing (attached as Appendix 1) (collectively referred to hereafter as "Software Products"), subject to the terms and conditions set forth in this Agreement.

WHEREAS, Licensee has requested Licensor to provide maintenance and support services on the Software Products.

NOW, THEREFORE, Licensor and Licensee agree as follows:

1.0   **Maintenance and Support Services**. Licensor will provide software maintenance and support services ("Maintenance and Support Services") on the date the Software Product is installed (the "Start Date"), primarily via telephone, online reporting software, and electronic mail as set forth below. To enable Licensor to provide effective support, the Licensee will establish a FBI CJIS Policy approved remote access procedures compatible with Licensor's then current practices which may be revised over time.

Licensor agrees to provide Licensee Maintenance and Support Services consistent with the following:

Service Maintenance

Any deficiencies found by Licensee during its use of the Software Products will be reported to Licensor's technical support staff by Licensee. Licensor's technical support personnel are available twenty-four (24) hours a day, seven (7) days a week, 365 days per year, holidays included. Licensees use a toll free number to secure assistance: 1-800-374-0101.

Correcting Deficiencies

During the maintenance and support period, Licensor will be responsible for ensuring performance deficiencies are corrected. Licensor maintains sufficient technical help to support the ongoing operation of the system and to develop required enhancements.

When a call is received, the Licensor call taker will secure all information necessary to properly evaluate the caller's difficulty. Wherever possible, the call taker will work with the caller to resolve the issue immediately using Licensor's knowledge base of resolutions. When such resolution is not possible, the call taker will escalate the call to Level II support.

At Level II a lead engineer determines the severity of the call and assigns it to the appropriate engineer for resolution. When the call is completed, the engineer will notify the support desk of the solution and note the

solution in the knowledge base. The caller will be notified as to resolution and any instructions for correcting the problem.

New Service Versions

During the maintenance and support period, continual system review and recommendations for enhancements are supported. Licensee will make available updates to the Software Products that incorporate any new features or enhancements to the licensed Software Products made generally available to Licensor's other Licensees ("Updates") at no additional charge other than the payment of the Annual Maintenance Fee. Update releases will be distributed and installed remotely via a remote connection to minimize downtime. Release Notes accompanying each release will identify corrections and enhancements made in each software module and any installation instructions as warranted. Updates may require additional professional services to be performed by Licensor outside of the scope of those Maintenance and Support Services described herein, including additional training and the professional services for the installation and implementation of the Update that will be subject to Licensor's then-prevailing policies, terms and billable fees related to pricing and hourly rates.

Selection of New Functions (Enhancements)

Licensor welcomes all suggestions for enhancements from Licensee. All enhancements will be reviewed and those deemed beneficial to most users will be incorporated and included in the subsequent release of the software. Users will be notified via telephone or e-mail when a suggestion will be incorporated into a release and when to expect the release. In addition, enhancements will be identified in the Release Notes that accompany software updates.

Support Services:

Licensor's support staff is available via a toll-free number 24 hours a day, 7 days a week, 365 days a year for an immediate response. When a call is received, a Licensor call taker works with Licensee personnel to immediately resolve errors using Licensor's knowledge base of resolutions. When such resolution is not possible, the call is escalated.

The following outlines Licensor's support procedure:

Priority 1- Urgent/Emergency
- Issues that affect officer safety.
- Application introducing data corruption.
- Program will not start.
- Critical work cannot be completed to meet deadlines.

   Steps to Resolution

   1. A Licensee support technician will immediately contact the Licensee to acknowledge receipt of the issue, and to inform the Licensee of Licensor's plan to resolve the issue.
   2. Licensor personnel will begin resolving the issue while continuously updating the Licensee with the status of the issue.
   3. Engineering and support personnel are permanently assigned to assist until the problem is resolved.

Priority 2- High/Non-Emergency
- Software module/function is down/non-functional.

   Steps to Resolution

1. A Licensee support technician will immediately contact the Licensee to acknowledge receipt of the issue, and to inform the Licensee of Licensor's plan to resolve the issue.
2. Licensor personnel will begin to resolve the issue while continuously updating the Licensee with the status of the issue.
3. Engineering and support personnel are permanently assigned to assist until the problem is resolved.

Priority 3- Medium Priority
- Problem exists but critical systems are functional.
- Problem can be temporarily circumvented.
- Licensee states problem is not critical but would like a fix as soon as possible.
- Non-application related issues that have rendered the system inoperable.

Steps to Resolution

1. A Licensee support technician will immediately contact the Licensee to acknowledge receipt of the issue, and to inform the Licensee of Licensor's plan to resolve the issue.
2. Licensor personnel will begin to resolve the issue and will update the Licensee as to the status of the issue.
3. Engineering and support personnel are permanently assigned to assist until the problem is resolved.
4. Licensor personnel will inform the Licensee as to the delivery date for the software patch that will resolve the issue.

Priority 4- Minor Priority
- Minor problem with little or no impact on services.
- Licensee impact is minimal.
- Deferred maintenance is acceptable, and a schedule can be determined between support and the Licensee.
- Licensee states problem can be addressed at a later date.

Steps to Resolution

1. Licensor personnel will begin to resolve the issue and will update the Licensee as to the status of the issue.
2. Licensor personnel will inform the Licensee as to the delivery date of the software patch that will resolve the issue. All future status reports will be communicated to the Licensee via problem submission reports or direct Licensee inquiry via telephone or online TCN status query.

2.0   Fees. In consideration for the Maintenance and Support Services, Licensee shall pay the "Annual Maintenance Fee" as detailed in the Product Schedule & Pricing (attached as Appendix I). The Annual Maintenance Fee, subject to increase at Licensor's discretion, will be billed annually in advance beginning on the first use of the Software Product in a production environment ("Go-Live") and thereafter on the anniversary of the Start Date or on an alternative date mutually agreed to by both parties in accordance with Section 3 – Term. Licensee shall pay the then prevailing Annual Maintenance Fee in advance for each term of the Maintenance and Support Services under the Agreement. At the time of renewal, Licensor reserves the right to increase the annual fee. Licensor shall not refund any Annual Maintenance Fees if the Maintenance and Support Services under this Agreement are terminated. In addition to the Annual Maintenance Fee, Licensee shall reimburse Licensor for its direct expenses, should onsite assistance be requested by the Licensee or required to expedite resolution. Licensor may update its reimbursement policies from time to time, in which case such updated policies shall apply for purposes of the Maintenance and Support Services under this Agreement, provided that such updated reimbursement policies must generally apply to all clients of Licensor.

3.0   Term. Licensee agrees to subscribe to Annual Maintenance commencing upon the 1st of the month following

Go-Live ("Initial Annual Maintenance Term"). Licensee may cancel the next year's Annual Maintenance upon thirty (30) days prior written notice to Licensor. In the event such notice is not timely received, Licensor will automatically extend the Annual Maintenance for another one (1) year period ("Annual Renewal Maintenance Term"). Initial Annual Maintenance Term and Annual Renewal Maintenance Term collectively referred to herein as "Annual Maintenance Term."

If Licensee initially declines software maintenance or if maintenance for an item of Software is discontinued at Licensee's request, additional maintenance for these items is not available under this agreement. The re-instatement of maintenance and support services is subject to additional charges and fees.

If Licensee fails to make the Annual Maintenance Fee payments when due, or in the event Licensee materially breaches this Agreement and such breach is not cured within thirty (30) days of receipt of written notice of breach, Licensor may suspend or cancel the Maintenance and Support Services. The reinstatement of any cancelled Maintenance and Support Services is subject to additional charges and fees.

4.0   Licensee's Cooperation. If Licensee requests maintenance or support, Licensee shall cooperate with Licensor in all aspects of such service in order to facilitate Licensor providing electronic and onsite assistance to Licensee, including without limitation providing Licensor with information by telephone, documentation (if necessary), access to Licensee's computer system through high speed connectivity, and implementation (when feasible).

5.0   Exclusions and Modifications. Licensor shall have no obligation to perform maintenance or support services for: (1) third party equipment or software not installed by Licensor; (2) any equipment or Software Products for which maintenance has been performed by a third party not authorized by Licensor; (3) any equipment or Software Products that have been substantially altered, damaged or modified by someone other than Licensor or its subcontractors; (4) any equipment or Software Products which have been damaged as a result of Licensee's failure to operate them in accordance with the operating instructions of the manufacturer or software vendor; (5) failures due to force majeure or exposure to unusual physical or electrical stress; or (6) failure by Licensee to back up software and data contained in its system on a regular basis, but not less than once every day.

6.0   Limitations on Licensee Rights. Except as expressly authorized in writing, Licensee shall not:

    a.   Copy the Software Products;
    b.   Cause or permit reverse compilation or reverse assembly of all or any portion of the Software Products;
    c.   Distribute, rent, lease or transfer to any third party any portion of the Software Products; or
    d.   Export the Software Products in violation of U.S. Department of Commerce export administration regulations.

7.0   Ownership. Licensee acknowledges that the Software Products, and all remains the exclusive property of Licensor and its successors and assigns. Licensee acknowledges that it has no rights to nor interest in the Software Products other than as expressly granted herein. Licensee shall not remove any identification or notices affixed to the Software Products or their packaging. Additionally, no license, right or interest in any Licensor trademark, trade name, and service mark is granted to Licensee hereunder.

8.0   Licensee Obligations. Licensee shall protect Licensor's trade secrets and intellectual property, including without limitation the Software Products, with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which Licensee utilizes for Licensee's trade secrets and intellectual property it does not wish disclosed to the public.

9.0   Sublicensing and Assignment Prohibited. Without the prior written consent of Licensor, Licensee may not transfer, assign or sublicense its rights, duties or obligations under this Agreement to any person, company or entity, in whole or in part. Licensor may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. Licensor may perform any obligation pursuant to this Agreement using agents and subcontractors. The Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and permitted assigns.

10.0   Limitation of Liability. Licensor's total liability for damages related to this Maintenance and Support Agreement (whether based in contract, tort, negligence, strict liability or otherwise) shall in no event exceed the Annual Maintenance Fees paid by Licensee during the twelve (12) month period immediately previous to the event giving rise to the liability. This limitation of liability includes all claims for losses, damages and/or injuries arising in tort, contract, negligence, strict liability or otherwise, including claims, losses, injuries, or damages arising out of Licensor's negligence or gross negligence.

11.0   Interpretation. The validity and interpretation of this Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Florida, without regard to the Florida principles of conflicts of laws.

12.0   Severability. If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, the validity and enforceability of all of the remaining provisions hereof shall not be affected thereby.

13.0   Failure to Exercise Rights. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights nor shall the same be deemed to be a waiver of any subsequent breach.

14.0   Titles. The titles of the Articles and Sections hereof are for convenience only and do not in any way limit or amplify the terms and conditions of this Agreement.

15.0   Survival. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

16.0   Complete Agreement. This Agreement, together with the Appendices, constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings, statements, warranties, representations, and agreements, oral and written, relating hereto. Any amendment hereof must be in writing and signed by both parties.

17.0   This Agreement may be executed by the parties hereto in multiple counterparts and shall be effective as of the Effective Date, when each party shall have executed and delivered a counterpart hereof, whether or not the same counterpart is executed and delivered by each party. When so executed and delivered, each such counterpart shall be deemed an original and all such counterparts shall be deemed one and the same document. Transmission of images of signed signature pages by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed and delivered this Agreement as of the date first above written.

Licensor   **Licensee**

By: _____   By: _____

Printed Name: <u>Steven Williams</u>   Printed Name: _____

Title: <u>Executive Vice President</u>   Title: _____

Date: <u>1/20/2026</u>   Date: _____

January 19, 2026

Re: RMS and Mobile Software Solution

Chief Whitaker,

SmartCOP, a business unit of Harris Computer[1], is pleased to implement our premier software solution to the Bonifay, FL Police Department. The implementation will include RMS and Mobile Software Solutions.

SmartCOP engages in system development, implementation, and support services for a fully integrated solution of public safety software products. Our solution is a field-proven public safety system designed to respond to the demands of the Bonifay, FL Police Department.

We are proud to not only be a vendor who offers differentiated, value-added products, but also to be a partner in the truest sense.

Our main point of contact for purposes of this proposal is Christine Johnson Odom who is available at (478) 955-9823 to discuss any questions or contractual matters relating to this proposal. The undersigned, Steven Williams, has authority to bind SmartCOP, Inc. to any legal agreement negotiated with the Bonifay, FL Police Department.

We look forward to working in partnership with your agency to provide a state-of-the-art system that meets the public safety information needs of the County, while enhancing public safety.

Sincerely,

Steven Williams
Executive Vice President
E-mail: steven.williams@smartcop.com

[1]SmartCOP is a business unit of the Harris Operating Group of Constellation Software, Inc. N. Harris Computer Corp. is a member of the Harris Operating Group and is one of the legal entities that markets and distributes software products and services under the SmartCOP Software platform.

Products and Services

Based on business process meetings and information obtained by SmartCOP from the Bonifay, FL Police Department we are proposing the following products and services:

Project Management

SmartCOP will assign a dedicated Project Manager as the single point of contact for the duration of the implementation. The project manager leads the project and is empowered to make the necessary decisions to ensure successful implementation. We highly recommend your agency assign a point of contact who is knowledgeable in law enforcement as well as the agency's business rules and workflow. The agency's project manager is a key ingredient to the project's success.

Our years of experience and implementations in numerous, comparable agencies ensure your agency will receive the benefit of a proven design, thoroughly tested in real-life scenarios. The key to our solution is its' configurability. The design process is encompassed in two tasks common to each module: Business Process and Standard Operating Procedure (SOP) discussions and Validate Configuration.

During the Business Process and SOP Discussions, we work closely with your staff to identify current business rules, any processes or procedures you have identified for improvement, and together we will map your workflow to our system. This is an excellent opportunity for you to implement the best practices and improvements your team has identified.

Once the modules have been configured, you will have the opportunity to review, validate, and accept the configuration. Because your team has been involved in the up-front discussions, trained on the use of the configuration tools, and performed the validation, they will be thoroughly versed in the design as configured for your environment.

A detailed project plan will be provided and will include major milestones and related timelines for accomplishing each task. Additionally, a Statement of Work is provided.

Software Installation and Implementation

The SmartCOP software suite is a fully integrated solution. All third-party tools and/or interfaces to third party devices have been thoroughly vetted as part of our product development and testing process. Any new data exchanges (interfaces) will be created in collaboration with the appropriate third-party vendor and certified as *Accepted* by that vendor. The Implementation Plan defines these integration points and the timeline for interface installations.

SmartCOP provides comprehensive installation services for each of the product lines. We begin by providing recommended specifications for all servers, storage, communication, and peripheral devices needed for a successful implementation. Additionally, we can assist the IT staff with initial configuration and setup. This helps ensure not only the appropriateness of the host environment, but also that staff members have the knowledge required to support the infrastructure in the future. All software installation is completed by SmartCOP. We have seasoned professionals with a wealth of experience for installing, configuring, and tuning our products to perform to the agency's environment. We have developed implementation tools, proven over time, to help deliver our software solution to the agency. By means of both on-site (as needed) and remote installation, we can efficiently and reliably install and perform base configuration of each software module.

For each software module that a customer purchases, SmartCOP follows a five-phase approach as outlined below:

Phase	Major Activities That Occur
Initiation	The initiation phase includes project kickoff meeting, statement of work meetings and signoff and project plan finalization.
Preparation	Agency preparation which includes network preparation, purchasing, and installation of necessary hardware and third party software, and providing remote access to SmartCOP server. If applicable, data conversion process begins. Business process meetings occur between agency and SmartCOP.
Configuration	SmartCOP delivers databases and software applications. System is configured by agency with input and guidance from SmartCOP. If applicable, agency performs data validation on converted data.
Implementation	System administration training User Training GoLive!
Closure Phase	Customer signoff on all deliverables Project and financial closure Transition of project to SmartCOP technical support

Hardware / Hosting

Hosted Solution – SmartCOP will provide hosting with AWS GovCloud. Service will include database server as well as secured web services for all applications. Bonifay Police Department will work with SmartCOP to establish an IPsec tunnel to the AWS cloud environment and is responsible for providing internet connectivity with a minimum of 100mbps download and 20mbps upload speed for each desktop workstation, or as defined in SmartCOP Recommended Hardware Documentation. Hosting requirements and costs will be reviewed annually which may result in cost changes based on agency growth that would require additional hosting resources.

Software Deliverables

SmartRMS (site license)

- This is a site license and includes the following software modules:
  - Master Index (Persons, Vehicles, Business)
  - Case Management
  - Configurable Incident/Offense/Arrest Reporting
  - Trespass Warnings
  - Field Interview Report
  - Tow Receipt
  - Local & State Citations
  - Traffic Warnings
  - Consent to Search

- o Citizen Assists
- o Crash Reports
- o Evidence Management
- o NIBRS Reporting
- o Speed Device Log

SmartMCT Mobile Software

- MCT software
  - o 10 Windows
- SmartMAP (ESRI Based Mapping Solution)
  - o 10 Windows laptops/tablets
- Field Based Reporting Licensing for
  - o 10 Windows laptops/tablets

  Signal4 diagramming tool provided.

Administrative Module (site license)

- Employee Master (Personnel)
- Permissions
- Configuration Manager
- Analytics Package
- Notification Service

External Integration

- Citation transmittal to County Clerk
- E-Crash submittal to State
- State CIC/NCIC Communication Services
- State CIC/NCIC Parsing Driver License, Registrations

Professional Services

Data Migration

Records Management System	
Incidents/Cases/ Arrest Package	Incident Report & Arrest Report Data to include data elements for People, Vehicles, Property, Locations, Business, Narrative, Person Photo (mugshot or other image) or SMT photo, and attachments.
Evidence Management	Evidence/Property Information to include data elements for Property/Evidence descriptors, Chain of custody, Attachments

Training and Installation Services

Records Management Training
- 1 RMS classes; 6 hours each
- 6 hours Optional Components training
- 1 Supervisor class; 4 hours each
- Go Live Support; 8 hours

Mobile Training
- 2 MCT User Classes; 4 hours each
- 2 F1 Administrator class; 4 hours each
- 1 Administrator Class; 4 hours
- Go Live Support; 8 hours

Admin Training
- 1 Administrator class; 4 hours
- 1 User class: 4 hours
- 1 Analytics & Reporting class; 4 hours

GIS/Mapping configuration

GEO / location Validation Service

- Included:
  - Import agency provided GIS layers into MCT database to be stored as geographic data
- Not Included:
  - Creation or editing of GIS layers

Data Update Subscription
- Included:
  - Updates to the existing data delivered by SmartCop. This will require that the data provided to SmartCop for updating is in the same data format as provided to the client from the original delivery.
  - Updates two (2) times annual (providing annual maintenance agreement in place)
- Not Included (additional fee determined by the complexity of the updates requested):
  - Updates to the appearance of the Map Package.
    - Including but not limited to color schemes and creation of additional layers.
  - Changes to the format of the data provided that varies from the source data used to create the previous Map Package.
  - Conversion of Map Package between versions of the runtime content.

Maintenance and Support

- Support and Maintenance of the SmartCOP system provided to the agency immediately after installation. Annual software maintenance will be assessed annually, payable immediately following go live of system.

CJIS Security Adherence

- SmartCOP conforms to all FBI CJIS Security requirements for vendors and as such all employees that will interact with your agency's criminal justice information have had fingerprint background checks performed as well as security training conducted.

Software Updates

- Customers on active maintenance agreements are entitled to all software updates at no additional charge. SmartCOP regularly updates their software based on enhancement requests from customers and other factors such as new hardware technologies, new industry standards, etc. SmartCOP also makes software functionality changes that are necessary to keep their software compliant, where applicable, with new or changed Federal, State or Local requirements impacting the agency's ability to meet such requirements within the intended scope of the currently installed SmartCOP software.

Pricing

See Appendix 1 - SmartCOP Product Schedule & Pricing

Acceptance

The agency named below verifies that the terms of this Scope of Work is acceptable. The parties hereto are each acting with proper authority by their respective companies.

SmartCOP Inc.
_____
Company name

Steven Williams
_____
Full name

Executive Vice President
_____
Title

Steven J. Williams
_____
Signature

January 19, 2026
_____
Date

_____
Company name

_____
Full name

_____
Title

_____
Signature

_____
Date

Appendix 1
Product Schedule & Pricing
Summary Page

FL Bonifay Police RMS/MCT Quote

1/16/2026

Reference Number: **2601160922**

Software License			Purchase
Records Management System (SmartRMS)		$	23,450
Mobile (SmartMOBILE)		$	12,845
Administrative Support Modules (SmartADMIN)		$	9,050
		$	**45,345**
Sourcewell Discount	40%	**$**	**(18,138)**
SmartCOP Software License Total		$	**27,207**

Professional Services		Purchase
Project Management, Implementation & Training	$	30,783
	$	**55,327**
Professional Services Subtotal	$	**55,327**

Hosting/Hardware		Purchase
Hosting/Cloud	$	14,860

		Purchase
Total Purchase Price	**$**	**97,394**
Annual Maintenance	**$**	**9,976**

Payment Terms **Purchase**

Payment Terms			Purchase
Due on signing of contract	40%	$	*33,014*
Due on Installation	50%	$	*41,267*
Due on Completion of Training	10%	$	*8,253*
Hosting/Cloud Due on Installation		$	*14,860*
Annual Maintenance Due at Go Live		$	*9,976*

Maintenance/Subscription Period begins on installation

Maintenance/Subscription/Hosting Fees increase minimum 5% annually - Includes Product Releases, Upgrades, and 24/7/365 Phone Support

Maintenance Fees for Trancite Products increase 10% annually - Includes Product Releases, Upgrades

			Purchase
5 Year Totals	Year 2	$	26,077
	Year 3	$	27,381
	Year 4	$	28,750
	Year 5	$	30,188
		$	**219,766**

Records Management System (RMS)
Detailed Pricing

FL Bonifay Police RMS/MCT Quote

Number Sworn: 10

Training locations 1

Item Description	Part #	Unit	Qty.	List Price	Ext. Price
SmartRMS (Records Management System)					
Base Package (Tier 1)	RMS-T1	*Per Site*	1	$ 11,900	$ 11,900
Features List: Master Name, Master Business, Master Vehicle, Incident / Offense / Case Management, Arrest / Charge Reports, Field Interviews, Trespass Warnings, Consent to Search, Citizen Assist, State NIBRS					
Optional Components					
Traffic Module (Citation & Crash Reports)	RMS-TRF	*Per Site*	1	$ 3,465	$ 3,465
Evidence / Property Management Module	RMS-EVP	*Per Site*	1	$ 3,465	$ 3,465
Interfaces					
E-Crash Transmittal	RMS-ECR	*Per Destination*	1	$ 2,310	$ 2,310
E-Citation Transmittal	RMS-ECT	*Per Destination*	1	$ 2,310	$ 2,310
Software Total				**SUB TOTAL**	**$ 23,450**
Training & Installation					
Project Management	RMS-PM	*Package*			$ 2,814
User Training Sessions (Max Size 20)	RMS-TRT	*Per 6hr. Class*	1	$ 1,416	$ 1,416
Optional Component Training (Max Size 20)	RMS-TUSER	*Total Hours*	6		$ 1,416
Supervisor/Investigator Training (Max Size 10)(User Training Prerequisite)	RMS-TSUP	*Per 4hr. Class*	1	$ 944	$ 944
"Go Live" on-site support	RMS-TLIVE	*Per 8hr. Day*	1	$ 1,888	$ 1,888
Travel (Airfare)	T-TRVL	*Per Trip*	2	$ 950	$ 1,900
Lodging/Vehicle/Per Diem	T-DIEM	*Per Day*	3	$ 450	$ 1,350
Professional Services Total				**Subtotal**	**$ 11,728**
SmartRMS Total				**Total**	**$ 35,178**

Mobile Computer Terminal / Field Based Reporting
Detailed Pricing

FL Bonifay Police RMS/MCT Quote

Number Mobiles   10
Training locations   1

Item Description	Part #	Unit	Qty.	Users	List Price	Ext. Price
Mobile Computer Terminal (SmartMCT)						
Mobile AVL (No CAD)	MAVL-T1	*Per User/Unit*	10	10	$ 50	$ 500
State/NCIC Queries (requires NCIC Services)	MCIC-T1	*Per User/Unit*	10	10	$ 180	$ 1,800
Integrated NCIC queries for persons, vehicles, vessels, firearms, articles (requires NCIC Services), Text-to-Voice response read back						
Field Based Reporting (FBR)						
FBR Incident / Arrest / Field Contact / Activity Reporting	FBRI-T1	*Per User/Unit*	10	10	$ 180	$ 1,800
FBR Traffic Accident / Citation Reporting	FBRT-T1	*Per User/Unit*	10	10	$ 180	$ 1,800
SmartMAP	MMAP-T1	*Per Windows Dev*	10		$ 117	$ 1,170
ESRI Based Mapping Solution (Agency to provide map data)						
Optional Components						
Automatic Vehicle Location (AVL) Server (No CAD)	MOB-AVL	*Per Site*	1		$ 5,775	$ 5,775
Software Total					**SUB TOTAL** $	**12,845**
Training & Installation Services						
Project Management	MOBILE-PM	*Package*				$ 1,541
MCT User Training Sessions (Max Size 20)	MOBILE-TRN	*Per Class*	2			$ 944
FBR User Training Sessions (Max Size 20)	MOBILE-TRN	*Per Class*	2			$ 3,776
One on One Mobile Administrator Training	MOBILE-TSYS	*Per 4hr. Class*	1		$ 944	$ 944
"Go Live" on-site support	MOBILE-TLIVE	*Per 8hr.*	1		$ 1,888	$ 1,888
Travel (Airfare)	T-TRVL	*Per Flight*	1		$ 950	$ 950
Lodging/Vehicle/Per Diem	T-DIEM	*Per Day*	4		$ 450	$ 1,800
Professional Services Total					**Subtotal** $	**11,843**
SmartMCT Total					**Total** $	**24,688**

Administrative & Optional Modules
Detailed Pricing

FL Bonifay Police RMS/MCT Quote

				Number Employees:	15
				Number Sworn:	10
				Training locations	1

Item	Part #	Unit	Qty.	List Price	Ext. Price
SmartADMIN (Administrative Modules)					
Base Package (Tier 1)	ADM-T1	*Per Site*	1	$ 1,250	$ 1,250
Features List: Employee Manager, Permissions, Configuration Manager, Analytics & Reporting					
Optional Components					
State CIC/NCIC Services & In-State Parsing Driver License, Registrations	STATE-SW	*Per Site*	1	$ 7,800	$ 7,800
SmartWEB - Public Web Portal	ADM-WEB	Per Site	0	$ 2,450	Optional
Fleet / Issued Property Management Module	ADM-PRP	Per Site	0	$ 1,313	Optional
Training Management Module	ADM-TRN	Per Site	0	$ 1,313	Optional
SmartIR - Incident Reporting by Public	ADM-WEBIR	Per Site	0	$ 2,450	Optional
Software Total				**Subtotal** $	**9,050**
Administration Training & Installation Services					
Project Management	ADM-PM	*Package*			$ 1,086
ESRI/GIS Map Package Consultation	ESRI-UPG	*Per Site*	0	$ 4,095	$ -
User Classroom Sessions (Max Size 10)	ADM-TUSER	*Per 4hr. Class*	1	$ 944	$ 944
Analytics & Reporting Training (Max Size 10)	ADM-TUSER	*Per 4hr. Class*	1	$ 944	$ 944
One on One Admin Administrator Training	ADM-TSYS	*Per 4hr. Class*	1	$ 944	$ 944
Travel (Airfare)	T-TRVL	*Per Trip*	2	$ 950	$ 1,900
Lodging/Vehicle/Per Diem	T-DIEM	*Per Day*	1	$ 450	$ 450
Professional Services Total				**Subtotal** $	**6,268**
SmartADMIN Total				**Total** $	**15,318**

Data Migration / Conversion
Detailed Pricing

FL Bonifay Police RMS/MCT Quote

Module	Package includes	Quantity	Cost	Ext. Price
Records Management System				
Incidents/Cases/ Arrest Package	Incident Report & Arrest Report Data to include data elements for People, Vehicles, Property, Locations, Business, Narrative, Person Photo (mugshot or other image) or SMT photo, and attachments.	1	$ 17,464	$ 17,464
Evidence Management	Evidence/Property Information to include data elements for Property/Evidence descripters, Chain of custody, Attachments	1	$ 7,080	$ 7,080
Total Data Conversion				**$ 24,544**

SmartCOP

Hardware / Hosting
Detailed Pricing

FL Bonifay Police RMS/MCT Quote

Item Description	Part #	Unit	Qty.	List Price	Ext. Price
AWS Hosting					
Primary Instance		*Per Year*	1	$ 14,860	$ 14,860
Hosting SUBTOTAL				**SUB TOTAL**	**$ 14,860**
Installation Services					
Setup and Configuration	H-INST	*Per Hour*	4	$ 236	$ 944
				Subtotal	$ 944
Hardware and Services Total				**TOTAL**	**$ 15,804**