

## **CONTRACT**

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the County of Cuyahoga, Ohio (the "County") on behalf of the Department of Public Safety and Justice Services and iThirWare, Inc., a Corporation with principal office located at 4345 Lindbergh Dr., Addison Texas, 75001 (the "Provider").

### **WITNESSETH THAT:**

**WHEREAS** the COUNTY and PROVIDER enter into a contract in order to carry out the proposed plan set forth in this contract during the period of December 1, 2012 through and including December 31, 2013, or as adjusted by approved formal request.

The PROVIDER will provide the COUNTY with an annual license for the iWatch system and maintenance related to the FY10 and FY11 Law Enforcement State Homeland Security Grant (LE-SHSP) funds administered by Cuyahoga County through the Public Safety Grants (PSG) division of the Cuyahoga County Department of Public Safety and Justice Services. Due to LE-SHSP grant requirements, the procurement of the license is to occur by February 28, 2013. Additionally, the PROVIDER will provide the COUNTY with maintenance services from January 1, 2013 through December 31, 2013.

The iWatch system is necessary to provide the Northeast Ohio Regional Fusion Center the capability to receive and analyze mobile crime tips to present a complete threat picture facing Cuyahoga County and Ohio Homeland Security Region 2.

**NOW THEREFORE**, the parties hereby agree as follows:

### **I. SCOPE OF SERVICES**

The PROVIDER shall provide all equipment and services necessary to install the iWatch system and licenses as well as provide maintenance as set forth in the attached Statement of Work (Attachment I).

## **II. COMPENSATION-METHOD OF PAYMENT**

The COUNTY shall reimburse the PROVIDER for allowable expenses incurred in providing the above services, utilizing FY10 and FY11 LE-SHSP funds per Attachment II. Payment shall be made by the COUNTY to the PROVIDER based upon successful completion of the above-mentioned Statement of Work. Payment shall be made within thirty (30) days following the receipt of detailed, documented invoice of services from the PROVIDER. **Compensation shall not exceed Twenty-Three Thousand Two-Hundred Dollars and 0 Cents (\$23,200.00).**

The COUNTY may withhold reimbursements, if the PROVIDER is determined to be in non-compliance status with Federal, State and/or COUNTY requirements, regulations and conditions and written notification of this non-compliance is submitted to the PROVIDER.

## **III. AVAILABILITY**

None of the work or services covered by this contract shall be subcontracted without prior written approval of the COUNTY.

## **IV. TERM**

This Contract will enter into effect as of **December 1, 2012**, and unless sooner terminated for cause, will terminate on **December 31, 2013**, unless otherwise extended and approved in writing by the COUNTY.

## **V. TERMINATION**

This Contract shall terminate on the date stated in Section IV above. The COUNTY reserves the right to reduce or cancel this contract thirty (30) days after providing written notification if funding related to this contract is reduced.

## **VI. MODIFICATIONS**

By mutual consent of the COUNTY and the PROVIDER, this Contract may be modified whenever such modifications are deemed necessary. Any such modification to this Contract shall be reduced to writing and signed by both parties.

## **VII. NOTICES**

Any reports, notices, invoices or communications required in this Contract shall be sufficient if sent by the parties in the United States Mail, postage paid, to the addresses noted below:

### **COUNTY:**

Paula Young, Manager  
Cuyahoga County Det. of Public Safety and Justice Services  
310 W. Lakeside Avenue, Suite 300  
Cleveland, Ohio 44113  
Telephone: (216) 698-2701

### **AGENCY:**

Dan Elliott  
ItthinQware, Inc.  
4345 Lindbergh Dr.  
Addison, Texas 75001  
Telephone: (469) 759-0998

or at such other addresses as may be designated by written notice.

## **VIII. NON-DISCRIMINATION**

The PROVIDER agrees to provide the program services without discrimination on account of race, sex, color, religion, national origin, age, occupation, physical or mental disability or veteran status, to the extent required by law. The parties agree that discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national

origin, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations, are incorporated herein to the extent binding upon the PROVIDER.

**IX. COUNTY OF CUYAHOGA, OHIO HELD HARMLESS**

The PROVIDER agrees to indemnify and hold harmless and defend Cuyahoga County elected officials, and all other persons or organizations cooperating in the conducts of the program, and their employees, agents, and officers (each of which persons and organizations is hereinafter called an "indemnity") from and against any and all claims, loss, damages, liability, costs, expense, judgment or obligation whatsoever, for or in connection with injury (including death) or damage to any person or property resulting from, or in any way connected with the performance or failure to perform obligations hereunder by the PROVIDER, and applies without limitation to injury or damage to third parties and Cuyahoga County and its respective property.

**X. COMPLIANCE WITH THE LAW**

The PROVIDER agrees to provide the services in compliance with all applicable Federal, State and County laws, rules, regulations and ordinances.

**XI. ENTIRE CONTRACT**

This Contract constitutes the full and complete expression of the Contract between the parties and supersedes any prior contemporaneous oral or written Contracts.

This Contract shall not be amended, except by a written instrument signed by both parties.

**XII. ELECTRONIC CONTRACT**

By entering into this Contract I agree on behalf of the contracting or submitting business entity, its officers, employees subcontractors, sub grantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all

documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the county to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons, to be bound by the provisions of chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the COUNTY and the PROVIDER have executed and delivered this Contract as of the date first written above.

COUNTY OF CUYAHOGA, OHIO Edward FitzGerald, County Executive

*Ed FitzGerald / ok*

BY: 2013-02-01 11:38:38

Edward FitzGerald, County Executive

IthinQare, , Inc.

BY: *[Signature]* PLEASE DON'T

# iWatch Application/iThinQware Statement of Work

Effective Date 1 December 2012

BETWEEN Northeast Ohio Regional Fusion Center  
Located at 1300 Ontario Street, 9th Floor  
Cleveland, OH 44113

AND iThinQware, Inc.  
Located at 4345 Lindbergh Dr.  
Addison, TX 75001  
469.759.0998

## Summary

iThinQware, Inc. desires to perform, and Northeast Ohio Regional Fusion Center desires to have iThinQware, Inc. perform, development consulting services as an independent Contractor to Northeast Ohio Regional Fusion Center (heretofore known as "Licensee"). iThinQware, Inc., will integrate the Citizens Crime Tipping application for the Licensee known as iWatch Cleveland (current working name) described in detail in DHS112012dp01 attached to this Agreement (the "Functional Requirements"). Licensee and iThinQware, Inc. agree as follows:

## Definitions

**Confidential Information.** Information and materials from iThinQware, Inc., and knowledge about the business, products, programming techniques, experimental work, customers, and intellectual property are confidential and that all such knowledge, information and materials acquired, the existence, terms and conditions of this Agreement, and the Designs and Materials, are and will be the trade secrets and confidential and proprietary information of iThinQware, Inc.. Confidential Information will not include, however, any information which is or becomes part of the public domain through no fault of iThinQware, Inc. or that Northeast Ohio Regional Fusion Center regularly gives to third parties without restriction on use or disclosure.

**Designs & Materials** shall mean all designs, discoveries, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, information, correspondence and materials made, conceived or developed by iThinQware, Inc. alone or with others which result from or relate to the Services.

**Moral Rights** means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country in the world, or under any treaty.

## 1. Services

**1.1 Performance.** iThinQware, Inc. agrees to use its best efforts to perform the development consulting services (the "Services") described in detail in Exhibit A, Functional Requirements: DHS112012dp01 and Exhibit B, DHS112012dp02 to this Agreement (the "Software Maintenance & Updates Agreement") prior to the completion dates specified in Exhibit C (the "Estimated Completion Date").

**1.2 Payment.** As sole compensation for the performance of the Services, Northeast Ohio Regional

Fusion Center will pay iThinQware, Inc. an annual software license fee of \$17500, billed annually in advance for a period of 12 months, to use the software with functions stated in Exhibit A. Support services, maintenance and hosting of the iWatchCleveland Citizens Crime Tipping application will be charged as stated in Exhibit B, at a monthly rate of \$475, billed annually in advance, for a period of 12 months. Any expenses incurred by iThinQware, Inc. in performing the Services will be the sole responsibility of iThinQware, Inc. Software tools to be used during the development effort will be provided to iThinQware, Inc. by Northeast Ohio Regional Fusion Center (see Tools to be provided to iThinQware, Inc. in Exhibit A). iThinQware, Inc. will invoice Northeast Ohio Regional Fusion Center upon performing the designated Services. Northeast Ohio Regional Fusion Center will pay each such invoice no later than thirty (30) days after its receipt. Northeast Ohio Regional Fusion Center will receive no royalty or other remuneration on the use of products developed for the Northeast Ohio Regional Fusion Center or by iThinQware, Inc. in connection with or based upon the Services.

## 2. Relationship of Parties

2.1 Independent Contractor. iThinQware, Inc. is an independent Contractor and is not an agent or employee of, and has no authority to bind, Northeast Ohio Regional Fusion Center by contract or otherwise. iThinQware, Inc. will perform the Services under the general direction of Northeast Ohio Regional Fusion Center, but iThinQware, Inc. will determine, in iThinQware, Inc.'s sole discretion, the manner and means by which the Services are accomplished, subject to the requirement that iThinQware, Inc. shall at all times comply with applicable law. Northeast Ohio Regional Fusion Center has no right or authority to control the manner or means by which the Services are accomplished.

## 3. Property of Northeast Ohio Regional Fusion Center

### 3.1 Assignment of Ownership. iThinQware Software License:

The enclosed computer program(s) ("Software") is licensed, not sold, to Northeast Ohio Regional Fusion Center by iThinQware, Inc. for use only under the terms of this license, and iThinQware, Inc. reserves any rights not expressly granted to Northeast Ohio Regional Fusion Center. Northeast Ohio Regional Fusion Center owns the media on which the Software is recorded or fixed, but iThinQware, Inc. retains ownership of the Software itself.

#### 1. License.

(a) Use one copy of the Software on a single server at a time. To "use" the Software means that the Software is either loaded in the temporary memory (i.e., RAM) of a computer or installed on the permanent memory of a computer (i.e., hard disk, CD ROM, etc.), an additional license is not needed for the one copy of Software installed on the common storage device accessed by multiple computers/servers.

(b) Make one copy of the Software in machine readable form solely for backup purposes. As an express condition of this License, Northeast Ohio Regional Fusion Center must reproduce on each copy any copyright notice or other proprietary notice that is on the original copy supplied by iThinQware, Inc.

(c) The licensing agreement is for the original purchaser and is non-transferable.

(d) The software may be modified, updated, enhanced, diminished, edited, appended or ported to new, older, different, altered, modified or otherwise changed system(s) as may be necessary to continued use/service by the software at any time for any reason.

(e) iWatch is the exclusive property of iThinQware, and the use of iWatch is restricted to authorized licensees of the iWatch software. As such, iWatch is neither sold nor licensed for use in any branding or messaging of software or law enforcement applications without the express written consent of iThinQware.

#### 2. Restrictions.



The Software contains trade secrets in its human perceivable form and, to protect them, you may not RENT, LEASE, LOAN OR CREATE DERIVATIVE WORKS BASED UPON THE SOFTWARE OR ANY PART THEREOF.

### 3. Termination.

This License is effective for the stated contract period and is in effect upon purchase of the Software by the Licensee.

### 4. Export Law Assurances.

You agree that neither the Software nor any direct product thereof is being or will be shipped, transferred or re-exported, directly or indirectly, into any country prohibited by the United States Export Administration Act and the regulations thereunder or will be used for any purpose prohibited by the Act.

### 5. Limited Warranty.

IThinQware, Inc. warrants for a period of ninety (90) days from the date of signature that the software will be free from defects in materials and workmanship under normal use, and (ii) the Software as provided by IThinQware, Inc. will substantially conform to IThinQware, Inc.'s published specifications for the Software. IThinQware, Inc.'s entire liability and your sole and exclusive remedy for any breach of the foregoing limited warranty will be, at IThinQware, Inc.'s option, replacement of the disk(s), refund of the purchase price or repair or replacement of the Software.

### 4. Protection of Confidential Information

Northeast Ohio Regional Fusion Center acknowledges that IThinQware, Inc. will acquire Confidential Information. iThinQware, Inc. agrees to hold all such Confidential Information in strict confidence, not to disclose it to others or use it in any way, commercially or otherwise, except in performing the Services, to disclose it to iThinQware, Inc.' employees only on a need-to-know basis and only to employees who have signed the Confidentiality Agreement, and not to allow any unauthorized person access to it, either before or after expiration or termination of this Agreement. iThinQware, Inc. further agrees to take all action reasonably necessary and satisfactory to protect the confidentiality of the Confidential Information including, without limitation, implementing and enforcing operating procedures to minimize the possibility of unauthorized use or copying of the Confidential Information.

### 5. Indemnification by Developer

iThinQware, Inc. will indemnify Northeast Ohio Regional Fusion Center and hold it harmless from and against all claims, damages, losses and expenses, including court costs and reasonable fees and expenses of attorneys, expert witnesses and other professionals, arising out of or resulting from, and, at Northeast Ohio Regional Fusion Center's option, iThinQware, Inc. will defend Northeast Ohio Regional Fusion Center against:

5.1 Any action by a third party against Northeast Ohio Regional Fusion Center that is based on any claim that any Services performed under this Agreement, or their results, infringe a patent, copyright or other proprietary right or violate a trade secret; and

5.2 Any action by a third party against Northeast Ohio Regional Fusion Center that is based on any negligent act or omission or willful conduct of iThinQware, Inc. or employees of iThinQware, Inc. and which results in:

- (i) any bodily injury, sickness, disease or death;
- (ii) any injury or destruction to tangible or intangible property (including computer programs and data) or any loss of use resulting therefrom; or
- (iii) any violation of any statute, ordinance, or regulation.

### 6. Expiration & Termination

6.1 Breach. Either party may terminate this Agreement in the event of a breach by the other party of this Agreement if such breach continues uncured for a period of ten (10) days after written notice.

6.2 Expiration. Unless terminated earlier, this Agreement will expire on the last day of the contract period.

## 7. Effect of Expiration or Termination

Upon the expiration or termination of this Agreement for any reason:

7.1 Each party will be released from all obligations to the other arising after the date of expiration or termination, except that expiration or termination of this Agreement will not relieve iThinQware, Inc. of its obligations under Sections 2, 3, 4, 5, 8, 9 and 10, nor will expiration or termination relieve iThinQware, Inc. or Northeast Ohio Regional Fusion Center from any liability arising from any breach of this Agreement; and

7.2 iThinQware, Inc. will promptly notify Northeast Ohio Regional Fusion Center of all Confidential Information, including but not limited to the Designs and Materials, in iThinQware, Inc.'s possession and, in accordance with Northeast Ohio Regional Fusion Center's instructions, will promptly deliver to Northeast Ohio Regional Fusion Center all such Confidential Information.

7.3 In the event iThinQware, Inc. is unable to complete initiated work as described in the milestone schedule, all completed milestones will be the property of Northeast Ohio Regional Fusion Center.

## 8. Limitation of Liability

IN NO EVENT SHALL Northeast Ohio Regional Fusion Center BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE COMPANY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

## 9. Covenants

9.1 Pre-existing Obligations. iThinQware, Inc. represents and warrants that iThinQware, Inc. is not under any pre-existing obligation inconsistent with the provisions of this Agreement.

## 10. General Provisions

10.1 Independent Contractors. The relationship between both parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to give either party the power to direct and control the day-to-day activities of the other. Neither party is an agent, representative or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such relationship upon either party.

10.2 Publicity. Neither party will make any public announcement or issue any press release concerning the terms of this Agreement without the prior approval of both parties.

10.3 Governing Law & Jurisdiction. This agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Texas, without reference to conflict of law principles. The parties hereby expressly consent to the jurisdiction and venue of the federal and state courts within the state of Texas. Each party hereby irrevocably consents to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such party at its address set forth in the preamble of this Agreement, such service to become effective thirty (30) days after such mailing.

10.4 Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire Agreement between both parties concerning this transaction, and replaces all previous communications, representations, understandings, and Agreements, whether verbal or written between the parties to this Agreement or their representatives. No representations or statements of any kind made by either party, which are not expressly stated in this Agreement, shall be binding on such parties.

10.5 All Amendments in Writing. No waiver, amendment or modification of any provisions of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom such waiver, amendment or modification is sought to be enforced. Furthermore, no provisions in either party's purchase orders or in any other business forms employed by either party will supersede the terms and conditions of this Agreement.

10.6 Notices. Any notice required or permitted by this Agreement shall be deemed given if sent by registered mail, postage prepaid with return receipt requested, addressed to the other party at the address set forth in the preamble of this Agreement or at such other address for which such party gives notice hereunder. Delivery shall be deemed effective three (3) days after deposit with postal authorities.

#### Understood, Agreed & Approved

We have carefully reviewed this contract and agree to and accept all of its terms and conditions. We are executing this Agreement as of the Effective Date above.

Northeast Ohio Regional Fusion Center:

iThinQware, Inc.

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

See attached: DHS112012dp01

Exhibit A

See attached: DHS112012dp02

Exhibit B

See below: Estimated Completion Date

Exhibit C

Start Date: ASAP

#### Exhibit C

##### Estimated Completion Date

60 days from Receipt of Purchase Order by iThinQware, Inc.

##### Primary Contact

For questions of clarity and continuity throughout the project, iThinQware, Inc.'s primary point of contact will be Dan Elliott, Product Manager available at 469.759.0998 / [delliott@ithinqware.net](mailto:delliott@ithinqware.net)

#### Tools to be provided by Licensee to iThinQware, Inc.

- Form content and db schema for configuration of iWatch system
- Form content and db schema for configuration of web based submittal system
- Terms and conditions for End User Agreement
- Badge graphic and related Northeast Ohio Regional Fusion Center brand messaging
- Welcome Video for inclusion to app

#### Milestone Schedule

iThinQware, Inc. will provide the installers to Licensee in a timely manner as defined in the milestone schedule below.

Deliverables	Date Due
▪ Purchase Order Delivered to iThinQware, Inc. by Licensee	
▪ Mobile App Design Samples delivered to Licensee by iThinQware, Inc.	14 days following
▪ Alpha versions of apps for review to by iThinQware, Inc.	30 days following
▪ Setup and deploy iWatchDashboard to manage tips to Licensee by iThinQware, Inc.	45 days following
▪ Brochures for use by NPO and Public Safety by iThinQware, Inc.	30 days following
▪ Final versions of iWatch and Mobile to Licensee	60 days following
▪ Staff Training of System Use: One Day Following Final Install	

## Software Maintenance & Updates Agreement

This Agreement ("Agreement") is made and entered into and effective this 1<sup>st</sup> day of December 2012 by and between ITHINQWARE, Inc., having its principal place of business at 4345 Lindbergh Dr., Addison, TX 75001, USA ("ITHINQWARE") and Northeast Ohio Regional Fusion Center, having its principal place of business at 1300 Ontario Street, 9th Floor, Cleveland, OH, 44113 ("Client").

WHEREAS, ITHINQWARE has provided to Client certain software as specified in Exhibit A of this Agreement ("Covered Software") pursuant to a software license agreement between the parties (the "License Agreement"); and WHEREAS, Client wishes to have ITHINQWARE provide maintenance and support services pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, the parties agree as follows:

### 1. Incorporation of Documents

The following documents are attached hereto and, by this reference, incorporated in this Agreement:

- Exhibit A Covered Sites, Software and Configuration
- Exhibit B Authorized Client Contacts
- Exhibit C Services and Fees

### 2. Coverage

During the term of this Agreement, ITHINQWARE agrees to provide maintenance and support services for the Covered Software operating at the site(s) and on the hardware configurations listed in Exhibit A ("Covered Sites, Software and Configuration"). Unless specifically listed in Exhibit A—Section B ("Covered Software"), this agreement does not include hardware, vendor operating systems and other system software, Client-developed software, and third-party software (except any third party software embedded in the Covered Software).

### 3. Description of Maintenance Services

#### 3.1. Support Services

During the term of this Agreement, ITHINQWARE will provide the services described herein so as to maintain the Covered Software in good working order, keeping it free from material defects so that the Covered Software shall function properly and in accordance with the accepted level of performance as set forth in the License Agreement.

##### 3.1.1. Service Response

ITHINQWARE will make available to Client a telephone number (the "Support Center HOTLINE") for Client to call requesting service of the Covered Software. The Support Center HOTLINE operates during business hours, 9:00 a.m. to 5:00 p.m. CST, Monday through Friday, excluding legal holidays. Extended coverage is available for an additional fee. The HOTLINE can also be used to notify ITHINQWARE of

problems associated with the Covered Software and related documentation. The support number is: 469.759.0998, and may also be found online at <http://www.ithinqware.org/support>.

### 3.2. Maintenance Services

During the term of this Agreement, ITHINQWARE will maintain the Covered Software by providing software updates and enhancements to Client as the same are offered by ITHINQWARE to its licensees of the Covered Software under maintenance generally ("Updates"). All software updates and enhancements provided to Client by ITHINQWARE pursuant to the terms of this Agreement shall be subject to the terms and conditions of the License Agreement between the parties. Updates will be provided on an as-available basis and include the items listed below:

1. Bug fixes;
2. Enhancements to market data service software provided by ITHINQWARE to keep current with changes in market data services or as ITHINQWARE makes enhancements;
3. Enhancements to keep current with the current hardware vendor's OS releases, on desktop and mobile devices as required by the Vendor License held by ITHINQWARE with APPLE computer and ANDROID Platform as available from ITHINQWARE, provided that the current hardware vendor's OS release is both binary and source-compatible with the OS release currently supported by ITHINQWARE;
4. Performance enhancements to Covered Software;
5. Maintenance includes updates for new devices and related system enhancements. It will not include new modules, or new software applications developed as separate products. These options will provide for a forward migration to new technologies as developed, and for those technologies to be used in the function of the application. These options may include new technologies that the Licensee chooses to develop, or enhance as options at the discretion of the Licensee. At that time, and at the client request, those new technologies will be reviewed as possible additions to the core application. Without knowledge of those technologies or knowledge of the needs the Licensee may desire, it is not possible to make a determination of the viability of these options or the expense, if any, these options may produce.

#### Updates do not include:

1. Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms; and (b) New functions such as (i) new functionality in the iWatch Application or market data delivery infrastructure; (ii) New reporting applications; (iii) new mobile devices/applications; and (iv) new reporting and management tools.

#### 3.2.1. Services Not Included

Maintenance Services do not include any of the following: (1) custom programming services; (2) on-site support, including installation of hardware or software; (3) support of any software not Covered Software; (4) training; (5) out-of-pocket and reasonable expenses, including hardware and related supplies; or (6) any other activity set forth in Articles IV through VI of this Agreement.

### 3.3. Access

Software Maintenance is conditioned upon provision by Client to ITHINQWARE of reasonable appropriate access to the system(s) running the Covered Software, including, but not limited to passwords, system data, file transfer capabilities, and remote log-in-capabilities. ITHINQWARE will maintain security of the system and use such access only for the purposes of this Agreement and will comply with Client's standard security procedures. Information accessed by ITHINQWARE agents or employees as a result of accessing Client's system shall be deemed confidential information pursuant to the terms of the Software License Agreement executed concurrently between the parties hereto. Client shall also use commercially reasonable efforts to provide an active voice telephone line at each site which is available continuously when required for support access.

### 4. Payment

- A. Maintenance fees will be invoiced in advance of services and will be billed in 12-month increments.
- B. All invoices shall be due and payable within thirty (30) days of the date of the invoice. A late fee of \$30 per billing period will applied to any invoice that is not paid within the terms set forth in the agreement. All past due balances are subject to interest charges of 1.5% per month or the lawful prevailing rate, whichever is lower. Such charges shall apply from the date Client is notified that the amount is past due.

### 5. Exclusion of Liability

ITHINQWARE MAKES AND CLIENT RECEIVES NO WARRANTY EXPRESS OR IMPLIED AND THERE IS EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT ACKNOWLEDGES AND AGREES THAT THE MAINTENANCE FEES AND OTHER CHARGES WHICH ITHINQWARE IS CHARGING UNDER THIS AGREEMENT DO NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY ITHINQWARE OF THE RISK OF CLIENT'S CONSEQUENTIAL OR INCIDENTAL DAMAGES OR OF UNLIMITED DIRECT DAMAGES. ACCORDINGLY, ITHINQWARE SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT, IN NO EVENT SHALL ITHINQWARE BE LIABLE HEREUNDER TO CLIENT FOR CUMULATIVE DIRECT DAMAGES IN ANY AMOUNT GREATER THAN THAT PAID BY CLIENT TO ITHINQWARE UNDER THIS AGREEMENT AS A MAINTENANCE FEE FOR THE THIRTY (30) DAY PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF THE CAUSE OF ACTION.

### 6. Taxes

Client shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, national, state, or otherwise, however designated, which are levied or imposed by reason of transactions contemplated by this Agreement, except those which arise as a result of income, including withholding taxes or similar deductions. Without limiting the foregoing, Client shall promptly pay to ITHINQWARE an amount equal to any such items actually paid, or required to be collected or paid by ITHINQWARE.

## 7. General

A. Each party acknowledges that it is bound by the terms of this Agreement and further agrees that it is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other Agreement with respect to software maintenance, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by a written instrument duly executed by both parties.

B. This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas as applied to transactions to be carried out wholly within Texas by Texas residents. Any and all proceedings relating to the subject matter hereof shall be maintained in the state or federal courts of Dallas County, Texas, which courts shall have exclusive jurisdiction for such purpose. Each of the parties waives any objection to venue or in personam jurisdiction, provided that service is effective.

C. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

D. Neither party may assign, without the prior written consent of the other, its rights, duties or obligations under this Agreement to any other person or entity, in whole or in part.

E. The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

F. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns. Neither party may assign this Agreement and/or any of its rights and/or obligations hereunder without the prior written consent of the other party and any such attempted assignment shall be void, except that either party may assign this Agreement and/or any of its rights and/or obligations hereunder, upon written notice to the other party to another entity in the event of that party's merger or consolidation with another entity, without the consent of the other party, provided that the assignee is capable of fulfilling and intends to fulfill the obligations of the assigning party under this Agreement. Notwithstanding the foregoing, Client may assign this agreement to any Instinct company in the business of fixed income and equities brokerage without the consent of ITHINQWARE, provided that the assignee is capable of fulfilling and intends to fulfill the obligations of Client under this Agreement. Each party may terminate this Agreement in case there is a change of control of the other party, but shall not be entitled to any refund whatsoever and all amounts owing shall be immediately paid.

## 8. Term and Termination

The term of this Agreement shall be for one (1) year. The software license shall commence upon the date of signature set forth in the License Agreement and shall remain in effect for the original one-year (1-year) term. Thereafter, the software license shall be subject to renewal terms on a year-to-year basis.

## 9. Approvals

IN WITNESS WHEREOF, each party has caused a counterpart of the original of this Agreement to be executed as of the date first written above by its duly authorized representative.

CLIENT

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

ITHINQWARE INC.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_



Software Maintenance & Updates Agreement  
DHS120112dp02  
ITHINQWARE, INC.  
December 17, 2012

Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Exhibit A: Covered Sites, Software and Configuration

- A. **Covered Sites.** This Agreement covers the following Client site(s) iWatchCleveland and subsequent subdomains that may be created or developed as a course of operations.
- B. **Covered Software.** This Agreement covers the following software components at each site listed in Exhibit A, Section A:
- iWatch Mobile Applications – (PC browser based, iphone based, android phone based and blackberry based apps)
- C. **Covered Configuration.** This Agreement covers the following configuration: 1 (one) workstation licenses of Covered Software purchased by Client and installed on authorized register workstations.
- D. **Update Distribution Point.** Updates to software and documentation shall be distributed as per the terms of the Agreement to the following Client distribution point:

Address: Northeast Ohio Regional Fusion Center  
1300 Ontario Street, 9th Floor  
Cleveland OH 44113

Contact: System Administrator, or Assigned authorized users in the direct report of the following individual(s): William Schenkelberg, Director

## Exhibit B: Authorized Client Contacts

For purposes of this Agreement, the following individuals shall be designated per site as the authorized Client support contacts:

SITE #1 at: Northeast Ohio Regional Fusion Center  
1300 Ontario Street, 9th Floor  
Cleveland OH 44113

	Name	Title	Phone #
Contact:	_____	_____	_____
Contact:	_____	_____	_____

SITE #2 at \_\_\_\_\_:

	Name	Title	Phone #
Contact:	_____	_____	_____
Contact:	_____	_____	_____

## Exhibit C: Services and Fees

- A. **Maintenance Fee:** Maintenance Services for the applications and configuration listed in Exhibit A will be provided for a fee of \$475 per month for twelve (12) months of support as defined in this Agreement. This fee will be adjusted at each anniversary date of this Agreement to the then current pricing. Should additional software be licensed and installed at the Covered Site(s), the fee will be adjusted to reflect the additional software.

**Jerry Mullins - Re: updated iWatch contracts**

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**From:** Lynette Elliott <lelliott@ithinqware.net>  
**To:** Jerry Mullins <jmullins@cuyahogacounty.us>  
**Date:** 12/4/2012 11:25 AM  
**Subject:** Re: updated iWatch contracts  
**CC:** <lelliott@ithinqware.net>, <wschenkelberg@city.cleveland.oh.us>  
**Attachments:** dhs112012dp02\_updated.doc

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Hi Jerry! Attached please find an updated version of the Software Maintenance Agreement--we've made changes to section 3.2 that hopefully clarify what is covered and what isn't. In short, it says that as technology moves forward and we continue to develop the apps to comply with our vendor licenses, we will support the newer technologies that are required to run those apps and/or the iWatch dashboard. The assumption is that if updated platforms or hardware are available and/or required to run updated versions of the apps or the dashboard, the department would forward migrate and those new systems would be supported (for instance, to Windows 8). It is also assumed that there will be no lateral or backward migration, meaning if the department decided to go back to Windows 3.5 and IE 6.0, we couldn't provide maintenance and support it because those platforms are obsolete, no longer supported by their own vendors, and do not comply with the hardware requirements for the apps.

It also says that we cannot predict what will come about in the future, and that if the department wants something new developed, we'll scope it and estimate the project at the time of request.

We have retained the same document reference number and contract date (I've added "\_updated" to the filename so you can identify this new version in your files).

If your team feels other changes are necessary, please make them and we'll be happy to review them. In the meantime, this language should be more in line with expectations.

Lynette Elliott

On 11/28/2012 10:27 AM, Jerry Mullins wrote:

Dan/Lynette,

The contract was conditionally approved at the technical advisory level this morning. I will send a later e-mail detailing what is next and what I will need to proceed. However, I have been asked by the Committee to clarify a concern they have.

In section 3.2 of Software Maintenance & Updates Agreement (Maintenance Services) the Committee was concerned with language there that indicated to some of the members that if the Fusion Center upgraded to version 8 of Windows (as an example) they would not receive maintenance. They felt that provision could be worded better to conform to industry standards or eliminated or that we should include a Product Road Map of upcoming releases to allay concerns that any upgrade in the Fusion Center would not jeopardize maintenance on this product.

This is beyond me in terms of technology, but I am hoping you will understand their

concern and can address it. If not, please let me know and I will work with the technology folks here to get some further guidance. Bill and I were both at the meeting so I've cc'd him here as well.

Thanks!

Jerry M. Mullins  
Program Officer 4  
Cuyahoga County Public Safety & Justice Services, Grants & Training  
310 W. Lakeside Ave., Suite 750  
Cleveland, Oh 44113  
Phone: 216.698.6462  
Fax: 216.443.5656  
Mobile: 216.659.7370  
E-mail: [jmullins@cuyahogacounty.us](mailto:jmullins@cuyahogacounty.us)

>>> <[delliott@ithingware.net](mailto:delliott@ithingware.net)> 11/27/2012 11:04 AM >>>

You "Quack me up".

No problem

Dan

Thanks so much! I apologize for being a pain, but I don't want to see any more delays in this so I want to make sure all of the ducks are in a row.

>>> <[delliott@ithingware.net](mailto:delliott@ithingware.net)> 11/27/2012 10:17 AM >>>

There are only two invoices, we have 4 systems, and the NEORFC is buying a Fusion system, with multiple modules and addons to permit it to manage the entire Northeast Ohio region.

\$17,500 and \$5,700 are the correct amounts

Likewise the memoranda in section 6.3 is from one of those projects.

And the docs will be updated to correct those errors.

Dan

Also, as I am reviewing what you sent there was some language added to the Statement of Work that will not likely be approved by the review committee on the 2nd reading.

The termination provision in the Statement of Work (Section 6.3) was not in the previous version I submitted for review. It appears to bound Cuyahoga County to renew the contract if proper notice is not given and conflicts with the language in the written contract you signed declaring the term is through December 31, 2013 and language in section 6.2 of the Statement of Work regarding expiration.

Grant dollars will be used to pay for this and there is no guarantee that future dollars will be available, so this provision will likely be found unacceptable. I'll need an explanation of why it was added or a new copy of the Statement of Work without that language so that I am able to address it at the reading tomorrow.

Thanks!

>>> Lynette Elliott <[lelliott@ithinqware.net](mailto:lelliott@ithinqware.net)> 11/20/2012 10:31 AM >>>

Hi Jerry. Attached please find contract documents and invoices with the updates you requested for the 1-year contract period and effective date of 12/1/2012. File names/document reference numbers have been updated to today's date. Please let me know if there's anything else we need to send your way before Monday the 26th.

Thanks!

Lynette Elliott

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iThinQware, Inc.  
4345 Lindbergh Drive  
Addison, TX 75001  
Office: 469.759.0998  
Fax: 469.574.5280  
<http://www.ithinqware.net>

**iThinQware, Inc.**

iWatch Application ~ Anonymous Criminal Information Reporting System ~ Functional Requirements  
DHS112012dp01

Northeast Ohio Regional Fusion Center

1300 Ontario Street, 9<sup>th</sup> Floor

Cleveland OH 44113

## **Functional Requirements**

iThinQware, Inc. is a privately owned corporation that has been providing software development, marketing, web presence and sales services to municipalities, government agencies and private corporations for nearly two decades. iThinQware's software development efforts are focused on providing citizen-driven, criminal activity reporting and situational awareness applications to law enforcement agencies, independent school districts, trucking and transportation, and private industry. Our company is uniquely positioned to provide a complete, customizable, commercial off the shelf (COTS) anonymous criminal information reporting system that not only meets the Cuyahoga County Sheriff's Office (DHS) immediate needs, but far exceeds the collection of tip intake, tip management and reporting requirements outlined by the Cuyahoga County Sheriff's Office.

iThinQware's flagship product is the iWatch System. iWatch is an enterprise level, online and mobile anonymous information reporting system that provides law enforcement agencies with real-time tips from citizens along with the ability to automatically filter and quickly view, organize, prioritize and transmit investigative information to both internal and external agency members in order to mitigate criminal activities and potential terrorist threats. Initially developed in cooperation with the Dallas Police Department to provide a mobile option for citizen-based tips, the iWatch Dallas mobile application for iPhone, Android and BlackBerry went live in the fall of 2010. The iWatch System now provides over 68 law enforcement and other agencies with near-real time access to criminal information from a population of nearly 15 million citizens.

iWatch is an application that directly supports the DHS by providing a secure environment that facilitates increased collaboration, coordination and communication both within the agency as well as with external Law Enforcement partners. As a proven source of near-real time, decision-quality information, iWatch modernizes the traditional investigation, pursuit, capture and prosecution process without adding to existing workflows or impacting law enforcement standards. iWatch's information sharing capabilities use the power of highly trained agency assets along with the ubiquitous presence of the civilian population to promote operational readiness, protect communities and installations against potential terrorist threats and criminal activity, dramatically improve incident response time, and ultimately reduce crime.

The strength of the iWatch system lies not only the ability of citizens to report suspicious activity via SMS text (along with images, video attachments and geolocation information) but also in the power of the iWatch web interface. iWatch allows any authorized agency member to measure and evaluate the exigency of a tip and electronically transfer the tip, along with additional investigative information, either to other agency members or to external law enforcement and other partner organizations. iWatch leverages the two-way real time dialogue common in social networking platforms along with the technology infrastructure and platforms that are already used by agencies and their personnel, e.g. mobile phones, PDAs, computers and other web-enabled devices. The specific capabilities of the iWatch System as they relate to the requirements identified by the DHS are described in detail below.



iThinQware, Inc.

iWatch Application ~ Anonymous Criminal Information Reporting System ~ Functional Requirements  
CCSO071212dp01

## Crime Mapping

**Requirement: The application dashboard must permit the mapping of offenses (crimemapping) from individual departments must be displayed in a map metaphor. That mapping will show the location of the offense/report and the LEO agency to which the offense was reported.**

iWatch is compatible with the following platforms:

- The iWatch system can capture data from nearly any data source. SQL, mSQL, ODBC, csv, xml, rss, or other, in a secure transfer in either active updates in realtime or in a time based intake of prior tips.
- The system can then map the location from the originating record using lat/long or x/y or both with Esri, Google, Yahoo or Bing
- The iwatch system is a web-enabled geomapping application that allows any individual to search for reported crimes through a simple online user interface.,
- Admin users can click on a map, select a geofence/boundary or type in a complete or partial address. Users can specify, offense type, date, the disposition of investigations, time of day or any or all variables to produce a display of the found result.
- Detailed view includes a key of crime type and related crimes, as well as a printable police report containing specifics about that crime. The system uses data that has been entered by the reporting officers and subsequently cleaned to remove content that might be inappropriate for public viewing.
- Reports are then searchable by multiple variables, and may be output as raw csv, forwarded for alerting as a single update or forwarded to groups (this is in version 7.5) this then can be use in pre-generated Queries that can be fed out or fed into other datamining projects.

**Requirement: The intake of offense data from individual departments must permit data integration to a NEORFC defined data standard.**

iWatch supports data integration through the following means:

- The intake of offense data is based upon the UCR code standards.
- The field parameters of the CAD/RMS data from each LEO will be stored in a master datatable with all related links, references, and investigative protocols intact.
- The data of each agency can be searched, sorted and displayed either individually or as an aggregate, permitting the mapping of found results for single or multiple LEO's offense data.
- The original data is never overwritten, but instead an "investigative analysis" table of Analyst reports updates and appended content references the source(s) and permits creation of "briefing books" for further investigation, case management and adhoc reporting.

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iWatch Application ~ Anonymous Criminal Information Reporting System ~ Functional Requirements  
DHS112012dp01

**Requirement: Agencies that "belong" to the NEORFC iWatch program must be defined as members and permissions for that level of access enabled.**

iWatch supports multiagency data sharing with the following features:

- NEORFC may generate maps to display multi-agency crime intelligence.
- NEORFC may receive crime intelligence from member LEA in the dashboard and map that data as part of a shared investigation.
- LEA that are not members of NEORFC iWatch may receive reports from the report generator or as email, but will not have Dashboard access to mapping or analysis tools.

**Requirement: Mapping of CAD data for geofencing of tips/offenses must permit the dashboard to display the reporting agencies offense data**

iWatch supports geofencing data sharing with the following features:

- ESRI or other mapping layers may be used to differentiate the source of the tip/offense data.
- ESRI or other mapping layers may then display the tip within that geofencing along side other tips/offenses
- Critical infrastructure mapping permits the creation of adhoc reports of tips/offenses near to, or within define geographic proximity.
- Critical infrastructure is defined as:
  - Bridges
  - Schools
  - Water mains
  - Power Grids
  - Gas Lines
  - Communication towers
  - Transportation hubs
  - Airports
  - Etc.

## Reporting

**Requirement: The system must have the ability to set up recipient accounts at both the DHS Field Office and the LEA Partner.**

iWatch meets this requirement in multiple ways, including:

- iWatch provides users with the ability to set up accounts at any agency location (headquarters, field office, mobile command center, etc.) .

**iThingware, Inc.**

**iWatch Application ~ Anonymous Criminal Information Reporting System ~ Functional Requirements  
CCSO071212dp01**

- iWatch provides users with the ability to set up groups based upon user defined parameters (Crime type, Department name, Work Shift, other).
- User profiles may then include groups that are "private" or "public."
- iWatch prohibits the distribution of tip information by preventing the forwarding of tips and tip intelligence to non-users.
- iWatch prohibits users from signing up for accounts by permitting only "invited" users to create profiles.
- iWatch permits sharing of tips and tip information to individuals or to groups.
- User profiles and user management permits data capture of shared information as it pertains to the tip investigation and intelligence.
- Tip information may be appended to the original tip by associating prior offenses, or linking outside video, images or URL's to the tip for use by individuals or investigative groups.
- iWatch provides users with the ability to set up accounts at any agency location (headquarters, field office, mobile command center, etc.)

**Requirement: The system must be platform agnostic, agency-specific and allow for integration of current legacy systems and data as well as social media.**

iWatch meets this requirement in multiple ways, including:

- Agency branded system singly hosted on private, dedicated server with read-only, firewall protected display layer
- Ability for users to submit tips to law enforcement directly through iWatch mobile app or web browser
- Agency branded mobile app available for iPhone, Android, BlackBerry and web through app stores
- Anonymous tips via phone, text, email, or form with multiple images and video are pre-classified based on UCR and can be stored using multiple statuses
- No advertisements in system, law enforcement dashboard or mobile app
- Tips may be received and translated into English plus 32 other languages and can be exported to .csv, .pdf, .xml, .doc and imported to Sharepoint, RMS or CAD
- Ability to integrate RMS/CAD data for mapping and for users to append previous crime reports with new tip data
- Law enforcement only dashboard with administrative tools to manage, classify, forward, track and append tips
- iTAG systems permits agencies to view crime data from neighboring jurisdictions
- Integrated Registered Sex Offender mapping from all 50 state registries
- Social media integration (Facebook, Twitter, YouTube, other) with "listening" capability to allow law enforcement to search and track postings using keywords.

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DHS112012dp01

- Cloud-based, platform agnostic system with no additional hardware or 3rd party software required

**Requirement: The system must have the ability to push alerts to users and to communicate with users anonymously.**

iWatch meets this requirement in multiple ways, including:

- Permits two-way dialogue with tipster (anonymous or full disclosure) and multi-jurisdictional tip sharing without compromising privacy rights or investigational integrity; LEITSC compliant
- Users may sign up to receive alerts for crimes (by type or department), emergency incidents (weather, road closings, flooding, fire, etc.), Amber Alerts, Most Wanted or other, within specific geographic areas
- Ability for users to create optional personal information profile that can be shared with law enforcement when submitting tips

I certify that the above statements are true and correct to the best of my knowledge.



Submitted By:

Daniel Elliott  
President, iThinQware

Date: 20 November 2012

## iWatch FUSION Software License (one year)

**Provided To:**  
Northeast Ohio Regional Fusion Center  
1300 Ontario Street, 9th Floor  
Cleveland, OH 44113

**Phone**  
(216) 623-4530  
**FAX**

**From:**  
iThinQware, Inc.  
4345 Lindbergh Dr.  
Addison, TX 75001

**Phone/Fax**  
469.759.0998  
**FAX**  
469.574.5280

### **Job Description: iWatch Mobile Event/Alert Tipping & Reporting**

**Reference Statement of  
Work and attachments  
dated 12/01/2012**

iWatch, the content management system (CMS) engine for the mobile reporting application. With iWatch, anyone can report a crime or suspicious activity, or persons. Enterprise-grade management console makes it simple to approve and publish information across multiple networks, control access to information, and manage alerts sent through any medium (SMS text messages, RSS feeds, web video, email, or mobile displays on iPads or other Tablets). This allows a single manager to accept the tip and forward it to a specific officer for follow-up, accept and publish the tip to the investigative unit (useful, for instance, if onboard security sends video from a mobile phone for investigation – a single click can make the clip accessible to an alerting group, providing faster public response during the critical early stages of an investigation), or reject the tip. The public may also submit tips public can submit tips anonymously, or in open records submission. On submittal, the images are mapped to the location within feet, and the IP address of every tip is captured and subsequently mapped as well. Permitting law enforcement to track down a tipster at their PC if necessary.

Task	Description	Total Price
iWatch Software License	Complies with Specs found in Exhibit DHS112012dp01	\$17,500.00
Crime Tip Dashboard	Cloud based; housed in secure NOC Configuration & Server setup	Included
Design of app	Install Agency art to App (badge, patch, etc.) Android, Iphone & Blackberry, and HTML version	Included
Marketing Materials	Public safety brochures, links for website, etc.	Included
Training	With documentation & admin/user education	Included
<b>Total fees for services</b>		<b>\$17,500.00</b>
<b>Amount Paid</b>		<b>\$0.00</b>
<b>Amount due</b>		<b>\$17,500.00</b>

#### **DISCLAIMER:**

Accepted By: \_\_\_\_\_

Presented By: \_\_\_\_\_

Representing: \_\_\_\_\_

Representing: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Server Hosting & Maintenance iWatch Application Dashboard (one year)

<b>Provided To:</b> Northeast Ohio Regional Fusion Center 1300 Ontario Street, 9th Floor Cleveland, OH 44113	<b>Phone</b> (216) 623-4630 <b>FAX</b>	<b>From:</b> iThinQware, Inc. 4345 Lindbergh Dr. Addison, TX 76001	<b>Phone/Fax</b> 469.769.0998 <b>FAX</b> 469.574.6280
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### **Job Description: Hosting of iWatch Dashboard and Maintenance/Support**

Support and administration of iWatch application on managed server, dedicated for iWatch Program

Task	Description	Total Price
<b>Services</b>		
See Attached service agreement	Reference Exhibit: DHS112012dp02	
<b>Fees</b>		
Hosting & tech support	Reference Exhibit: DHS122012dp02	\$5,700.00
<b>Term of Agreement</b>		
See attached	One Year	
<b>Total fees for services</b>		<b>\$5,700.00</b>
Amount Paid		\$0.00
Amount due		\$5,700.00

#### **DISCLAIMER:**

Accepted By: \_\_\_\_\_

Presented By: \_\_\_\_\_

Representing: \_\_\_\_\_

Representing: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_