

DOC # 0691693  
12/28/2006 09:38 AM Deputy: GB

OFFICIAL RECORD

Requested By:  
DC/SHERIFF

Assessor's Parcel Number: N/A

Date: DECEMBER 27, 2006

Recording Requested By:

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 25 Fee: 0.00  
BK-1206 PG- 9954 RPTT: 0.00



Name: UNDERSHERIFF PAUL HOWELL

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

AGREEMENT #2006.229  
(Title of Document)



Reliable Innovation

4625 West Lake Park Blvd  
Salt Lake City, UT 84120  
office (801) 902-1816  
fax (801) 902-1210

**SALES QUOTE / PURCHASE AGREEMENT**

Douglas County Sheriff's Office  
1625 8th Street  
Minden, NV 89423

Phone: 775.782.9999  
Agreement Preparation Date: 12/07/06  
Expiration Date: 12/29/06  
Operating System Server: IBM/SUN  
Quote Number: 219B  
Salesman: Jeff Andrus

Contact: Under Sheriff Howell

This Sales Quote / Purchase Agreement ("Agreement") is made and entered into this 21<sup>ST</sup> day of DECEMBER, 2006 by and between the Customer and Spillman Technologies, Inc. ("Spillman"), 4625 West Lake Park Blvd, Salt Lake City, UT 84120.

**Section 1: Quote Summary**

Spillman Software	786,400
Spillman Professional Services	Included
3rd Party Products & Services (server not quoted)	<u>12,350</u>
<b>Total Purchase Price \$</b>	<b><u>798,750</u></b>

**Approved and Accepted by:**

I have read this Agreement in its entirety and hereby approve and accept the terms and conditions of this Agreement as contained herein.

Doug N Johnson  
Signature of Authorized Representative

DOUG N JOHNSON  
Print Name of Authorized Representative

Vice Chairman  
Title of Authorized Representative

12/21/06  
Date

FILED  
2006-229  
2006 DEC 27 AM 10:04  
DOUGLAS COUNTY CLERK  
[Signature]

BK- 1206  
PG- 9955  
0691693 Page: 2 Of 25 12/28/2006

**Section 2: Spillman Software**

<b>Douglas County Sheriff's Office</b>	
<b>Integrated Hub</b>	<b>Included</b>
Master NAMES, VEHICLES, PROPERTY and WANTS tables	
Geobase (Address verification system)	
Database Licensing for Entire Agency	
Basic File Attachments	
Agency-Wide Spillman Messaging (In-House & Mobile)	
On-Call Scheduling	
Racial Profile Tracking System	
<b>Law Records</b>	<b>Included</b>
Case Management	
Involvements - related details screen	
Auto visual alerts	
CAD Integration	
Intelligence	
Dissemination tracking	
Photos	
Arrest & Offense information	
UCR & NIBRS - Electronic submission simplifies transfer to UCR/NIBRS state repository	
<b>Traffic Information</b>	<b>Included</b>
Accident, Citation, and Warning Information can be easily entered and referenced	
Extensive Searching Capabilities help extract information and speed investigations	
Imaging Integration allows high-quality digital images to be attached to records	
Reporting Features provide snapshots of activity to help identify trends	
<b>Imaging</b>	<b>Included</b>
Integrated Image Searching	
View and/or capture (with appropriate hardware) from all workstations	
Intuitive editing	
Integrated Lineups	
At-a-glance thumbnails	
Names, Vehicles, Property, Evidence, Law Records, Reports	
<b>Licenses &amp; Permits</b>	<b>Included</b>
Detailed Permit Information on status, holder, type, and contact person	
Transaction Processing for fees, receipts, and adjustments	
Animal, Bicycle, and Weapon Permits with comprehensive information screens	
Integration with Law Records reduces the need for duplicate data entry	
<b>Pawn Property</b>	<b>Included</b>
Pawn Shop Information on contacts, address, phone number, and owners	
Pawn Activity Tracking records site visits, inspections, spot checks, etc	
Electronic Pawn Data Imports simplify regulation of local pawn shop activity	
Preformatted Reports identify frequent pawners and determine recovery rates	
<b>Evidence Management</b>	<b>Included</b>
Evidence History tracks items from receipt to disposal	
Evidence Reports give you instant information on all evidence	
Detailed Evidence Information viewable from the Evidence Management screen	
<b>Evidence Bar-coding</b>	<b>Included</b>
<b>Evidence Inventory and Audit</b>	<b>Included</b>
<b>Civil Process</b>	<b>Included</b>
Civil Process Tracking from start to finish	
Garnishment Management tracks receipts, charges, and interest	
Attempts to Serve History records all service efforts	
Process Printouts are generated for a variety of civil process costs and services	
Extensive Reporting Capabilities using numerous preformatted templates	

**Section 2 (continued): Spillman Software**

<b>Jail Management</b> (please see Jail Management note in section 7)	Included
Automated inmate processes	
Step-by-step booking	
Medical Information	
Medical assessment	
Risk assessment	
Scheduled events	
Visitor log	
"Keep Separate" feature	
Inmate Location Log	
Photos	
Housing management	
Visual alerts	
Arrest & Offense Information	
<b>Livescan Interface</b>	Included
Transfers biographical and arrest information from the Spillman database to select Live-Scan	
Simplifies the submission of fingerprint information to state and federal agencies.	
<b>Inventory Management</b>	
Supplier Tracking records current contact and ordering information	
Supply Maintenance tracks balances, reorder points, and full stock quantities	
Order Fulfillment generates purchase orders and received quantities	
Inventory Reporting creates quick, accurate reports	
<b>Commissary Management</b>	Included
Commissary Supplier Data to track, post, and cancel supply orders	
Commissary Item Records give accurate accounts of each item and inventory history	
Commissary Reports can be easily generated in a concise, easy-to-read format	
<b>State Link</b> (please see State Link note in section 7)	Included
Easy Access to Information on warrants, missing persons, and wanted persons	
Powerful Searching on vehicle registration, stolen vehicles, and driver's licenses	
Access to Transaction Forms for easy report creation and submission	
Mobile Integration allows mobile patrol to search from vehicles	
Query and Transaction Responses can be easily printed or e-mailed	
<b>Personnel</b>	Included
Employee information	
Attendance & workload management	
Training information	
Medical history	
Photos	
<b>Pin Mapping</b>	Included
Customizable Visual Display that can be saved for later use	
Comprehensive Toolbar to adjust map layers, colors, and incidents shown	
Distance Measuring Tools help identify related crimes and suspects	
Map Layer Viewing Options include orthographic, street, fire, and water	
<b>Mobile State Queries</b> (40 licenses)	Included
Easy Access to Information on warrants, missing persons, and wanted persons	
Powerful Searching on vehicle registration, stolen vehicles, and drivers' licenses	
Simultaneous Search Capability in local, state, and federal databases	
Query and Transaction Responses can be saved for up to 48 hours	
<b>Mobile Local Queries</b> (40 licenses)	Included
Easy Access to Information on warrants, missing persons, and wanted persons	
Simultaneous Search Capability in local, state, and federal databases	
Query and Transaction Responses can be saved for up to 48 hours	
In-car photos	

Section 2 (continued): Spillman Software

<b>Mobile Voiceless CAD</b> (40 licenses)	Included
Real-Time Warnings and Alerts such as ATL, BOLO, and Amber Alerts	
Customizable CAD Screen for optimal viewing	
Automatic Call Updates provided as call status changes	
<b>Mobile AVL &amp; Mapping</b> (40 licenses)	Included
CAD Call Mapping automatically updates and adds calls to the map as they come in	
Unit Location Mapping shows where each unit is in real time	
Customizable Map Configurations can be saved for later use	
Quickest Route feature reduces time needed to dispatch a call and get a unit at the scene	
<b>Mobile Premises</b> (40 licenses)	Included
View premise information such as key holder and property owner from vehicles	
Display floor plans and other attached premise photos from vehicles	
<b>Computer Aided Dispatch (CAD)</b>	Included
Computer-Aided Dispatching	
Unit Radio Log Table	
Officer Radio Log Table	
Personnel Skills Table	
Policy Violation Table	
Traffic Stop Table	
Wrecker Rotation	
Special Instruction - pop-up of agency defined instructions	
<b>CAD Mapping</b>	Included
Visual information for unit and call location	
Drag & Drop Dispatching on map	
Geobase integration	
Flexible map layers	
On map Call & Unit information	
Phase I & II compliant	
<b>Response Plans</b>	Included
Call-Back Assignments - prepare agencies for various incidents	
Premises Integration - provides access to special instructions for HazMat situations	
Unit Recommendations - customizable for specific response plans at different alarm levels	
<b>E911 Interface</b>	Included
Automatic Field Entry - inserts agency-specified call information to the CAD screen	
Automatic Address Verification with Spillman Geobase	
Automatic Location Plotting on Spillman's CAD map	
Phases I and II Compliant according to FCC guidelines	
<b>Premises Information</b>	Included
<b>Rip &amp; Run Interface</b>	Included
<b>Pro QA Interface</b>	Included
<b>InSight</b>	Included

See Section 7: Notes

Spillman Software Total: \$ 786,400

**Section 3: Spillman Professional Services**

Description	Qty	Price
Installation		Included
Implementation and Project Management		Included
15 month support and maintenance or warranty from signature date		Included
<b>Training on site:</b>		Included
New Agency Go Live Assistance (4 days)	4 days	
CAD Go Live Assistance (4 days)	4 days	
Jail Go Live Assistance (4 days)	4 days	
Basic Application Administration Training	1 day	
UNIX fundamentals Training	1 day	
Geobase Implementation Assistance	2 trips	
Project Team Training	4 days	
Pre-Implementation Meeting	1 day	
Lesson Plans		Included
<b>Module Training for End Users:</b>		Included
Introduction to Spillman (required for all users)	6 classes	
Civil Process	1 class	
Commissary Management	1 class	
Commodity Inventory	1 class	
<b>Computer-Aided Dispatch (CAD)</b>		
Computer-Aided Dispatch	2 classes	
Racial Profiling (demo)	2 classes	
Hub for Dispatchers	2 classes	
<b>Evidence Management</b>	1 class	
<b>Fleet Management</b>	1 class	
<b>Imaging (demo)</b>	8 classes	
<b>Geobase (Please see Notes in Section 7 for details)</b>		
<b>Jail Management (training on Spillman Jail version 4.5)</b>		
Hub for Jailers	3 classes	
Introduction / Modify & Inmate Property Taken	2 class	
Medical Assessment, History/ Meds & Risk	2 class	
Arrest & Offense information	2 class	
Property Issue, Intake & Release Supp	2 class	
Express, Criminal, Quick & Inmate Log	2 class	
Events, Movement, Summary Info., Reports	2 class	
Cash Accounts, Visitation	2 class	
Sentence & Commitments	2 class	
Billing Information	2 class	
<b>Jail Management (training on Spillman Jail version 6.0 when installed)</b>		
Introduction / Modify & Inmate Property Taken	1 class	
Medical Assessment, History/ Meds & Risk	1 class	
Arrest & Offense information	1 class	
Property Issue, Intake & Release Supp	1 class	
Express, Criminal, Quick & Inmate Log	1 class	
Events, Movement, Summary Info., Reports	1 class	
Cash Accounts, Visitation	1 class	
Sentence & Commitments	1 class	
Billing Information	1 class	



**Section 3 (continued): Spillman Professional Services**

Description	Qty	Price
<b>Law Records Management</b>		
Law Enforcement Incident Management	5 classes	
Law Enforcement Case Management	5 classes	
Criminal History Records	5 classes	
Law Enforcement Field Interviews (demo)	5 classes	
Wanted Persons (demo)	5 classes	
Law Enforcement Intelligence (demo)	5 classes	
UCR	1 class	
<b>License &amp; Permits</b>	1 class	
<b>Pawned Property</b>	1 class	
<b>Personnel Management</b>		
Employee Records	1 class	
Employee Leave and Attendance	1 class	
Employee Service Time and Position	1 class	
<b>Pin Mapping</b>	2 classes	
<b>Response Plans Management</b>		
Response Plans Management	1 class	
Dispatching with Response Plans	2 classes	
<b>Traffic (demo)</b>	5 classes	
<b>CAD Mapping</b>		
CAD Mapping Users	2 classes	
CAD Mapping Administration	1 class	
<b>E 911</b>		
Evidence Bar Coding Interface	1 class	
Evidence Audit Interface	1 class	
Livescan Interface		
State and RMS Mobile Queries	3 classes	
Voicelless CAD & AVL	3 classes	
MDC Mobile Administration	1 class	
Premises Information	1 class	

See Section 7: Notes

**Services Total: Included**

**Section 4: 3rd Party Products & Services**

Description	Price
LAN Modem	450
Arc GIS file software	1,150
2 port etherlite serial connectors	350
Evidence bar-code printer, scanner, labels, ribbon, & terminal (Location 1)	4,200
Evidence bar-code printer, scanner, labels, ribbon, & terminal (Location 2)	4,200
Wristband die-cutter and laminator	2,000
InSight broker (Linux server)	Included

See Section 7: Notes

**3rd Party Products & Services Total: \$ 12,350**

**TOTAL PURCHASE PRICE:**

**\$ 798,750**



**Section 5: Second Year Maintenance**

Second year maintenance fees are not included in the Purchase Price of this Agreement and is provided here as reference information only. Second-year maintenance fees are charged beginning 15 months after the execution of this Purchase Agreement, regardless of the date on which Customer's actual use of the Spillman Software began, except to the extent any delay in such use is due to the fault of Spillman Technologies.

Description	Price
<b>2nd Year Maintenance Includes:</b>	78,760
Scheduled Upgrades (version release on average every 14 months)	
User-defined upgrades voted on by agencies	
Standard business-hours support; live help desk, personalized web tracking of support issues, prioritization of support calls and professional Support Technicians and help desk	
<b>Second Year Support for the Following:</b>	
Integrated HUB	
Law Records	
Traffic Information	
Imaging	
Licenses & Permits	
Pawn Property	
Evidence Management (including Evidence Inventory and Audit)	
Civil Process	
Jail Management	
Inventory Management	
Commissary Management	
Personnel	
Pin Mapping	
Mobile State Queries	
Mobile Local Queries	
Mobile Voiceless CAD	
Mobile AVL & Mapping	
Mobile Premises	
Computer Aided Dispatch	
CAD Mapping	
Response Plans	
Premises Information	
InSight	
<b>Interfaces:</b>	
Live Scan Fingerprint Interface	
State Link	
E 911 Interface	
Rip & Run Interface	
ProQA Interface	

**Second Year Maintenance Total: \$ 78,760**





**Section 6: Payment Terms**

SECTION	DESCRIPTION	CATEGORY TOTALS	PAYMENT UPON CONTRACT SIGNING	PAYMENT UPON: A) INSTALL, AND B) JULY 1, 2007	PAYMENT AFTER: A) ACCEPTANCE TESTING (DEFINED IN SECTION 8), AND B) JULY 1, 2007	"OTHER" PAYMENT DUE BY
2	Software (except State Link)	738,400	369,200	184,600	184,600	
2	State Link	48,000	24,000	12,000	12,000	
3	Services	Included				
3	First Year Maintenance	Included				
4	Hardware & 3rd Party	12,350	6,175	3,088	3,088	

<b>Price Totals:</b>	798,750	399,375	199,688	199,688
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**Total Purchase Price: \$ 798,750**

## SALES QUOTE / PURCHASE AGREEMENT

### Section 7: Notes

#### 2ND YEAR MAINTENANCE:

The Computer Software End-User Maintenance Agreement renewal cost on maintenance for year 3 and thereafter will be based on an amount to be determined by Spillman at the time of renewal.

If Customer is under a basic maintenance agreement and calls after normal coverage hours, maintenance services will be charged at the hourly rate specified on the current Spillman Maintenance Fee Schedule. Rates are subject to change.

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#### SUMMIT IMAGING:

The Summit Imaging module allows the agency to capture photos for names, employees, vehicles, premises, property, and evidence. The picture will be shown on all screens defined for that picture type. Images can be imported from any working twain device such as digital camera or scanner. Images can also be imported from a valid image file on the PC or file server.

##### General

- The Spillman software must be loaded on a Spillman-approved hardware PLATFORM, as outlined in current Spillman policies.
- Spillman technicians must have direct modem access to the server where the Spillman software is loaded.
- A working TCP/IP network to each PC and server that needs access to the images.
- Pictures can be stored on the Spillman Applications Server or a NT 2000 server. Each storage solution will have specific needs and limitations that will have to be reviewed and a decision as to which you will use.

##### Hardware

- Digital input devices. Camera, scanner etc.
- Windows 98 machines will require the installation of a new Summit client to allow full functionality of the Summit imaging product.

##### Software

- TCP/IP software on each PC and server.
- Spillman Imaging software.
- Twain device software loaded on all hardware that is required.
- File sharing software.

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#### SUMMIT MOBILE:

Quote valid for wireless connection with a true TCP/IP connection.

Quote does not include hardware installation. Future installations may be performed by the Customer. Should the Customer require additional installations, the Customer will be billed at current Spillman installation pricing. An adjusted quote reflecting the additional installations may be requested.

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## GEOBASE IMPLEMENTATION

*The agency has access to GIS personnel who know ESRI products (i.e. ArcView or ArcInfo) and will build and maintain the map.*

- The Spillman Trainer that is involved meets with the agency SAA and GIS personnel to discuss the desired structure of the map for it to work with Geobase and CAD Mapping (if purchased). This is a 4 hour meeting.
- The trainer works with the GIS person via phone and email. It is expected that the GIS person will periodically send a copy of the map and appropriate layers for the trainer to review and make suggestions.
- When the map is near completion, a two day trip is scheduled. This two day trip is meant to accomplish the following:
  - o Move the map files onto the server.
  - o View error logs and show how to correct the errors.
  - o Test the files in a temporary database.
  - o Address maintenance issues within Spillman.
  - o Show the SAA how to activate Geobase within the live database.

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## MODIFICATIONS TO BASE SYSTEM:

1. The Property Release Receipt report (RPPRRR) will be modified to add a third signature line.
2. Spillman will demonstrate and train the Customer on how they can use modified agency partitioning to lock down narratives and supplemental narratives, so that only the responsible officer and the appropriate supervisor(s) can modify or delete their own records.

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## SUMMIT:

### Hardware required:

A TCP/IP network with port 893 open to all Summit users; also ftp and rexec available to the support modem.

### Server requirements:

A Spillman Applications Server that is running the SUMMIT server software. Because of the resources needed to run additional processes on the Spillman Applications Server, you need to evaluate your current CPU and memory usage. Each main screen that is accessing the database requires approximately 10 MB of memory on the server. As a general rule, Spillman recommends 40 MB of server memory for each user. If the CPU on your Spillman Applications Server is currently nearing its capacity, running more processes might slow down your server. If this occurs, you might need to upgrade the CPU or install a second CPU. For an individual assessment of the memory requirements for your agency's server, contact our Installation Department.

### Third-party hardware required:

A Spillman-approved LAN support modem.

**Client PC requirements:**

The Spillman Customer Support Department recommends you use the fastest PCs available to you and that you install as much memory as possible. You must also be running a Spillman-approved version of Microsoft Windows and be connected to the server via a TCP/IP network. The following is a list of the minimum requirements:

<u>Minimum Requirements</u>	<u>General User</u>	<u>User w/ Multiple Screens</u>
-- CPU	1.0 GHz	1.5 GHz +
-- Memory	256 MB	512 MB
-- Ethernet network card	10/100 Mbps	10/100 Mbps
-- Network connection to Spillman	10 Mbps	100 Mbps
-- Screen resolution (pixels)	1024 x 768 or greater	1024x768 or greater
-- Monitor and video card colors	256 or more	256 or more
-- Hard disk space	200 MB	200 MB
-- Monitor	17-inch	17-inch minimum 21-inch recommended

NOTE: You can run the SUMMIT 4.5 software on a PC with fewer resources than specified in this document. However, if you experience problems, Spillman Customer Support Technicians will recommend that you upgrade the PC before they address any problems on that PC. It should also be noted that these specifications are for PC's only running the Summit application. If you run other applications while running Summit, you will have to accommodate for the increased resources (RAM, CPU, network bandwidth, etc.) required by the additional programs. Before troubleshooting Summit performance issues, all additional programs on the PC being tested must be closed.

Contact the Installation or Development department at Spillman Technologies, Inc. if your agency plans to use a Network Information System (NIS) or Pluggable Authentication Module (PAM) authentication. On a case-by-case basis, Spillman will need to determine whether SUMMIT 4.5 will work with NIS or PAM.

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**STATELINK, E911 OR LIVESCAN:**

When the Customer has purchased a license to the Livescan, 911 and/or Statelink interfaces (the "Interface(s)"), the following terms shall apply with respect to the set up and testing fees for such Interface(s):

The parties acknowledge that the use of these Interfaces requires that the Customer obtain access to services provided by third party agencies. If Customer does not acquire the applicable third party services within six (6) months from the date Spillman has installed the functional Spillman software (except to the extent the delay is caused by Spillman), Spillman shall have the option to terminate its pricing commitment for the set up and testing services for such Interface(s), effective upon written notice. In such event, Spillman shall refund or credit (at Spillman's option) to the Customer fees paid for such set up and testing services. If Customer later acquires the third party services used in connection with the Interface(s), Spillman agrees to provide the set-up and testing services for the Interface(s) to the Customer at its then-current fee for such services.

Additionally, if the third party agency modifies the Interface specifications, Spillman may revise its pricing for the Interface set up and testing service if such service is requested by the Customer after the six-month period described above, whether or not Spillman previously terminated its pricing commitment for such service.

It is understood that the Nevada State Link is not yet available from Spillman Technologies. Spillman's current estimate is for State Link software to be installed by October 31, 2007. If applicable, an updated delivery date will be provided at the Pre-implementation Meeting. Actual project completion will be determined by the projects placement on Spillman's development schedule and is subject to the estimated number of project hours determined by the extensiveness of Douglas County's desired functionality of the State Link interface.



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## SPILLMAN JAIL LICENSING AND TRAINING

Spillman will install and train our current release of Spillman Jail version 4.5. Spillman Jail 6.0 is also included as part of this purchase agreement and will be installed at the Customer site after the official 6.0 release of all jail-related modules in use by the Customer. One week (4 days) of onsite training for Jail version 6.0 is included as part of this Purchase Agreement.

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### EVIDENCE - BARCODING:

"QuickScan" is used at the location where evidence is checked in and out. A "Y" cable is included with this device that plugs into the keyboard port on the PC. The two legs of the cable are used for connection to (1) the keyboard cable and (2) the QuickScan device cable. The scanned barcode replaces the typed number from the keyboard.

The "TopGun Portable Reader" is used to scan a complete inventory of items in the evidence room(s).

The TopGun Portable Reader uses a "PT Dock" to pass inventory information to the Spillman application. This device requires a serial connection to the Spillman Applications Server and also recharges the batteries of the TopGun device.

The Allegro Printer prints the bar code labels whenever a new piece of evidence is entered into the Spillman application (using a print option). The Allegro Printer requires a serial connection to the Spillman Applications Server.

It is suggested that the Customer order 1 printer ribbon for every roll of labels ordered.

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### Section 8: Agreement Terms

1. This Agreement only covers the products and services listed herein.
2. Customer agrees to pay all invoices within thirty (30) days of invoice date.
3. Customer agrees to pay Spillman the Agreement Purchase Price according to the payment terms stated in Section 6. The Agreement Purchase Price is valid only through the expiration date indicated and only if all listed products and services are purchased as a complete package. ("Purchase Price" does not include second year maintenance fees.)

**4. Acceptance Period for Standard, Turn-Key Spillman software application modules:**

An acceptance period of 14 days (the "Acceptance Period") is provided for the Customer to verify that Spillman's standard Licensed Program, defined as all modules and interfaces listed in the Purchase Agreement except State Link, operates in accordance with Spillman documentation and the Software Specifications presented in the RFP response. The acceptance period begins upon the Go-Live Date of the Licensed Program and will automatically expire after 14 days, unless the Customer notifies Spillman of a deficiency in the functionality of the Licensed Program during the Acceptance Period, in which case the Acceptance Period shall continue until the deficiency is resolved. The "Go-Live Date" is the date that the Customer first uses the Licensed Program in actual productive use for the day-to-day Police Department operations with the Customer's data.

In the event of a conflict between Spillman's RFP response and the and Spillman's documentation, the current documentation for the Licensed Program shall control so long as no major loss of functionality occurs. In addition, Spillman represents to the Customer that:

- a) no major functionality described in the Software Specifications has been removed from the version of the Licensed Program to be installed for the Customer, although some variations from the functionality descriptions in the Software Specifications may exist in the version of the Licensed Program to be so installed; and
- b) the Software Specifications describe the functionality of the version of the Licensed Program to be installed, except where improvements have been made.

In the event that the Customer determines that the Licensed Program is not in compliance with the Software Specifications or the applicable documentation, the Customer shall notify Spillman in writing, giving a full description of the deficiency. After duplicating or verifying the deficiency, Spillman must resolve the deficiency in one of two ways:

1. Spillman must correct, fix, or repair the deficiency, or
2. Spillman must provide a reasonable work-around acceptable to the Customer.

If Spillman is unable to resolve the functionality problem after two attempts, the Customer may terminate this Agreement and the related License and Support Agreements.

**Payment Schedule for Standard, Turn-Key Spillman software application modules**

The hold-back amount is the amount of money due to Spillman that the Customer holds during the Acceptance Period. This amount will be 25% of the total license fees for the Licensed Program. The Customer will pay 50% of the standard, turn-key software application price upon agreement signing; 25% upon installation; and 25% upon completion of the acceptance period.

**5. Acceptance Period for Spillman State Link:**

For the State Link module, the estimated installation date is October 31, 2007. The acceptance period for State Link begins upon the actual installation date of this module and continues for 14 days.

In the event that the Customer determines that the State Link module is not in compliance with the specification document, The Customer shall notify Spillman in writing, giving a full description of the deficiency. After duplicating or verifying the deficiency, Spillman must resolve the deficiency in one of two ways:

1. Spillman must correct, fix, or repair the deficiency, or
2. Spillman must provide a reasonable work-around for the Customer.

**Payment Schedule for Spillman State Link**

For the State Link module, Spillman proposes that the Customer will pay 50% upon signing of a purchase agreement for the custom project; 25% upon approval of the project specification document; and 25% upon completion of the acceptance period.



6. **Acceptance Period for Operational End-to-End System Testing:**  
Satisfactory completion of the Licensed Program testing on the proposed platform (server/operating system combination) is considered to be de facto acceptance of platform functionality. Spillman can make no guarantee for operation of non-standard platform features, such as mirroring, high availability, and RAID software. Spillman accepts no responsibility for any portion of the end-to-end system not proposed or provided by Spillman.
7. **Agreement to provide access to data exportation through XML-D query server:**  
Spillman will allow XML-D query server access to a 3rd-party court vendor (New Dawn Technologies) as defined in the existing non-disclosure agreement between the two companies.
8. **Customer is solely responsible for the payment of any and all taxes resulting from the acceptance of this Agreement and purchase of the products and services described herein.**
9. **When signed by an authorized Customer representative this Agreement serves as the Purchase Agreement between Customer and Spillman.**
10. **This Agreement is subject to all terms and conditions in the corresponding, valid Computer Software End-User License Agreement (the "License Agreement") and the related Maintenance Agreement between Customer and Spillman.**
11. **Any of the following events shall constitute a "default" under this Agreement:**
  - a. Customer's failure to pay Spillman any charges, costs, or other payment accruing herein, if such failure has not been corrected within ten (10) calendar days after Spillman has given Customer written notice of such failure; or
  - b. Customer's failure to perform any other obligation set forth in this Agreement, including any act of repudiation or wrongful rejection of the product, if such failure has not been corrected within thirty (30) days after Spillman has given Customer written notice of such failure.
  - c. Spillman's failure to perform any obligations set forth in this Agreement, if such failure has not been corrected within thirty (30) days after Customer has given Spillman written notice of such failure.
12. **Upon occurrence of a default, the non-defaulting party may:**
  - a. Terminate this Agreement and invoke all rights the party possesses up to termination, including in Spillman's case repossession of the Product, and
  - b. If Customer remains liable for any monetary obligations created under this Agreement, Spillman may accelerate and declare all obligations of Customer created under this Agreement to be immediately due and payable by Customer as a liquidated sum and proceed against Customer in any lawful way for satisfaction of such sum; and
  - c. In addition to the forgoing, seek any other remedies that may be available at law or in equity.
13. **Customer acknowledges that the monetary obligations of the Customer to Spillman under this Agreement constitute a commercial account. Customer shall pay, in addition to all other amounts owed to Spillman, interest calculated at one-and-one-half percent (1.5%) per month on all amounts that have not been paid to Spillman pursuant to the terms of this Agreement, or the highest rate permitted by law, whichever is less. Customer shall also be liable for all costs of collection, including reasonable attorney's fees whether or not a suit is instituted. Any delay or failure of either party in exercising any right hereunder, or any partial exercise thereof, shall not be deemed to constitute a waiver of any right granted hereunder or at law.**
14. **This Agreement constitutes the entire Purchase Agreement between the parties, with respect to the products and services listed herein, and no amendment to this Agreement shall be binding on either party unless such amendment is in writing and executed by authorized representatives of both parties. The parties understand that the License Agreement and the maintenance Agreement shall be considered with this Agreement as an integrated Agreement and is the complete and exclusive statement of the parties obligations and responsibilities, with respect to the products and services listed herein and therein, except as otherwise provided by law.**



**SPILLMAN®  
COMPUTER SOFTWARE END-USER  
SUPPORT AGREEMENT**

09/09/2005

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This Support Agreement ("Agreement") is made and entered into by and between:

**Spillman Technologies, Inc. ("Spillman")**  
4625 West Lake Park Blvd.  
Salt Lake City, Utah 84120

and

**Douglas County Sheriff's Office ("Customer")**  
1625 8<sup>th</sup> Street  
Minden, NV 89423

SPILLMAN'S SUPPORT OF THE LICENSED PROGRAM WILL NOT COMMENCE UNTIL AN AUTHORIZED REPRESENTATIVE OF CUSTOMER HAS EXECUTED THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF SPILLMAN HAS RECEIVED, APPROVED, AND EXECUTED A COPY OF IT AS EXECUTED BY CUSTOMER.

WHEREAS, Spillman and Customer entered into that certain Computer Software End-User License Agreement (the "License Agreement") under which Customer obtained a non-exclusive, nontransferable license to use certain computer software in object code form and related user documentation (the "Licensed Program", as further defined below) on certain terms and conditions:

WHEREAS, Spillman desires to offer Customer certain services with respect to the Licensed Program on the terms and conditions set forth herein:

NOW THEREFORE, in consideration of these recitals and the mutual obligations herein, the parties hereto, intending to be legally bound, hereby agree as follows:

**Section 1: Definitions**

For the purposes of this Agreement, the following definitions shall apply to the respective capitalized terms:

- 1.1 **Coverage Hours.** The hours between 8:00 AM and 5:00 PM, Mountain time, on the days Monday through Friday, excluding regularly scheduled holidays of Spillman
- 1.2 **Enhancement.** Any modification or addition that, when

made or added to the Licensed Program, changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Spillman may designate Enhancements as minor or major, depending on Spillman's assessment of their value and of the function added to the *preexisting Licensed Program*.

- 1.3 **Error.** Any failure of the Licensed Program to conform in all material respects to its functional specifications as published from time to time by Spillman, subject to the exceptions set forth in Section 4.
- 1.4 **Error Correction.** Either a software modification or addition that, when made or added to the Licensed Program, establishes material conformity of the Licensed Program to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Customer of such nonconformity. Error Correction services are subject to the exceptions set forth in Section 4.
- 1.5 **Licensed Program.** One or more of the computer software components and/or software interfaces developed by Spillman, as identified in one or more Sales Quote/Purchase Agreements between the parties (the "Purchase Agreement"), and which is licensed to Customer pursuant to the License Agreement. The Licensed Program specifically excludes computer software not developed by Spillman, but that *might* be used in conjunction with the Spillman software; such as, word processors, spreadsheets, terminal emulators, etc. The Licensed Program includes certain "Utilities", as that term is defined in Section 7.1 of the License Agreement.
- 1.6 **Releases.** New versions of the Licensed Program, including all Error Corrections and Enhancements.
- 1.7 **Response Time.** Within six (6) Coverage Hours, from the time Customer first notifies Spillman of an Error until Spillman initiates work toward development of an Error Correction.
- 1.8 **Spillman Application Administrator.** An agent of Customer who has been certified on the Licensed Program by Spillman, pursuant to the procedures set forth in Section 6, and is able to communicate effectively with Spillman support personnel in the description and resolution of problems associated with the Licensed Program.
- 1.9 **Term.** An initial period of fifteen (15) months, commencing on the date this Agreement is signed. Thereafter, the Term shall automatically renew for successive periods of one year each, unless and until terminated pursuant to Section 10 hereof. In no event, however, shall the Term extend beyond the term of the License Agreement.





## Section 2: Eligibility For Support

- 2.1 Spillman's obligation to provide Services with respect to the Licensed Program may be terminated pursuant to Section 10.2.2 or suspended, at Spillman's discretion, if at any time during the term of this Agreement any of the following requirements are not met:
- 2.1.1 Customer must have a valid License Agreement for the Licensed Program in effect at all times;
  - 2.1.2 The Licensed Program must be operated on a hardware platform approved by Spillman; and
  - 2.1.3 Customer must be current and in compliance with the payment schedule as agreed in the Purchase Agreement.
- 2.2 Spillman may require Customer to appoint a new Spillman Application Administrator if Spillman determines that the acting Spillman Application Administrator does not have the training or experience necessary to communicate effectively with Spillman support personnel.

## Section 3: Scope of Services

During the Agreement Term, Spillman shall render the following services in support of the Licensed Program, during Coverage Hours:

- 3.1 Spillman shall maintain a Support Services Control Center capable of receiving from the Spillman Application Administrator, by telephone, reports of any software irregularities, and requests for assistance in use of the Licensed Program.
- 3.2 Spillman shall maintain a trained staff capable of rendering support services set forth in this Agreement.
- 3.3 Spillman shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Spillman in accordance with Spillman's standard reporting procedures. Spillman shall, after verifying that such an Error is present, initiate work in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Spillman shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and Spillman shall include the Error Correction in all subsequent Releases of the Licensed Program. Spillman supports two (2) versions back from the most recent release version. However, Spillman shall not be responsible for correcting Errors in any version of the Licensed Program other than the most recent release.
- 3.4 Spillman may, from time to time, issue new Releases of the Licensed Program to its customers generally, containing Error Corrections, minor Enhancements, and, in certain instances, if Spillman so elects, major Enhancements. Spillman reserves the right to require additional license fees for major Enhancements. Spillman shall provide Customer with one copy of each new Release, without additional charge. Spillman shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at

Customer's facility, shall be subject to the supplemental charges set forth in Spillman's current Fee Schedule.

- 3.5 Spillman shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Licensed Program (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to in writing by Spillman and Customer.

## Section 4: Services Not Covered by this Agreement

The services identified in this section are specifically **NOT** covered by this Agreement. Spillman strongly recommends that Customer secure a separate support agreement with third party vendors for all non-Spillman products. Spillman may, in its discretion, provide such services to Customer upon request, for an additional fee as the parties may agree in writing.

- 4.1 Support for any third party products including hardware, or support for hardware failure due to the use of any third party vendor products.
- 4.2 Any network failures or problems including, but not limited to, cabling, communication lines, routers, connectors, and network software.
- 4.3 Restoration and/or recovery of data files and/or the operating system.
- 4.4 Any breach of warranty, damages to the Licensed Program or its database, data corruption, or support issues, security issues, or performance issues arising out of Licensee's or a third party's use of the Utilities or any other software not specifically licensed by Spillman to Licensee for use in connection with the Licensed Program. Any assistance provided by Spillman in resolving such problems shall be charged to Customer on a time and materials basis. Additionally, any unauthorized use of the Utilities or other software in connection with the Licensed Program by Licensee (or by a third party with Licensee's knowledge) may result, at Spillman's sole option, in voidance of warranties, an increase in the annual maintenance and support fees under this Agreement, and/or loss of rights to upgrades under this Agreement. Customer acknowledges and agrees that it is not licensed to utilize the "write" or "update" features of the Utilities, as such use may damage the database or cause other problems with the operation of the Licensed Program.
- 4.5 Support for Licensed Program problems caused by Customer misuse, alteration or damage to the Licensed Program or Customer's combining or merging the Licensed Program with any hardware or software not supplied by or identified as compatible by Spillman, customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), or third party software or hardware malfunction.
- 4.6 Supporting, configuring, maintaining, or upgrading the operating system, including, but not limited to, backups,



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restores, fixes, and patches.

- 4.7 Assistance with problems caused by operating system installation, configuration, errors, maintenance or repair, or using incorrect versions of the operating system.
- 4.8 On-site service visits to Customer's facility.
- 4.9 Printers connected to the back of terminals/personal computers (commonly called pass-through printing) or network printers are not supported by Spillman.

## Section 5: Obligations of Customer

- 5.1 Customers using the Spillman product must maintain and provide, at no cost to Spillman, access to a dedicated voice grade local telephone and a LAN modem and data set, connected directly to customer's network, with full access to the server (24 hours per day, 7 days per week) that is used with the Licensed Program.
- 5.2 Customers must provide and maintain, at no cost to Spillman, a modem and data set connected directly to the server (the modem cannot be connected to a network) 24 hours per day, 7 days per week, used with the Licensed Program being maintained by Spillman hereunder and provide access to a dedicated voice grade local telephone.
- 5.3 A representative of Customer's IT department must be present when any on-site support is provided. Customer agrees that if such representative is not present when the Spillman representative arrives on site, the Spillman representative shall notify an appropriate representative of Customer, if feasible, that there is no Customer IT representative present. If Customer's IT representative does not arrive within a reasonable time, no work will be performed and Customer will be charged for all expenses incurred and relating to the visit.
- 5.4 All communications between Customer and Spillman must be in the English language.
- 5.5 Customer is responsible for providing one or more qualified Spillman Application Administrators as described in Section 6. At least one Spillman Application Administrator must be available at all times (however, after-hours availability is required only when and if Customer is requesting after-hours support from Spillman).
- 5.6 Customer is responsible for providing all network and server security.
- 5.7 Customer must provide Spillman with information sufficient for Spillman to duplicate the circumstances under which an Error in the Licensed Program became apparent.

## Section 6: Spillman Application Administrator Requirements

- 6.1 The designated Spillman Application Administrator must be certified by Spillman within one year of the agency's go-live date of the Licensed Program. The designated administrator must meet the following requirements in order to certify at the basic level:

- 6.1.1 Attend and participate in, and successfully pass the final written and practical examinations from the following courses within one hundred twenty (120) days of installation of the Licensed Program:

- i. System Introduction – Inquiry,
- ii. System Introduction – Data Entry & Modification,
- iii. Unix Fundamentals Training (AIX, or HP-UX),
- iv. Basic System Administration, and
- v. Spillman training applicable for the Spillman applications used by Customer.

- 6.1.2 Pass the Basic SAA exam within one year after the agency's go-live date.

- 6.2 Customer will be responsible for the costs of such training, including any course fees, travel and lodging expenses.
- 6.3 Contact information for the Spillman Application Administrators must be recorded in Appendix A of this Agreement. Appendix A must be signed by an authorized representative of Customer. Changes to the information recorded in Appendix A will require that a new Appendix A be completed, signed and filed with Spillman.
- 6.4 Requests for support services received by anyone other than a Spillman Application Administrator as identified in the current Appendix A on file with Spillman, will be refused.
- 6.5 Each designated Spillman Application Administrator must be qualified to address, or have other support resources to address, without the aid of Spillman, all problems relating to hardware, software or operating system not directly associated with the Licensed Program.

## Section 7: Fees and Charges

- 7.1 Customer shall pay Spillman the Support Fee, as set forth in the Purchase Agreement, and any other charges or fees described herein. Spillman reserves the right to change its Support Fee, effective upon no less than 90 days prior written notice to Customer. Second-year level support fees, as referenced in the Purchase Agreement between Spillman and Customer, are charged beginning 15 months after the execution of the Purchase Agreement, regardless of date on which Customer's actual use of the Licensed Program began, except to the extent any delay in such use is due to the fault of Spillman. Additionally, adjustments to Support Fees may result from changes in (1) software prices, (2) number of software modules used, (3) an increase in Customer's size (as further described in Section 7.6), (4) computer hardware, (5) Coverage Hours selected by Customer, or (6) violation of the restrictions set forth in Section 4.4 of this Agreement.
- 7.2 Spillman shall invoice Customer for annual Support Fees at the beginning of each contract year. In the event that additional billable work is performed, all billable charges and expenses will be invoiced to Customer at the beginning of the month following the month in which they accrued or were incurred. Customer shall pay the invoiced amounts immediately upon receipt of such invoices. Any amount not paid within thirty (30) days after the invoice date shall bear interest at the lesser of eighteen (18) percent per year or the highest rate allowed by applicable law.
- 7.3 Customer shall be responsible for and agrees to pay the



fees and charges incurred for procuring, installing, and maintaining all equipment, telephone lines, modems, communications interfaces, networks and other products necessary to operate the Licensed Software.

- 7.4 Customer agrees to pay additional charges according to the Spillman Fee Schedule for all work required by Customer and performed outside of Coverage Hours. These charges are applicable for any work performed outside of the Coverage Hours, REGARDLESS OF THE CAUSE, even if the requested work was reported and/or initiated during normal Coverage Hours.
- 7.5 Should Customer request onsite support services, Customer shall reimburse Spillman for all labor, travel, and related expenses incurred by Spillman in providing such support services.
- 7.6 Additional Support Fees are also due if there is a significant increase in Customer's size with respect to use of the Licensed Program. An increase in size may arise either out of Customer's internal growth or out of a Host Agency/Shared Agency arrangement as described in Section 2.5 and Attachment A of the License Agreement. Relevant factors include number of employees, number of dispatchers and/or number of jail beds. Payment of such additional Support Fees is due within thirty (30) days of the date of the invoice for such fees. Such fees will be prorated, based upon when during the contract year the increase in Customer's size occurred.

### Section 8: Proprietary Rights

- 8.1 All Releases and any other Spillman software or materials provided by Spillman to Customer hereunder shall be deemed part of the Licensed Program and are licensed to Customer pursuant to the terms and conditions of the License Agreement.
- 8.2 The Licensed Program and all Releases thereto are and shall remain the sole property of Spillman, regardless of whether Customer, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid Spillman for the use of the work product. Customer agrees, from time to time, to take such further action and execute any further instrument, including documents of assignment or acknowledgment, as may be reasonably requested by Spillman in order to establish and perfect its exclusive ownership rights. Customer shall not assert any right, title, or interest in such works, except for the non-exclusive right of use granted to Customer at the time of its delivery or on-site development. Customer agrees to provide Spillman with copies of such works upon request.

### Section 9: Disclaimer of Warranty & Limitation of Liability

- 9.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SPILLMAN DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE LICENSED PROGRAM, RELEASES, AND THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A

### PARTICULAR PURPOSE OR USE.

- 9.2 IN NO EVENT SHALL SPILLMAN BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES WHATEVER, HOWEVER CAUSED, EVEN IF SPILLMAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The cumulative liability of Spillman to Customer for all claims arising in connection with this Agreement shall not exceed the total fees and charges paid to Spillman by Customer under this Agreement within the most recent 12-month period from the date the cause of action arose.
- 9.3 No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by either party more than three (3) years after such cause of action occurred. However, action for nonpayment may be brought within two (2) years the date of the last payment was received by Spillman.

### Section 10: Termination

- 10.1 This Agreement shall automatically terminate immediately upon termination of the License Agreement for any reason.
- 10.2 Either party may terminate this Agreement:
  - 10.2.1 If either Spillman or Customer provides a written notice to the other party, at least 90 days prior to the end of the then-current Term, of its intent to terminate the Agreement at the end of such Term; or
  - 10.2.2 Upon 30 days prior written notice, if the other party has materially breached any provision of this Agreement and the offending party has not cured such breach within the 30-day notice period.
- 10.3 Following termination of this Agreement, Spillman shall immediately invoice Customer for all accrued fees, charges, and reimbursable expenses; and Customer shall pay the invoiced amount immediately upon receipt of such invoice. The License Agreement shall automatically terminate at the same time as termination of this Agreement, and Customer shall promptly return to Spillman the Licensed Program and all related documentation and materials, including all Releases, work and materials provided by Spillman hereunder.

### Section 11: Miscellaneous

- 11.1 Spillman and Customer acknowledge that they have read this Agreement in its entirety and understand and agree to be bound by its terms and provisions. Spillman and Customer further agree that this Agreement is the complete and exclusive statement of agreement of the parties with respect to the subject matter hereof and that this Agreement supersedes and merges all prior proposals, understandings, and agreements, whether oral or written, between Spillman and Customer with respect to the subject matter hereof. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.
- 11.2 In the event that any term or provision of this Agreement is held invalid, illegal, or unenforceable, it shall be severed and



the remaining terms and provisions shall be enforced to the maximum extent permitted by applicable law.

- 11.3 Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party, except to a successor of all or substantially all of its business and assets.
- 11.4 The waiver by either party of any term or provision of this Agreement shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right that such party may hold under this Agreement.
- 11.5 This Agreement will be governed by the laws of the state of Utah, not including conflicts of laws provisions. The parties hereby submit to the exclusive jurisdiction and venue of Utah state and federal courts with respect to any action between the parties relating to this Agreement. In any such action, the prevailing party shall be entitled to an award of its reasonable costs and attorneys' fees from the other party.
- 11.6 Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, or sent by commercial overnight delivery service with provisions for a receipt.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

**Section 12: Signatures**

Accepted and Approved:

Customer DOUGLAS COUNTY, NV  
By: *Doug N Johnson*  
Print Name: DOUG N JOHNSON  
Title: Vice Chairman  
Date: 12/21/06

Spillman Technologies, Inc.  
By: *Lance Clark*  
Print Name: Lance Clark  
Title: President  
Date: 12/8/06



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# SPILLMAN® COMPUTER SOFTWARE END-USER LICENSE AGREEMENT

09/09/2005

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This Computer Software End-User License Agreement ("Agreement") is made and entered into effective as of the date this Agreement is signed by both parties below, and is by and between:

**Spillman Technologies, Inc. ("Spillman")**  
4625 West Lake Park Blvd  
Salt Lake City, UT 84120

and

**Douglas County ("Customer")**  
1625 8<sup>th</sup> Street  
Minden, NV 89423

Licensee desires to license from Spillman certain software owned by Spillman, as set forth in the Sales Quote/Purchase Agreement(s) ("Purchase Agreement") executed by the parties in connection with this Agreement, and Spillman desires to grant such a license to Licensee, pursuant to the terms and conditions of this Agreement.

In consideration of the mutual agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

## Section 1: License

- 1.1 SPILLMAN'S LICENSED PROGRAM IS COPYRIGHTED BY SPILLMAN AND/OR ITS LICENSORS AND IS LICENSED (NOT SOLD). SPILLMAN DOES NOT SELL OR TRANSFER TITLE TO THE LICENSED PROGRAM TO LICENSEE. THE LICENSE OF THE LICENSED PROGRAM WILL NOT COMMENCE UNTIL LICENSEE HAS EXECUTED THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF SPILLMAN HAS RECEIVED, APPROVED, AND EXECUTED A COPY OF IT AS EXECUTED BY LICENSEE.
- 1.2 In consideration of the payment of the license fees set forth in the Purchase Agreement(s) pertaining hereto, Spillman grants Licensee a nonexclusive, non-transferable license to use the package of computer program(s) and data, in machine-readable form only, and related materials, including

documentation and listings, identified in the Purchase Agreement (the "Licensed Program"), subject to the terms of this Agreement (including the restrictions with respect to Utilities set forth in Section 7).

## Section 2: Scope of Rights

- 2.1 Licensee may install and use the Licensed Program only in Licensee's own facility. Licensee shall give Spillman written notice if the location of Licensee's facility changes.
- 2.2 Licensee may use and execute the Licensed Program only for purposes of serving the internal needs of Licensee's business, except as specifically set forth in this Agreement.
- 2.3 Licensee may make one copy of the Licensed Program in machine-readable, object code form, for nonproductive backup purposes only, provided that Spillman's proprietary notices are included.
- 2.4 Licensee may reproduce (photocopy) Licensed Program documentation according to Licensee's needs for the authorized use of the Licensed Program. Licensee may not distribute any original or reproduced copy for use outside of the Licensee's place of business and must not reveal it or any other Spillman documentation, or the Licensed Program itself, to competitors of Spillman or to any other third party unless they have a need to know such information for the proper purposes of this Agreement.
- 2.5 If Licensee and a third party entity (the "Shared Agency") desire to enter into an arrangement whereby Licensee will act as a "Host Agency" and permit the Shared Agency to access the Licensed Program through Licensee, the Shared Agency and Spillman will execute an Addendum Agreement for such arrangement and attach it to this Agreement as Attachment A. Spillman will bill Licensee directly for the applicable license fees, and Licensee agrees to be responsible for timely payment of such invoices. Licensee shall require the Shared Agency to comply with the terms of this Agreement and shall notify Spillman and cooperate as reasonably requested by Spillman in the event of any non-compliance.

## Section 3: Fees and Payments

The license fee for the Licensed Program is specified in the Purchase Agreement. Licensee must pay the license fee, according to the agreed payment terms set forth in the Purchase Agreement, directly to Spillman upon execution of this Agreement and prior to delivery of the Licensed Program.

## Section 4: Support

Spillman shall support the Licensed Program in the manner specified in the "Computer Software End-User Support Agreement" between the parties (the "Support Agreement"). Licensee is required to maintain the Support Agreement in force as a condition to the license of the Licensed Program under this Agreement.



## Section 5: Licensee Responsibilities

- 5.1 Licensee is responsible for selecting a Spillman Application Administrator (or, if the Licensed Program is Spillman's Millennium software, a System Administrator) who is qualified to operate the Licensed Program on Licensee's own equipment and is familiar with the information, calculations, and reports that serve as input and output of the Licensed Program. Spillman reserves the right to refuse assistance or to charge additional fees if the Spillman Application Administrator seeks assistance with respect to such basic background information or any other matters not directly relating to the operation of the Licensed Program.
- 5.2 Other components (hardware and/or software) may be required for the use of the Licensed Program. Spillman assumes no responsibility under this Agreement for obtaining and/or supporting such components except as expressly agreed in writing.
- 5.3 Licensee is responsible for ensuring a proper environment and proper utilities for the computer system on which the Licensed Program will operate.
- 5.4 Except as expressly agreed in writing, Spillman assumes no responsibility under this Agreement for converting Licensee's data files for use with the Licensed Program.

## Section 6: Proprietary Protection and Restrictions

- 6.1 Spillman shall have sole and exclusive ownership of all rights, title, and interest in and to the Licensed Program and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights and other intellectual property rights pertaining thereto), subject only to the rights and privileges expressly granted to Licensee herein by Spillman. The Licensed Program may also include software separately licensed to Spillman from third party licensors. Such third party software is sublicensed to Licensee and protected pursuant to the terms of this Agreement, and may be used only in conjunction with Spillman's Licensed Program. This Agreement does not provide Licensee with title or ownership of the Licensed Program or any component thereof, but only a limited license. Spillman and its licensors specifically reserve all rights not expressly granted to Licensee in this Agreement. Licensee must keep the Licensed Program free and clear of all claims, liens, and encumbrances.
- 6.2 Licensee may not allow any other agency, entity, or individual to use or have access to the Licensed Program in any manner other than inquire-only unless expressly authorized by Spillman. Except as specifically authorized by Spillman, queries may be conducted solely for Licensee's internal business purposes, and Licensee may not query the Licensed Program, or permit any third party to query the Licensed Program, for a third party's business purposes.
- 6.3 Licensee may not use, copy, modify, rent, share or distribute the Licensed Program (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized in writing by Spillman. Licensee may not translate, modify, reverse assemble, reverse compile, or otherwise reverse engineer the Licensed Program.
- 6.4 Licensee may not utilize or permit a third party to access or utilize any part of the Licensed Program (including the

Utilities) in any manner that competes, directly or indirectly, with any product or service provided by Spillman. This includes, without limitation, using the Licensed Program (or its Utilities) to develop any software, interfaces or other products that compete with Spillman's products or services, or using interfaces or other products connecting to the database of the Licensed Program in connection with a third party's competing product.

- 6.5 No service bureau work, multiple-user license, or time-sharing arrangement is permitted, except as expressly authorized in writing by Spillman. Licensee may not install the Licensed Program in any other computer system or use it at any other location without Spillman's express authorization obtained in advance (which will not be unreasonably withheld).
- 6.6 Licensee shall keep confidential all non-public information provided to Licensee by Spillman ("Confidential Information"), including the Licensed Program, future product plans, price lists, financial and business information, trade secrets, etc. Licensee shall not use Confidential Information for any purpose other than the authorized purposes of this Agreement. Licensee may disclose Confidential Information only to its employees who need to know such information, and who are bound to keep such information confidential. Licensee shall give Spillman's Confidential Information at least the same level of protection as it gives its own confidential information of similar nature, but not less than a reasonable level of protection.
- 6.7 Licensee hereby authorizes Spillman to enter Licensee's premises in order to inspect the Licensed Program in any reasonable manner during regular business hours, with or without prior notice, to verify Licensee's compliance with the terms of this Agreement.
- 6.8 Licensee acknowledges that, in the event of Licensee's breach of any of the foregoing provisions, Spillman will not have an adequate remedy in money or damages. Spillman shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request, without the necessity of posting bond, in addition to any other remedies that may be available at law or in equity.

## Section 7: License to Utilities; Restrictions on Usage

- 7.1 Spillman provides certain software utilities and tools (collectively, the "Utilities") as part of the Licensed Program. Such Utilities include Spillman's XML Query, ODBC Implementation code, cperl, dbdump, and dbload as well as any other software utilities provided by Spillman in connection with the Licensed Program. Spillman may add, modify or remove Utilities from the Licensed Program during the term of this Agreement. The Utilities contain material that is proprietary to Spillman and/or its licensors, and may be used only as permitted by this Agreement.
- 7.2 Licensee is permitted to use the Utilities for read-only operations in connection with the authorized use of the Licensed Program, but may not allow third parties to use the Utilities unless an authorized official of Spillman consents in writing. Licensee is NOT permitted to utilize the Utilities or any other software tools to write to Spillman's database in any manner, due to the potential for data corruption and system slowdown or damage. Licensee also may not permit any third party to write to Spillman's database in any manner.

7.3 Spillman is NOT responsible for any breach of warranty, damages to the Licensed Program or its database, data corruption, support issues, security issues or performance issues arising out of Licensee's or a third party's use of the Utilities or any other software not specifically licensed in this Agreement (including any third party querying or writing to the database).

### Section 8: Limited Warranty and Limitation of Liability; Indemnification

8.1 Spillman warrants, for Licensee's benefit alone, that the Licensed Program conforms in all material respects to the specifications for the current version of the Licensed Program as described in Spillman's Licensed Product Specification as of the date this Agreement is signed, and for a period thereafter of: a) Fifteen (15) months for Summit, or b) Twelve (12) months for Millennium.

This warranty is expressly conditioned on Licensee's observance of the operation, security, and data-control procedures set forth in the User's Manual included with the Licensed Program.

8.2 Spillman is not responsible for obsolescence of the Licensed Program that may result from changes in Licensee's requirements. The warranty in Section 8.1 shall apply only to the most current version of the Licensed Program issued by Spillman from time to time. Issuance of updates does not result in a renewal or extension of the warranty period. Spillman assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Licensed Program. Spillman is not responsible for any problems or errors with the Licensed Program or Licensee's system resulting from use of the cperl or dbload Utilities in any manner other than read-only. Licensee expressly acknowledges that any use of the "write" or "update" features of these Utilities may damage Licensee's database or cause other problems with its system.

8.3 As Licensee's exclusive remedy for any material defect in the Licensed Program for which Spillman is responsible, Spillman shall use reasonable efforts to correct or cure any reproducible defect by issuing corrected instructions, a restriction, or a bypass. In the event Spillman does not correct or cure such nonconformity or defect after Spillman has had a reasonable opportunity to do so, Licensee's exclusive remedy shall be the refund of the amount paid as the license fee for the defective or non-conforming module of the Licensed Program. Spillman shall not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the Licensed Program if Licensee has made any changes whatsoever to the Licensed Program, if the Licensed Program has been misused or damaged in any respect, or if Licensee has not reported to Spillman the existence and nature of such nonconformity or defect promptly upon discover thereof.

8.4 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SPILLMAN AND ITS LICENSORS DISCLAIM ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE LICENSED PROGRAM, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, TITLE, NON-INFRINGEMENT, AND ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

8.5 THE CUMULATIVE LIABILITY OF SPILLMAN AND ITS LICENSORS TO LICENSEE FOR ALL CLAIMS RELATING TO THE LICENSED PROGRAM AND THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL LICENSE FEES PAID TO SPILLMAN HEREUNDER. This limitation of liability is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective. Spillman shall have no liability for the loss of data or documentation, it being understood that Licensee is responsible for reasonable backup precautions.

8.6 IN NO EVENT SHALL SPILLMAN AND ITS LICENSORS BE LIABLE FOR ANY LOSS OF PROFITS; ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST LICENSEE BY THIRD PARTIES, EVEN IF SPILLMAN OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. This limitation upon damages and claims is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.

8.7 Spillman agrees to indemnify and defend Licensee from and against any and all third party claims, demands, lawsuits or legal actions arising out of any actual or alleged infringement of any trademark, copyright, trade secret, or U.S. patent by the Licensed Program, and Spillman will pay any liabilities, damages, costs and expenses (including reasonable attorneys' fees) finally awarded in such action or paid to settle the action. Spillman will not be required to indemnify Licensee unless (i) Licensee promptly notifies Spillman of any such claim; (ii) Licensee gives Spillman sole control of the defense and all settlement negotiations, and the authority to represent Licensee in defending the claim; and (iii) Licensee provides Spillman with any information and assistance that Spillman reasonably requests in defending against the claim. Licensee may, at its option and expense, be represented by separate counsel in any such action. If a court or other legal authority finds that any part of the Licensed Program infringes a third party's intellectual property rights, or if Spillman believes that it infringes, Spillman will use reasonable efforts to obtain a license under the rights that have been infringed, to modify the Licensed Program so it is no longer infringing, or to provide to Licensee substitute software that is non-infringing; provided that if in Spillman's judgment such options are not commercially reasonable, Spillman may terminate the license for the Licensed Program or the infringing portion thereof upon written notice to Licensee. Spillman will have no liability for infringement arising out of modification of the Licensed Program by any party other than Spillman, use of an outdated version of the Licensed Program, or the combination or use of the Licensed Program with any other software, hardware, equipment, product or process not furnished by Spillman, if use of the Licensed Program alone and in its current, unmodified form would not have been an infringement. Spillman is not liable for any infringement claims based upon third party software or hardware. This Section 8.7 states Spillman's entire obligation with respect to any claim for infringement or misappropriation of any third party intellectual property rights.

### Section 9: Term of Agreement; Termination

9.1 Licensee's license of the Licensed Program shall become effective upon the execution of this Agreement and shall continue perpetually unless otherwise terminated as provided



herein. This Agreement shall automatically terminate upon termination of the Support Agreement for any reason, including Licensee's failure to pay the required support fees.

- 9.2 Licensee may terminate this Agreement at any time upon written notice to Spillman, subject to any outstanding obligations and financial commitments of Licensee under the Purchase Agreement (e.g., Licensee's obligation to pay license fees is not rescinded by such termination).
- 9.3 Spillman may terminate this Agreement if Licensee breaches any material term of this Agreement, the Support Agreement or the Purchase Agreement and does not correct such breach within thirty (30) days following written notice of the breach from Spillman.
- 9.4 Upon termination of this Agreement, all rights granted to Licensee will terminate and revert to Spillman and/or its licensors. Promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of Licensee's possession or use of the Licensed Program, Licensee must return or destroy, as requested by Spillman, all copies of the Licensed Program in Licensee's possession (whether modified or unmodified), and all other Confidential Information and other materials pertaining to the Licensed Program (including all copies thereof). Licensee agrees to certify Licensee's compliance with such restriction upon Spillman's request. The terms of Sections 6, 7.3, 8.4, 8.5, 8.6, 8.7, 9.4, and 10 shall survive termination or expiration of this Agreement.

**Section 10: Miscellaneous**

- 10.1 This Agreement, the Purchase Agreement and the Support Agreement (if applicable), together with their attachments, if any, constitute the complete agreement between the parties with respect to the Licensed Program and other subject matter hereof. No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of each party.
- 10.2 Licensee may not assign or transfer this Agreement or any of its rights or duties hereunder to any third party without Spillman's prior written consent.
- 10.3 This Agreement will be governed by the laws of the state of Utah, not including conflicts of laws provisions. The parties hereby submit to the exclusive jurisdiction and venue of Utah state and federal courts with respect to any action between the parties relating to this Agreement. In any such action, the prevailing party shall be entitled to an award of its reasonable costs and attorneys' fees from the other party.
- 10.4 Any waiver by either party of a default or obligation under this Agreement will be effective only if in writing. Such a waiver does not constitute a waiver of any subsequent breach or default. No failure to exercise any right or power under this Agreement or to insist on strict compliance by the other party will constitute a waiver of the right in the future to exercise such right or power or to insist on strict compliance.
- 10.5 Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or

certified mail, return receipt requested, with proper postage affixed, or sent by commercial overnight delivery service with provisions for a receipt.

- 10.6 If any term of this Agreement is held to be invalid or void by any court or tribunal of competent jurisdiction, it shall be modified by such court or tribunal to the minimum extent necessary to make it valid and enforceable. If it cannot be so modified, it shall be severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.
- 10.7 In the event export of the Licensed Program is expressly permitted by Spillman, Licensee may only export the Licensed Program (including any related materials) as authorized by U.S. law and any other applicable jurisdiction. In particular, the Licensed Program may not be exported into any country where such export is prohibited by law, regulation or governmental order.

SPILLMAN DESIRES THAT LICENSEE BE CONFIDENT THAT THE LICENSED PROGRAM WILL SUIT LICENSEE'S NEEDS. ALTHOUGH LICENSEE MUST MAKE THAT DETERMINATION, SPILLMAN IS PREPARED TO FULLY DISCUSS THE LICENSED PROGRAM WITH LICENSEE AND ANSWER QUESTIONS. BY EXECUTING THIS AGREEMENT, LICENSEE ACKNOWLEDGES THAT IT HAS BEEN GIVEN AN ADEQUATE OPPORTUNITY TO INVESTIGATE LICENSEE'S COMPUTER AND SOFTWARE NEEDS AND THAT BASED ON ITS EXAMINATION OF THE LICENSED PROGRAM, LICENSEE FINDS THE LICENSED PROGRAM TO BE SATISFACTORY.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

**Section 11: Signatures**

Accepted and Approved:

Licensee: DOUGLAS COUNTY, NEVADA  
 By: *Doug N Johnson*  
 Print Name: DOUG N JOHNSON  
 Title: Vice Chairman  
 Date: 12/2/06

Spillman Technologies, Inc.

By: *Lance Clark*  
 Print Name: Lance Clark  
 Title: President  
 Date: 12/8/06





COPY

SEAL

**CERTIFIED COPY**

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: December 27 2006

B. GRIFFIN Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy



BK- 1206  
PG- 9978