

## **Statement of Work - Dispatch Modernization Project**

### **1. Principal Objective**

This Statement of Work (this "Agreement") is made and entered into as of 7 Jun 2004, by and between Relativity, Inc.(Relativity), and the City of Jonesboro with respect to the license of certain software products and the provision of certain related services and equipment by Relativity to the City of Jonesboro. In connection with Relativity's engagement by the City of Jonesboro as provided for herein, Relativity will license certain proprietary software products. In addition, Relativity will provide installation, project management, and training services. Relativity will also resell certain hardware and software products and will act as the prime contractor for any needed sub-contractors. Finally, Relativity will provide software and hardware support services directly for their own products and will act as the initial point of contact for support on the sub-contractors products. This Agreement is intended to (i) describe these various roles that Relativity has agreed to perform for the City of Jonesboro, (ii) set forth Relativity responsibilities with respect to each specific role, and (iii) establish the terms that will govern the relationship between Relativity and the City of Jonesboro with respect to each such role.

### **2. Standard Application Software Products**

Concurrently with the execution hereof, the parties will execute and enter into a Software License Agreement in the form of Exhibit 2 hereto pursuant to which Relativity will license to the City of Jonesboro the latest versions of the following proprietary software solutions:

1. RPS-CAD (Relativity Public Safety – Computer Aided Dispatch)
2. RPS-Ticket
3. RPS-Warrant (Desktop version only)
4. RPS-NFIRS
5. RPS-NCIC/ACIC interface component

The CompassCom server license will be furnished to accommodate up to 100 mobile units, additional licenses may be purchased as desired.

The products listed above and all other products not specifically mentioned are subject to all of the terms and conditions contained in each respective Software License Agreement. The City of Jonesboro acknowledges and agrees that the foregoing standard application software products to be licensed to the City of Jonesboro are standard "off-the-shelf" products under development and that Relativity is not obligated to provide any customization hereunder beyond what is specifically needed to satisfy the requirements set forth in the original RFP and the attached acceptance criteria (Exhibit 6). The City of Jonesboro acknowledges

and confirms that it has reviewed such software products and has determined that they are acceptable for the City of Jonesboro's purposes.

### 3. **Hardware Products**

Relativity shall sell to the City of Jonesboro the hardware products set forth on Paragraph 4.2 below. All other hardware products are to be GFE (Government furnished equipment).

### 4. **Professional Services**

#### 4.1. **Software Installation**

With respect to the software to be licensed to the City of Jonesboro as set forth in Section 2, above, Relativity will install and verify the operation of such software on the government furnished workstations and server(s) at the following location(s):

Central Dispatch Facility  
Attn: Bob Andrews  
411 West Monroe  
Jonesboro, AR 72401  
Phone: (870) 933-4694  
Email: bandrews@jonesboro.org

Relativity will also be installing component software from CompassCom Corporation on the server and selected workstations at the location listed above. For the avoidance of doubt, the CompassCom software is a third party software product which will be furnished by Relativity in the role of prime contractor. Warranties, if any, are the standard as provided by the original manufacturer. RELATIVITY PROVIDES NO WARRANTIES OF ANY KIND.FOR ANY THIRD PARTY SOFTWARE PRODUCT. The CompassCom warranty is shown as an addendum the Standard Relativity Software Warranty show in Exhibit 4a.

Installation of the foregoing software shall be deemed accepted when installation is complete and Relativity's standard installation and operation verification tests have been performed successfully. The City of Jonesboro assumes all responsibility for providing an appropriately configured environment for all application software to be provided by Relativity hereunder. The presence of an appropriately configured environment is a condition precedent to Relativity's responsibilities hereunder. In addition, as a condition to the installation of the E 9-1-1 Interface software, the City's existing 9-1-1 equipment must be appropriately configured to furnish the ANI/ALI spill and call taker position number to an RS-232 output proximal to the server on which RPS-CAD™ is installed and **Relativity** must receive the data layout specifications for the output string.

The success of the ACIC interface component rest fully with ACIC's willingness to work with Relativity and the City of Jonesboro to facilitate the implementation of the new and innovative technology. Relativity will not be responsible for any lack of cooperation on ACIC's part. If difficulties are encountered, they will be escalated to the Project Manager for guidance.

#### **4.2. Hardware Installation**

Relativity will be responsible for installing the AVL component in 65 vehicles pursuant to the original RFP. The vehicle installations include the AVL/GPRS Modem, the antenna, and the initial connection and programming for the same. The installation does not include any laptops or accessories for the laptops. Installation of such hardware shall be deemed accepted when installation is complete and Relativity's standard installation verification tests have been performed successfully. The City of Jonesboro is responsible for providing all electrical power which may be necessary or appropriate for the proper operation of said hardware.

#### **4.3. Training**

Because of the cascading nature of the project rollout, training will be conducted several times throughout the process. Relativity will provide direct and in-service training to all dispatch personnel on all components as they come on line. Train-the-trainer training will be provided for police and fire personnel for the ticket, warrant and NFIRS components as appropriate. Administrative training will be provided as appropriate to the designated system administrators.

#### **4.4. Project Management**

Relativity has assigned David McElhaney as Project Manager for the City of Jonesboro's project. In that capacity he/she will provide the following project management services:

1. Function as the primary point of contact for Relativity by maintaining regular project communications with the Project Manager designated by the City of Jonesboro in Paragraph 7, below;
2. Coordinate and document the project deliverables timeline, change control mechanisms, and other elements of the detailed Project Timeline described in Section 6, below, as developed after contract signing;
3. Monitor and direct progress of the implementation according to the Project Timeline as developed after contract signing;
4. Resolve any conflicts with or deviations from the Project Timeline with representatives from the City of Jonesboro through the use of the Change Order procedure described in Section 8, below;

5. Provide direction to the resources assigned to this project in accordance with this Agreement and the Project Timeline; and

6. Keep the City of Jonesboro informed about the progress of the project.

#### **4.5. Data Conversion**

Relativity shall provide migration maps of any data structures that the City of Jonesboro needs in order to migrate any desired historical data that they would like to have available for reference in the new systems(s). The City of Jonesboro will in turn provide the cross reference field names and locations from which to pull the data. The conversion mapping information shall be a collaborative effort between the two parties, and care will be taken by the City of Jonesboro to ensure the quality and integrity of any dataset to be imported into the Relativity databases. Participants should be aware that this information is highly proprietary, and any release of this information outside the organization is strictly prohibited in accordance with all applicable copyright laws and commercial protection regulations.

### **5. Maintenance and Ongoing Support**

Concurrently herewith, the parties will execute and enter into (i) a standard Relativity Support Service Agreement in the form of Exhibit 4A attached hereto pursuant to which Relativity will provide maintenance and support for the licensed standard application software and (ii) a Hardware Maintenance Agreement in the form of Exhibit 4B attached hereto pursuant to which Relativity will act as the point of contact with the hardware vendor to provide maintenance and support for the hardware set forth on Exhibit 4B. As a condition precedent to such services, the City of Jonesboro shall provide high speed access to the network to Relativity to the city's network for Relativity to perform necessary troubleshooting and maintenance functions.

The maintenance agreement for the Relativity furnished software components included in this contract shall be \$ 39,500 per year with the first installment due 1 year from the initial contract signing. This amount shall be protected for five years from the initial signing.

### **6. Project Timeline**

The parties agree to establish in good faith a reasonable Project Timeline including all major project milestones immediately following the execution hereof. The Project Manager from Relativity shall maintain the project schedule and will provide updates at the phase briefings as they are held at each phase completion. The base performance target timeline estimate is as follows:

Phase I – 3 Months from receipt of initial payment

Includes installation and configuration of AVL componentry.

Phase II – 6 Months from receipt of initial payment

Includes basic Computer Aided Dispatch functionality

Phase III – 12 Months from receipt of initial payment

Installation of Ticket, Warrant and NFIRS components, interfaces, and configurations.

## **7. City of Jonesboro Responsibilities**

### **7.1. Customer Responsibilities**

1. The City of Jonesboro (Customer) is responsible for ensuring that the project manager or a secondary representative of Customer is available for consultation with Company regarding the Services during regular business hours. In the event a representative of Customer is not available for consultation, the time for completion of the Services may be delayed.
2. Customer is responsible for supplying Company, on a timely basis, with such information and documents as are required by Company to perform the Services. In the event that such information, data, or documents are not delivered in a timely fashion, the scheduled completion date may be delayed as well.
3. Customer shall perform such work and make all necessary arrangement that may be necessary for Relativity to be able to perform its work as set forth in the acceptance document.

### **7.2. Project Manager**

The City of Jonesboro's Project Manager will act as a single point of contact during project implementation. The Project Manager is responsible for maintaining lines of communication within the City of Jonesboro. The Project Manager monitors installation of the network system and monitors project status through acceptance as defined in this Agreement. The City of Jonesboro has assigned Bob Andrews as Project Manager for the project. Alan Young shall be assigned as the Assistant Project Manager for contact purposes in the event Bob is not available. The Project Manager's duties include:

1. Function as the primary point of contact for the City of Jonesboro by maintaining regular project communications with the Relativity Project Manager;

2. Aid in the development of any additional procedural standards/documentation that may become necessary throughout the project;
3. Facilitate the evaluation and adjustment of the Project Timeline in conjunction with the Relativity Project Manager;
4. Ensure compliance with the Change Order procedure to resolve any conflicts or deviations from the Project Timeline with the Relativity Project Manager;
5. Provide direction to the City of Jonesboro resources assigned to this project in accordance with this Agreement and the Project Timeline; and
6. Review the Project Timeline with the Relativity Project Manager at regular intervals and sign off on payment request based on an agreed up percentage completion of the tasks being billed.

### **7.3. System Administration**

The City of Jonesboro is responsible for assigning and providing training for a Network Systems Administrator (NSA). For the Dispatch Modernization Project, The Jonesboro Department of Information Technology will assign an NSA for the project. The NSA will be responsible for the following:

1. Original setup and ongoing maintenance of system users and security preferences for the City of Jonesboro client-server network;
2. Design and ongoing maintenance of a regular systems back up plan;
3. Ensure that all system are adequately protected from power surges, spikes, and outages through the use of Uniform Power Supplies and backup power sources;
4. Monitor all systems equipment and coordinate maintenance when required;
5. Original setup and ongoing maintenance of users and of security preferences within the Relativity software suite of Standard Application Software products;
6. Act as the single point of contact for systems related issues; and
7. Configuration and Management of Windows workstations; and
8. Ensuring that Relativity has secure remote access available 24/7 so they can provide rapid reaction support to the users in the dispatch center as needed.

Relativity highly recommends that the NSA receive professional Microsoft

training from an authorized training center.

**8. Change Control**

Attached hereto as Exhibit 5 is Relativity’s Change Control Request Form. All material changes to the terms and conditions of the agreement between the City of Jonesboro and Relativity will require the execution by the parties hereto of an appropriate Change Control Request Form or must be evidenced by another written instrument executed by both parties hereto.

**9. Payments**

**9.1 Payments to Relativity**

In consideration for the services to be rendered, the hardware to be provided and the software to be licensed by Relativity as provided for herein, the City of Jonesboro agrees to pay to Relativity the amount of \$ 500,000 for the total project. Payments will be issued on request based on percentages of component completion or cost involvement as verified by the project manager in accordance with the schedule below.

Project Benchmark	Project Percentage	Subset Amount
AVL System	35%	\$ 175,000
CAD – Basic Dispatch Component	20%	100,000
CAD – Silent Dispatch	20%	100,000
CAD – Interfaces	10%	50,000
NFIRS Component	5%	25,000
Ticket/Warrant Components	10%	50,000

The City of Jonesboro shall also pay an additional amount equal to any and all taxes, duties, or other amounts, however designated, which are levied or based upon such charges, or upon this Agreement, or the Software System or any use thereof (as such terms are defined in the Software License Agreement), or upon services rendered, or upon storage media storing the Software. The contract receivable may be assigned by Relativity, Inc. to a financial institution if desired in order to make the ultimate funds available in a more timely fashion.

**9.2 Performance Clause**

9.2.1 Phase I - Relativity agrees to a penalty of 4,000 per week if the AVL server and the originally designated vehicles that have been available for installation are not functioning within the 90 day timeframe allocated in Phase I of the project adjusted for any approved change orders. Any late penalty will be withheld from

the original contract and will be deducted from the Phase I completion payment.

9.2.2 Phase II – Relativity agrees to a penalty of \$ 4,000 per week if the basic CAD functionality is not in place within the 180 day timeframe allocated in Phase II adjusted for any approved change orders of the project, unless other factors outside of Relativity’s control have prevented the completion of such. Any late penalty will be withheld from the original contract and will be deducted from the Phase II completion payment.

9.2.3 Phase III – Relativity agrees to a penalty of \$ 4,000 per week if the total project is not complete in 12 months adjusted for any approved change orders based on the original acceptance criteria as set forth in the original RFP. Any late penalty will be withheld from the original contract and will be deducted from the Phase III completion payment.

## **10. Other Terms**

### **10.1. Limitation of Liability**

THE LIABILITY OF RELATIVITY TO THE CITY OF JONESBORO FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IS LIMITED TO THE FEE PAID BY THE CITY OF JONESBORO TO RELATIVITY HEREUNDER. IN NO EVENT WILL RELATIVITY BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **10.2. Invalidity**

In the event that any provision of this Agreement is found to be invalid or unenforceable for any reason, such provision shall be deemed to be severable and shall not invalidate any other provision of this Agreement, and this Agreement, less such invalid or unenforceable provision, will remain in full force and effect, as modified.

### **10.3. Amendment**

This Agreement may not be altered, amended, or modified except in writing as further defined in Paragraph 8, above. A waiver of the right to enforce any right or obligation under this Agreement will not be construed as a waiver of any

subsequent right to enforce such right or obligation.

**10.4. Governing Law**

The terms of this Agreement shall be governed pursuant to the laws of the State of Arkansas. The parties hereto shall comply with all applicable Federal, State and local statutes, rules and regulations in fulfilling their respective responsibilities hereunder.

**10.5. Termination**

This Agreement may be terminated by either party if the other party defaults in the performance of any of its material obligations hereunder and such default continues for thirty (30) days after receipt of written notice from the non-defaulting party.

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

**RELATIVITY, INC.**

**CITY OF JONESBORO**

By: \_\_\_\_\_  
Dillon A. Watkins

By: \_\_\_\_\_  
Hubert Brodell

Title: President

Title: Mayor

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

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

## **EXHIBIT 2 SOFTWARE LICENSE AGREEMENT**

This Agreement is made and entered into as of [Month, Day, Year] by and between Relativity, Inc., an Arkansas corporation with its principal office at 1720 S. Caraway, Suite 2045 Jonesboro, AR 72401 ("Licensor") and the City of Jonesboro, (the "Licensee"), with its principal offices at 410 W. Washington, Jonesboro, AR 72401] (hereinafter referred to as "Licensee" or "User").

Whereas, Licensor is the owner of or has the right to sell and license the Software System (as defined below); and

Whereas, Licensee wishes to obtain from Licensor a non-exclusive solution as set forth in this Agreement.

### **WITNESSETH:**

The parties hereto agree to the following:

### **SOFTWARE PRODUCT LICENSE**

The SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is licensed, not sold.

1. GRANT OF LICENSE. This EULA grants you the following rights:

- Software. You may install, use, access, display, run, or otherwise interact with ("RUN") one copy of the Relativity SOFTWARE, on any workstation, or server owned by the City of Jonesboro.
- You may use the Software on a network, provided that you have a licensed copy of the Software for each computer that can access the Software over that network.
- Reservation of Rights. All rights not expressly granted are reserved by Relativity, Inc.
- Accessing Services Using the SOFTWARE. Your use of any service accessible using the SOFTWARE is not covered by this EULA and may be governed by separate terms of use, conditions or notices.

2. RESTRICTIONS.

- YOU MUST maintain all copyright notices on all copies of the SOFTWARE.
- YOU MAY NOT copy the documentation (printed or electronic) that accompanies the software for distribution to anyone not directly employed by your organization, and designated as a licensed user of the software.
- YOU MAY NOT sublicense, rent, or lease any portion of the Software.
- YOU NOR ANY PERSON IN YOUR ORGANIZATION CAN reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the software, or create derivative works of from the Software.

- **Software Transfer.** You may not transfer any of the rights under this EULA without express written permission from Relativity, Inc.
- **Exposure to Others - You may not for any reason** allow another software vendor to view, use, copy, or in any way have access to any Relativity software screens, components, or data sets. The compromise of our design and procedural innovations are such that such exposure jeopardizes the Relativity's future commercial advantage over the competition. If such an event occurs, you and your organization will be liable for civil penalties up to three times the potential lifetime revenue of the RPS modules in addition to any punitive or compensatory damages awarded by the judge or jury. We will not hesitate to bring suit.
- **Internal IT staff** - The copyrights on all Relativity software provide protection from reverse engineering, copying, or replication for any purpose. The only thing that we will prosecute more aggressively than exposure to an outside vendor is the copying of our methods, procedures, designs, or file structures by your organization's internal staff. We will offer no quarter if we become aware of such abuse of the software license, and will vigorously pursue every legal remedy available to us to achieve just retribution.
- **Support Services.** Relativity, Inc. may provide you with support services related to the SOFTWARE ("Support Services"), in its discretion. Use of Support Services, if any, is governed by the Relativity policies and programs described in the user manual, in "online" documentation, and/or other Relativity-provided materials. Any supplemental software code provided to you as a part of Support Services shall be considered part of the SOFTWARE and subject to the terms of this EULA. With respect to technical information you provide to Relativity, Inc. as part of the Support Services, Relativity, Inc. may use such information for its business purposes, including for product support and development. Relativity will not utilize such technical information in a form that personally identifies you except to the extent necessary to provide you with support.
- **Replacement, Modification and Upgrade of the Software.** Relativity reserves the right to replace, modify or upgrade the SOFTWARE at any time by offering you a replacement or modified version of the SOFTWARE or such upgrade and to charge for such replacement, modification or upgrade. Any such replacement or modified software code or upgrade to the SOFTWARE offered to you by Relativity shall be considered part of the SOFTWARE and subject to the terms of this EULA (unless this EULA is superseded by a further EULA accompanying such replacement or modified version of or upgrade to the SOFTWARE). In the event that Relativity offers a replacement or modified version of or any upgrade to the SOFTWARE, (a) your continued use of the SOFTWARE is conditioned on your acceptance of such replacement or modified version of or upgrade to the SOFTWARE and any accompanying superseding EULA and (b) in the case of the replacement or modified SOFTWARE, your use of all prior versions of the SOFTWARE is terminated.
- **No Liability for data loss or failure.** Each user organization/agency is responsible for ensuring that sufficient backup and data protection procedures are in place.

3. **TERMINATION.** Without prejudice to any other rights, Relativity may terminate this EULA if you fail to comply with the terms and conditions of this EULA. Relativity may terminate this EULA by offering you a superseding EULA for the SOFTWARE or any replacement or modified version of or upgrade to the SOFTWARE and conditioning your continued use of the SOFTWARE or such replacement, modified or upgraded version on your acceptance of such superseding EULA. In addition, Relativity may terminate this EULA by notifying you that your continued use of the SOFTWARE is prohibited. In the event that Relativity terminates this EULA, you must immediately stop using the SOFTWARE and destroy all copies of the SOFTWARE and all of its

component parts.

4. **COPYRIGHT.** All title and copyrights in and to the SOFTWARE (including but not limited to any images, photographs, animations, video, audio, music, text and "applets," incorporated into the SOFTWARE), the accompanying printed materials, and any copies of the SOFTWARE, are owned by Relativity or its respective suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. If this SOFTWARE contains documentation in electronic form, you may print one copy of such electronic documentation for each licensed user. You may not copy the printed materials accompanying the SOFTWARE.

5. **U.S. GOVERNMENT RESTRICTED RIGHTS.** All SOFTWARE provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial rights and restrictions described elsewhere herein. All SOFTWARE provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with RESTRICTED RIGHTS as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

6. **DISCLAIMER OF WARRANTIES.** RELATIVITY AND ITS SUPPLIERS PROVIDE THE SOFTWARE "AS IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY (IF ANY) IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF LACK OF VIRUSES, AND OF LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, OF QUIET ENJOYMENT, OR OF NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE IS WITH YOU.

7. **EXCLUSION OF ALL DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL RELATIVITY OR ITS SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ANY INJURY TO PERSON OR PROPERTY, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, FOR LOSS OF PRIVACY FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF RELATIVITY OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION OF DAMAGES SHALL BE EFFECTIVE EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

8. **LIMITATION AND RELEASE OF LIABILITY.** The SOFTWARE was provided to you at no charge and Relativity has included in this EULA terms that disclaim all warranties and liability for the SOFTWARE. To the full extent allowed by law, YOU HEREBY RELEASE RELATIVITY AND ITS SUPPLIERS FROM ANY AND ALL LIABILITY ARISING FROM OR RELATED TO ALL CLAIMS CONCERNING THE SOFTWARE OR ITS USE. If you do not wish to accept the SOFTWARE under the terms of this EULA, do not install the SOFTWARE. No refund will be made because the SOFTWARE was provided to you at no charge.

10. **GOVERNING LAW.** This software is governed and protected by the laws of the United States of America and the laws of the State of Arkansas, USA.

12. **QUESTIONS.** Should you have any questions, or if you desire to contact Relativity for any reason, please contact the Relativity representative in your area, or write: Relativity, Inc - Product

City of Jonesboro

Dispatch Modernization Project

Information, 1720 S. Caraway Road, Suite 2045, Jonesboro, AR 72401-5245, or visit us on the web at <http://www.relativeinc.com>.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

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## EXHIBIT 4A Support Services

Relativity, Inc., is committed to your ongoing success with the implementation of the SOFTWARE. The purpose of this exhibit is to explain the SUPPORT SERVICES provided by Relativity, Inc. in support of the individual or entity's installation of the SOFTWARE and use of the SOFTWARE after installation, and to prevent complications arising from misunderstanding or miscommunication of SUPPORT SERVICES. SUPPORT SERVICES are supplied only to licensed SOFTWARE users whether individual or entity on supported SOFTWARE releases and/or versions and on supported and/or documented SOFTWARE features.

Third-party hardware and software SUPPORT SERVICES covers products as referenced specifically with regard to SUPPORT SERVICES in the quotation. SUPPORT SERVICES for third-party software and/or hardware and associated components and/or systems whether pre-existing in the individual or entity network or installed after the SOFTWARE are not covered by this agreement.

For the percentage of SOFTWARE fees included in your software quotation, SUPPORT SERVICES are described as Basic Maintenance Services ("BASIC SERVICES") or Custom Services ("CUSTOM SERVICES"). All SUPPORT SERVICES are for the term of the EULA agreement of 12 calendar months from the date of the execution of the EULA with the individual or entity unless otherwise specifically stipulated in the EULA. Please refer to the first paragraph of the EULA for a definition of acceptance of the EULA and its Attachments. All SUPPORT SERVICES are supplied as related to the SOFTWARE only. Systems, hardware, components, networking, etc., not related to the SOFTWARE are not covered by this agreement. Relativity, Inc., will make reasonable efforts to provide the services described under BASIC SERVICES, which include:

- 24/7 telephone support consisting of a telephone number and response line. Turnaround for initial response not to exceed one day. Turnaround can consist of a return telephone call, a return voicemail, an email and other reasonable attempts to re-contact the individual or entity. Resolution of the support question is dependent on the nature of the question and complexity of the solution. Reasonable efforts will be made to provide the customer with a resolution as a result of the initial contact between Relativity, Inc. and the individual or entity. Status on complex situations will be provided on an "as needed" basis and on a mutually agreed timeframe between Relativity, Inc. and the individual or entity.
- Email support consisting of an email address and response message. Turnaround for initial response not to exceed an average of one day. Turnaround can consist of a return telephone call, a return voicemail, a return email and other reasonable attempts to re-contact the individual or entity. Resolution of the support question is dependent on the nature of the question and complexity of the solution. Reasonable efforts will be made to provide the customer with a resolution as a result of the initial contact between Relativity, Inc. and the individual or entity. Status on complex situations will be provided on an "as needed" basis and on a mutually agreed timeframe between Relativity, Inc. and the individual or entity.
- SOFTWARE installation consisting of installing the SOFTWARE on customer supplied server within the individual or entity's network. SOFTWARE installation assumes the customer meets all technical hardware, software, networking and remote access requirements as needed, identified and appropriate for SOFTWARE installation and routine maintenance. When Relativity, Inc., supplies all hardware and software required to meet installation requirements ("TURNKEY SOFTWARE INSTALLATION") for the SOFTWARE associated fees for the TURNKEY SOFTWARE INSTALLATION are

included in the overall fees in the quotation. For TURNKEY SOFTWARE INSTALLATION, Relativity, Inc. assumes that the individual or entity meets networking, remote access requirements, and other identified requirements as appropriate. As with all software installations, events or conditions may occur that are out of the control of Relativity, Inc., such as but not limited to electrical or computer network cabling, network access, remote access, etc. Correction of conditions or events outside the control of Relativity, Inc., is the responsibility of the individual or entity. SOFTWARE and/or TURNKEY SOFTWARE INSTALLATION may be halted until such events or conditions are resolved and are the operational and financial responsibility of the individual or entity. Travel and expense associated with one (1) business trip for the purposes of SOFTWARE or TURNKEY SOFTWARE INSTALLATION are included in BASIC SERVICES. Additional travel and expense associated with installation or other on-site support services will be approved by the individual or entity prior to the expenditure.

- One consulting session not to exceed two hours per 25 licensed users to identify high level business process requirements and provide basic information used by Relativity, Inc. to tailor the SOFTWARE to the licensed individual or entity use. BASIC SERVICES include the consulting session and two review cycles by the licensed individual or entity of the tailored software. Additional configuration and review cycles may be subject to additional CUSTOM SERVICES fees.
- Training ("TRAINING") consisting of live or virtual instruction (TRAINING conducted over a network or web-enabled training) of SOFTWARE operation per 25 licensed users at the individual or entity's location or a location mutually agreed to by the individual or entity and Relativity, Inc. Duration of training is subject to the SOFTWARE installation, Relativity, Inc. normal and prepared TRAINING materials, and a mutually agreed scheduled time between the individual or entity and Relativity, Inc. Expenses associated with the conduct of the training such as but not limited to facility rental, projector, flip chart(s), etc., if necessary, are the responsibility of the individual or entity. Travel and Expense associated with one (1) live or virtual TRAINING session when conducted in conjunction with the SOFTWARE INSTALLATION is included in the BASIC SERVICES. Additional travel and expense associated with TRAINING or other on-site support services will be approved by the individual or entity prior to the expenditure. Materials used in the TRAINING or created during or as a result of the TRAINING session are the sole property of Relativity, Inc. The individual or entity may copy or reuse training materials provided for distribution within the entity to licensed users only. Training materials may not be copied, reproduced, distributed or otherwise shared with individuals not officially employed by the entity, including partners, contractors, suppliers and/or competitors of Relativity, Inc. Outside suppliers can not be authorized by the individual or entity to provide Relativity, Inc. TRAINING without the express permission of Relativity, Inc.
- At its own discretion of Relativity, Inc. may establish a support website for the individual or entity. Should such a website be established and at Relativity, Inc's sole discretion, only licensed users may be provided access and, in some cases, only designated licensed users within an entity may have access. Through this website Relativity, Inc. may provide timely information, patches and maintenance releases it deems appropriate for the individual or entity. Such a website does not infer or imply that Relativity, Inc. will use the website as a sole, correct, or official source of support nor does it impose an obligation of timely or regularly scheduled website support.
- Software modifications, maintenance releases, or patches: Relativity reserves the right to replace or modify or upgrade the SOFTWARE at any time by offering you a replacement or modified version of the software. Any such replacement or modified software code or upgrade offered to you by Relativity, Inc. shall be considered part of the SOFTWARE and subject to the terms of the EULA (unless this EULA is superseded by a

further EULA accompanying such replacement or modified version of or upgrade to the SOFTWARE. In the event that Relativity offers a replacement or modified version of or any upgrade to the SOFTWARE, (a) your continued use of the SOFTWARE is conditioned upon your acceptance of such replacement or modified version of our upgrade to the SOFTWARE and any accompanying superseding EULA and (b) in the case of the replacement or modified SOFTWARE, your use of all prior version of the SOFTWARE is terminated. In any case, replacements, modifications and/or upgrades will be made available to you only under the terms of a fully paid service agreement and only for the term of the service agreement. Support for preceding version of the SOFTWARE will terminate 90 days after a replacement, modification and/or upgrade is offered to you. Extensions for pre-existing versions of the software are on a case-by-case basis between Relativity Inc. and the individual or entity and must be received and agreed to in writing between Relativity, Inc and the individual or entity. Software modifications, maintenance releases or patches do not include new released versions of the SOFTWARE for which separate pricing schedule addresses.

BASIC SERVICES are renewed annually. Such renewal is automatic unless the licensed individual or entity notifies Relativity, Inc. in writing of the desire to terminate SUPPORT SERVICES

CUSTOM SERVICES are based on a separately detailed Statement of Work and cover specific duties in addition to of BASIC SERVICES. CUSTOM SERVICES fees are outlined separately on the SOFTWARE quotation and are separate from fees associated with BASIC SERVICES. CUSTOM SERVICES are provided for the term or duration outlined in the Statement of Work and may include any of the following services in any combination for which specific and detailed fees have been identified and agreed to and for which a fully executed Statement of Work between the licensed individual or entity and Relativity Inc. exists:

- On-site full time support consisting of Relativity, Inc., authorized individual(s) to provide SOFTWARE installation, TRAINING and other specifically detailed support directly to the licensed individual or entity specifically on topics and duties associated with the SOFTWARE.
- Centralized support contact for the licensed individual or entity to provide timely response on a mutually agreed schedule and to act as sole contact between the licensed individual or entity and Relativity, Inc.
- Escalation contact directly between the designated Relativity Inc. on-site support representative and Relativity, Inc. designated representative.
- Test suite and/or custom engineering services per a mutually agreed, pre-approved schedule to run test scenarios to repeat or isolate situation(s) requiring SUPPORT SERVICES, custom configuration and/or custom programming to the SOFTWARE.
- Individualized support, identification, diagnosis and resolution of situations and project requirements related to the SOFTWARE usage by a licensed individual or entity.
- Specific support website with regularly updated content, user profile and routine maintenance schedule.
- New SOFTWARE versions released during the term of the CUSTOM SERVICES Statement of Work.

**EXHIBIT 4A – Addendum  
CompassCom Warranty**

COMPASSCOM warrants for a period of one (1) year from your date of purchase that (i) the media provided by COMPASSCOM, if any, on which the Software is recorded will be free from defects in materials and workmanship under normal use, and (ii) the COMPASSCOM Software will substantially conform to COMPASSCOM's published specifications for the Software. COMPASSCOM's entire liability and your sole and exclusive remedy for any breach of the foregoing limited warranty will be, at COMPASSCOM's option, replacement of the media, refund of the purchase price or repair or replacement of the Software.

**THIS LIMITED WARRANTY IS THE ONLY WARRANTY PROVIDED BY COMPASSCOM AND COMPASSCOM AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, CONDITIONS OR OTHER TERMS, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES, CONDITIONS OR OTHER TERMS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SOFTWARE AND ACCOMPANYING WRITTEN MATERIALS. FURTHERMORE, THERE IS NO WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE OR AGAINST INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS BY THE SOFTWARE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE TERMS OF THIS DISCLAIMER AND THE LIMITED WARRANTY UNDER THIS SECTION 5 DO NOT AFFECT OR PREJUDICE THE STATUTORY RIGHTS OF A CONSUMER ACQUIRING THE SOFTWARE OTHERWISE THAN IN THE COURSE OF A BUSINESS, NEITHER DO THEY LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY COMPASSCOM'S NEGLIGENCE.**

## **EXHIBIT 4B Hardware Warranty**

### **Warranty Detail for the Sierra Wireless Modem Components**

For three years after the date of shipment, from SIERRA WIRELESS, SIERRA WIRELESS will at its sole discretion, replace, repair, or furnish credit for the MP by the buyer which, in SIERRA WIRELESS's judgment, has a defect in material or workmanship, provided the product is returned, transportation charges prepaid, to SIERRA WIRELESS with SIERRA WIRELESS's prior permission and return authorization number, and provided further that the product has not been misused (including electrostatic discharge), improperly operated, or subject to unauthorized repairs or modifications.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS OR OF SUITABILITY FOR A PARTICULAR PURPOSE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON SIERRA WIRELESS'S PART, AND SIERRA WIRELESS NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR SIERRA WIRELESS ANY OTHER LIABILITIES IN CONNECTION WITH THE SALE OF THE SAID PRODUCT. If SIERRA WIRELESS's examination does not disclose a defect in material or workmanship on a product claimed to be defective, buyer agrees to pay SIERRA WIRELESS's established charges for unpacking, testing, and re-packing the product for reshipment to the buyer. This provision states buyer's exclusive and sole remedy for breach of warranty. This provision does not extend the original warranty period for any product that has been repaired or replaced by SIERRA WIRELESS.

This warranty is the only warranty made by SIERRA WIRELESS with respect to the goods delivered hereunder, and may be modified or amended only by a written instrument signed by a corporate officer of SIERRA WIRELESS and accepted by buyer.

Products which at buyer's request are delivered without complete encapsulation, testing or are otherwise not finished are specifically excluded from the warranty set out herein. Prototypes are specifically excluded from the warranty set out herein. All such products and prototypes are sold as is.

### EXHIBIT 5 CHANGE CONTROL

**Relativity, Inc. Change Request Form**

**Change/Enhancement Request #:** \_\_\_\_\_

**Date of Request:** \_\_\_\_\_ **Requested by:** \_\_\_\_\_

**Customer Name:** \_\_\_\_\_

**Description** \_\_\_\_\_

**of** \_\_\_\_\_

**Service** \_\_\_\_\_

**Comments:** \_\_\_\_\_

**Date Received:** \_\_\_\_\_ **Received by:** \_\_\_\_\_

**Estimated hours:** \_\_\_\_\_ **Estimated date of completion:** \_\_\_\_\_

**Customer P.O.:** \_\_\_\_\_ **Revised cost:** \_\_\_\_\_

**Payment Terms:** \_\_\_\_\_

**Effect on Project Schedule:** \_\_\_\_\_

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Relativity, Inc. Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

- Note: 1. For additional hardware &/or software please attach an Inventory Request Form.  
 2. For effects on project schedule please attach revised timeline

## EXHIBIT 6 ACCEPTANCE CRITERIA

### Phase I

90 Days

#### AVL Acceptance Criteria

Num	Criteria	Completion Date
1	Vehicle locations should be visible on a map on each terminal in the dispatch center.	
2	Vehicle positions should be updated no less that every 10 seconds if the vehicle is moving. Vehicle position updates will be movement dependent. If the vehicle is not moving, updates will likely be set to every 5 minutes. If the vehicle is moving > x miles per hour, then the updates will be set for every 10 seconds. Both of the times above are configurable at the individual GPS units.	
3	AVL system will be installed with a proper license level to support 100 vehicles that will initially be composed of both police and ambulance units.	
4	Proposals should include minimum-cost solution for AVL equipment for ambulances, as ambulance companies may be required to purchase the equipment for their own vehicles.	
5	AVL-equipped vehicles should be tracked throughout Craighead county. (The Relativity and CompassCom components have the ability to track vehicles anywhere that has sufficient GPRS signal on the AT&T wireless network, neither is responsible for signal quality or coverage).	
6	AVL equipment in vehicles will be installed in at least 50% of the vehicles workmanlike manner to minimize potential damage or disabling of the unit.	
7	AVL capacity- the AVL system and associated software components are priced at the (up-to) 100 vehicle level, but is capable of growth beyond that level with the purchase of additional licenses.	
8	These vehicles can be from any departments including, but not limited to Fire, Police, ambulances, etc, each with the refresh rate capabilities described in item 2.	
9	CompassTrac Client software for Vehicle Location and Mobile Asset Tracking.	
10	CompassFDE (Fleet Data Engine) Universal AVL and Mobile Asset Tracking Server Software installed and tested.	
11	System allows for variable send rates down to 1 per second, and allows four data bits to be sent with each transmission (Ignition on, Lights on, Panic pushed, etc).	
12	Add on will be available that will allow web base tracking of AVL assets. This would allow ambulance companies, Police management, and sheriff's office management to login and view their unit's activities any time day or night. This component also allows for action playback and situation capture for a given time frame. This add-on is not included in the initial purchase.	

**Phase II**

180 Days

**CAD Acceptance Criteria**

Num	Criteria	Completion Date
	<b>Map Interface</b>	
1	The maps of Jonesboro and Craighead County, as provided by the City and County, should be visible on a monitor at each dispatch station in the dispatch center.	
2	When a call is received by the dispatch center, the location should automatically be highlighted on the map if the location exists on the map; if the location does not exist, the closest existing location should be highlighted. Police and fire districts for that location should be displayed based on the GIS layers described above. City will be responsible for maintaining the layers as described.	
3	Dispatchers shall have the option of dispatching a police unit based on distance or choice.	
4	Administrators should be able to update the Jonesboro/Craighead County map layers at a single location. Those updates should be visible to dispatchers without any major interruption to the dispatchers without any major interruption to the dispatchers' operations.	
5	Fire Assignment presets for a given zone (with address override)	
	<b>9-1-1 Inbound Interface</b>	
6	The system should be compatible with E-911 database as supplied by SBC with Plant Equipment. The ANI/ALI information received will tie into the Mapping and GPS/AVL to display the address and the nearest Police and EMS units.	
7	Interface with 9-1-1 (MARS System)	
	<b>Ambulance Assignment</b>	
8	Dispatchers should have the option of dispatching an ambulance based on the distance, choice, or rotation.	
	<b>Wrecker Rotation</b>	
9	Dispatchers should have the option of dispatching a wrecker based on choice or rotation.	
	<b>Relativity Intelli-prompt</b>	
10	The CAD should give dispatchers a list of procedures to follow based on the type of emergency.	
11	Interview system based on call type to ensure proper information capture	
	<b>Alarm Tracking</b>	
12	The CAD should be able to track false alarms and provide a report of frequent violators.	
	<b>Mobile Unit Interface</b>	
13	Silent Dispatch	
14	Two way messaging between dispatch and mobile units	
15	When a unit with a laptop computer is dispatched, all relevant information on the call should be automatically transmitted to the laptop in that car.	

16	Police street supervisors should be able to view what call his/her officers are working.	
17	Officers will be able to perform traffic stops via CAD.	
18	Officers checking driver's license or vehicle license will automatically check the subject through ACIC/NCIC and local city/county warrants databases.	
	<b>Dispatcher Interface</b>	
19	All dispatchers can see all active calls	
20	Ability to schedule event reminders	
21	Ability to add watch lists (Parolees, Bolos, etc.)	
22	Two way messaging between dispatch and mobile units	
23	Queued calls can be displayed in priority handling order	
24	Incidents can be placed in queue if all units are occupied	
	<b>Warrant Interface</b>	
25	Automatic master name/warrant check by name across both city and county databases	
	<b>Offense Incident Interface</b>	
26	On the fly capture of offenses related information and issuance of case numbers	
	<b>Stored Address Detail</b>	
	Ability to add special instructions / warnings on a given address. (medical patient on oxygen, bed bound patient, known/suspected drug activity location, resident with history of violence, hazardous materials, Guard dog on premises, etc.)	
27	Business contact information can be added to any stored address	
28	Fire Assignment presets for a given address to override polygonal zone assignment	
29	Location history ( recent and historical)	
	<b>Metrics and Activity reporting</b>	
30	Extensive online and up-to-date metrics available to personnel (Chiefs, Assistant Chiefs, Captains, Sheriff's, etc.) with proper access so that staffing decisions, area coverage, and other management decisions can be easily made	
31	The CAD should provide statistics for administrative use; i.e. highest crimes area, robberies, thefts, rapes, etc. Also how many police, fire, EMS, and wreckers were called to action per shift, day, month, and year	

**Phase III**

**12 Months**

**NFIRS Acceptance Criteria**

Num	Criteria	Completion Date
1	Software must conform to NFIRS reporting system.	
2	Automatically captures NFIRS base information from the call-taker interview screen.	
3	Allow each station to pull-up the NFIRS form via an Internet Explorer browser interface from any internet connection (with proper rights/sign-on) to complete the run reports on-line.	
4	System will perform pre-validation of information in accordance with NFIRS 5.0.	
5	Allows scanning and/or online entry of inspection reports to make them available in the CAD system and to associate them with their respective address.	
6	Pre-set run lists for given addresses can be pre-loaded.	

**Ticket System Acceptance Criteria**

Num	Criteria	Completion Date
1	Allows name/address capture from card swipe (if installed)	
2	Allows entry of ticket into central database.	
3	Allows search and retrieval of ticket information	
4	Provides management reports of ticket activity	

**Warrant System Acceptance Criteria**

Num	Criteria	Completion Date
1	Allow entry of both misdemeanor and felony warrants for tracking	
2	Provides warrant reports by location, individual, and amount.	
3	Provide management statistics of warrant service effectiveness	

**Collection Management System Criteria**

Num	Criteria	Completion Date
1	Entry screen for collection items	
2	Collection item activity reports (ageing, dollar value range, etc)	

**Jail Records Interface Acceptance Criteria**

Num	Criteria	Completion Date
1	Provides query capability into inmate population (with rights).	
2	Provides ability for officer to send pre-booking information to intake stations within the Jail netting a substantial savings in processing time and lost productivity.	