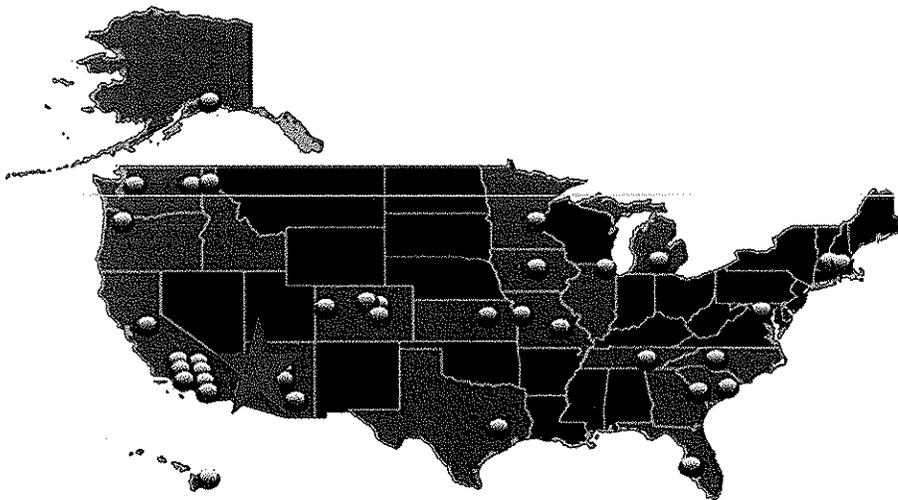


Proposal for: Prescott Police Department

Prepared by Knowledge Computing Corporation

Date: June 11, 2010



AGREEMENT FOR SERVICES

THIS AGREEMENT is made effective this _____th day of _____, _____, by and between Prescott Police Department, (hereinafter "Customer"), and KNOWLEDGE COMPUTING CORPORATION (hereinafter "KCC"), a corporation formed and existing under the laws of the State of Delaware, with its principal place of business at 7750 E. Broadway Blvd, Suite 100, Tucson, Arizona 85710.

Article I. ENGAGEMENT

Whereas: Customer has made agreements with agencies in the existing **Maricopa County Sheriff's Office** COPLINK Node in an information sharing initiative.

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

A. Services.

1. KCC will integrate the Customer data sources identified and chosen by Customer into the existing Maricopa County Sheriff's Office COPLINK Node. The complete description of the services—Integration Services—is enumerated in Schedule 1(c).
2. The Maricopa County Sheriff's Office is the fiscal agent for the existing Maricopa County Sheriff's Office COPLINK node. The data base is housed in Phoenix, AZ.

B. Training.

KCC will provide training for authorized users, specified in Schedule 1(g), as described in Schedule 3.

C. Maintenance and Support Services.

KCC will provide maintenance and support services, as described in Schedule 4.

D. Responsibilities of Customer.

1. Customer will provide a data network connection employing TCP/IP between the data sources listed in Schedule 1(d) and the installed COPLINK System.
2. Customer will provide an internal project manager to coordinate all Customer decisions relating to this Agreement.
3. Customer will identify a command-level decision maker.
4. Customer will designate authorized users to be trained at sessions provided by KCC under Article I, Section B.
5. Customer is responsible for providing sufficient access for COPLINK installation. Customer may be required to intercede with third-party vendors of data sources owned, licensed to, and/or operated by Customer in order to facilitate the data mapping and migration of such data to the COPLINK Solution Suite. Refusal by a third-party data source vendor to cooperate with KCC to allow creation of a reasonable access and migration mechanism for the COPLINK system shall remove any obligation on the part of KCC to include the data source. Customer should ascertain the level of cooperation provided by third-party vendors prior to contract signing.

6. Customer will provide remote connectivity via VPN or other secure dialup access to Customer Site to be used by KCC personnel at our office in Tucson, Ariz., for the purposes of installation, testing and system maintenance.
7. Customer will facilitate the acquisition by KCC personnel of Customer and third party vendor resources necessary for the successful operation of the COPLINK Solution Suite including, but not limited to:
 - a. Database backup data
 - b. Database backup data one week later
 - c. Sample records from each of the systems to be integrated
 - d. Document restrictions and requirements
 - e. Rules for user groups (white, grey and black)
 - f. Breakdown of beats, divisions and grids
 - g. Map shape files
8. The server for the existing node is already in place. Customer will require an intermediary box for this integration. The specifications for the box are listed in Schedule 1 (h). The intermediary box price has been included in this contract.

E. Acceptance Testing.

Refresh Acceptance Testing shall be performed based on Schedule 6. Data Acceptance Testing shall be performed based on the forms in Schedule 5a and Schedule 5b —Data Validation and Data Acceptance.

Article II. LICENSE

The license terms for the COPLINK Solution Suite software are described in the End-User License Agreement (EULA) attached in Schedule 7.

Article III. CONSIDERATION, REPORTS AND METHOD OF PAYMENT

A. Consideration.

1. In consideration for the products and service provided under this agreement, Customer shall pay to KCC a total sum not to exceed **TOTAL PROJECT COST in Schedule 1(g)**. KCC shall charge Customer only in accordance with this amount.
2. Customer will be billed according to the Payment Schedule, as specified in Schedule 1(g). Customer payment terms will be specified as invoiced, net 30 days.

B. Taxes.

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

C. KCC Payments.

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

D. Invoices Required.

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

E. Late Payment.

Any invoices that are paid 30 days after invoice date will be subject to a one-time 1.5% penalty.

F. Customization.

Custom engineer work shall be defined as any work deemed special or custom in nature and not specifically detailed in Schedule 1 of this agreement, or any additional supplements and/or appendices pertaining thereto. If custom engineering work is required, and approved in writing by Customer, KCC shall charge \$250 per hour to perform said work.

Article IV. SECURITY OF INFORMATION

A. Criminal History Data.

KCC agrees that those personnel or subcontractors who work directly with any sensitive and confidential data will undergo background investigations, conducted by the Tucson Police Department (TPD), and complete Arizona Department of Public Safety terminal operator certification (TOC) testing prior to having access to the information. Any facilities used for this project that house highly sensitive and confidential data will be secure, and access limited to persons who have been cleared by the TPD or the law enforcement agency responsible for the Customer node and work station locations.

B. Secure Facility.

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

C. Security Procedures.

KCC shall establish and maintain procedures and controls that are acceptable to Customer for the purpose of assuring that no information contained in its records or obtained from Customer or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Records and other sensitive data will be retained by KCC at KCC facilities only as long as needed for completion of the Agreement, unless otherwise agreed to, in writing.

Article V. CONFIDENTIALITY

A. General.

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

The confidentiality and use obligations set forth above apply to all or any part of the confidential information disclosed hereunder except to the extent that:

1. KCC or Customer can show by written record that it possessed the information prior to its receipt from the other party;
2. The information was already available to the public or became so through no fault of KCC or Customer;
3. The information is subsequently disclosed to KCC or Customer by a third party that has the right to disclose it free of any obligations of confidentiality; or
4. Is independently developed by the other party without breach of this agreement.

B. Improper Disclosure.

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

C. Survival of Conditions.

The terms and provisions of this article shall survive the termination of this agreement, for any reason, for a period of five (5) years, unless otherwise agreed upon by the parties.

D. Improper Acts.

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

Article VI. OWNERSHIP

A. Software Ownership.

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

B. Data Ownership.

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

Article VII. WARRANTIES

A. Material Errors

KCC warrants that if, during the 90-day period after final refresh acceptance, Customer notifies KCC that the COPLINK Solution Suite contains an error that materially and adversely affects the law enforcement activities of Customer, KCC will at no cost to Customer use its best efforts to either correct the error or provide a reasonable workaround for such error. KCC does not warrant that the functions contained in the COPLINK Solution Suite software will meet the requirements of Customer, nor that the operation of

COPLINK Solution Suite software will be uninterrupted or error-free. The warranties set forth in this Section do not cover any copy of the KCC software that has been altered or changed in any way by Customer or any authorized user.

During the warranty period, KCC will provide changes to the software mutually agreed upon by the parties for software troubleshooting and program code debugging only. No customization of the COPLINK system products will occur beyond that stated in the Statement of Work.

B. Exclusions.

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

C. Limitations.

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

Article VIII. DURATION

A. Duration.

This agreement shall be in effect until the final acceptance of the installed COPLINK System, as specified in Article III, Section D, unless terminated, canceled or extended as otherwise provided herein. Upon final acceptance, KCC will deliver to Customer an annual maintenance agreement that will cover the twelve (12) month period subsequent to warranty period, provided Customer makes the annual maintenance agreement payments as specified in Schedule 1(g).

B. Improper Inducements.

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

C. Termination.

This agreement may not be terminated upon a material breach of this agreement unless the other party (the "notifying party") first provides written notice of such breach to the first party (the "breaching party") as provided herein and the breach has not been cured within sixty (60) days after the breaching party receives such notice. The notice shall reference this Article VII (C), and shall describe each material breach of the agreement in sufficient detail to permit the breaching party to cure the breach. Neither party may claim a material breach of this agreement until the foregoing periods have expired and any cure provided can be demonstrated to have been insufficient to resolve the material breach.

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

Article IX. ENFORCEMENT, LAWS AND ORDINANCES

A. Effect of Law.

This agreement shall be enforced under the laws of the State of Arizona.

B. Compliance.

KCC must comply with all applicable federal, state, county and local laws, ordinances, and regulations.

C. Licenses and Permits.

KCC shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by KCC.

Article X. INDEPENDENT CONTRACTOR

A. Relationship.

It is understood and acknowledged by each party that the parties hereto shall act in their individual capacities and not as agents, employees, partners, joint ventures, or associates of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

B. Withholding.

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

C. KCC Provided Insurance.

1. KCC maintains, at its own expense, general business liability insurance with a combined single limit of \$2,000,000 per occurrence.
2. KCC maintains workman's compensation insurance which meets all requirements of Arizona labor law.

D. Additional Insurance.

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

Article XI. MODIFICATIONS

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

Article XII. WAIVER

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

Article XIII. INDEMNIFICATIONS

A. General.

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

B. Claim and Action.

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

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

C. Contingencies.

Any such indemnification under this section shall be contingent upon:

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

D. Amount of Insurance.

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

Article XIV. MISCELLANEOUS PROVISIONS

A. Procurement Code.

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

B. Assignment or Subcontracting.

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

C. Compliance with ADA.

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

D. Non-Discrimination.

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

E. Entire Agreement.

This agreement represents the entire agreement between Customer and KCC, and shall prevail over any and all previous verbal and written agreements.

F. Withdrawal by Individual Agency.

Should one or more agencies contributing to the COPLINK Node information sharing system withdraw, KCC will modify the existing migration and mapping from those agencies to the COPLINK migration server to exclude future refresh of data from those agencies. Such modification will be covered as part of the annual maintenance so long as the remaining agencies' data remains in the COPLINK Node. If an agency wishes to remove data previously migrated to the COPLINK migration server, KCC will bill the fiscal agent for the COPLINK Node for time and materials related to this activity at the rate of \$250 per hour. In case of total removal of an agency's previously migrated data and non-participation, the cost associated with the initial mapping and migration of that agency's data will be subtracted from the total system cost, and future maintenance charges will be computed appropriately.

G. Customer Site Liability

While customary and reasonable care will be taken by all KCC employees and subcontractors in any work on Customer computer systems, the Customer will hold KCC, its employees and subcontractors not liable for any physical damage to computer hardware or software systems or data records, or disruption of business caused by systems and data record damage, which may occur in the course of completing the contracted project.

H. Maintenance and Support Period

A. Maintenance and Support of COPLINK Solution Suite begins following warranty period. B. Maintenance and Support of each individual data source included in a COPLINK Node commences at Refresh Acceptance.

I. Project Staff

Project staff members are appointed by either KCC or Customer, with the reciprocal consent of the corresponding party. Project staff members can be changed at any time during the contracted period, at the request of either party.

Article XV. USE OF NAMES AND TRADEMARKS

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

Article XVI. FORM AND METHOD OF NOTICE

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

If to KCC:
Knowledge Computing Corporation
Attn: Controller
7750 East Broadway Blvd, Suite 100
Tucson, AZ 85710

to Customer:

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

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

Article XVII. AUTHORITY

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

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

For: KCC

For: Customer

Signature Date

Signature Date

Printed Name Title

Printed Name Title

Attest

Printed Name Title

Approved As To Form

Printed Name Title

Schedule 1(c) Data Integration Description

COPLINK Solution Suite uses a proprietary data application, **COPLINK Migrator**, to extract information from Customer RMS (records management systems), CAD (computer aided dispatch) and related data sources. The data migration process standardizes and consolidates this disparate source data into a standardized data set, ready for the **COPLINK Consolidation Algorithm** to sort and store, for use in crime and incident investigation and analysis.

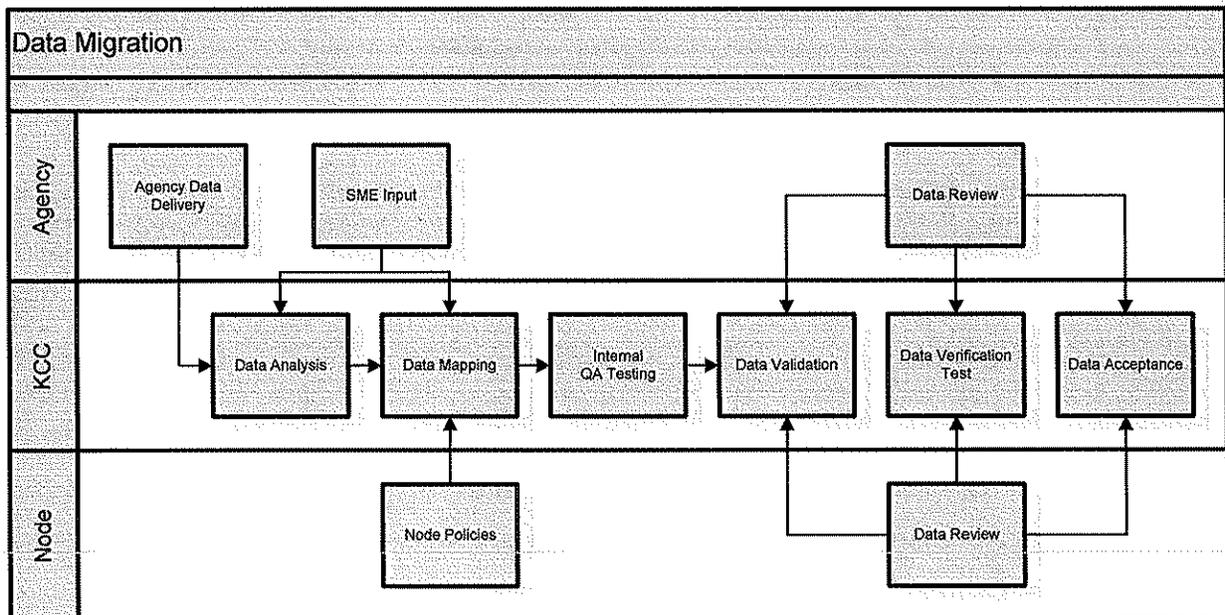
For the **COPLINK Migrator** to function, it is necessary for the data sources to be integrated. This is the manual process that permits the ongoing automated process of data migration and consolidation to function, within a single agency or across jurisdictions, combining several data sources into a single source.

Data Integration is a two step process:

1. *Analysis* of Customer data sources and source database structures.
2. *Mapping* of source data structures to the COPLINK data set.

Data Integration, during COPLINK installation, will incorporate all data sources listed in **Sub-section B**. Similar database objects from disparate sources (or the same source) are mapped to common records, where they will be migrated and consolidated on a scheduled basis for use by the Customer.

Example of a standard Data Integration



To enable better storage and analysis, through use of the **COPLINK Consolidation Algorithm**, data sources must have common characteristics. In the *Analysis* and *Mapping* process those characteristics are identified and grouped with other objects associated with a given object, to be associated with all instances of that object. This reduces the number of times the same object is displayed, and gives the user a better view of the activity associated with that object.

To insure that data objects are consistently migrated and consolidated, source data mapped from data provided by participating agencies must be structured and relational. Unstructured data cannot be structured and records, such as arrest reports, cannot be managed without relational links to associated incidents, crime reports and warrants.

Because actual examples of Customer data records are required for the *Analysis and Mapping* process, **Data Integration** for COPLINK installation can begin only after agency RMS data is delivered to KCC and verified as loadable and readable, and data sharing criteria is provided by all participating agencies. Remote analysis and mapping, analysis and mapping of data older than seven (7) years, as well as analysis and mapping of data sources that include additional agencies other than the hosting agency, will be assessed separately, based on the additional cost for completion. Alteration of hardware or software, including third party changes to RMS and JMS systems, during the deployment process can disrupt the data migration process. Notify KCC prior to starting of any contemplated upgrades or other change to systems to verify that those changes will not cause significant delay in deployment.

Data Cleaning, prior to integration in the COPLINK data set, routinely includes only those changes necessary to insure the functionality of the source data provided. Common "cleaning" functions include standardizing record styles for names, addresses, criminal code and crime types. Data Cleaning does not include more intensive data restoration, to correct incomplete or incorrect records in source data, or to standardize name, address or other data included in narrative reports. Intensive data restoration may be undertaken at the Customer's request as an extra cost option, but will not be included in the standard Data Integration process. Further detail of what is included and not included in this process is provided in Schedule 1(e).

Data migration and integration also requires prior receipt of printed documents and a signed **Scope Of Work (SOW)** document. Approval should be provided by the contributing agency also assigned the duty of data mapping acceptance, unless otherwise accepted by KCC. A signed **Memorandum Of Understanding (MOU)** is not required for delivery and integration activities, but it will be necessary before data goes into production for sharing with other agencies participating in the Customer's **COPLINK Solution Suite**.

The **Scope Of Work (SOW)** will specify KCC-recommended computer hardware configuration to support the installation. Additionally, for regional law enforcement agency administrations and consortiums, such as fusion centers, the Customer will be asked to establish a priority list for participating agency data source migration and system installation. KCC must be notified in advance of any changes to this priority list, to avoid delays in project completion.

Schedule 1(d)
List of Agencies with RMS Data sets

Agency Name	Number of Sworn Officers	RMS Vendor	Product Name	RMS Product Platform
Prescott PD	68	ADSi	RMS/CAD	PC
Prescott Valley PD	62	ADSi	RMS/CAD	PC

Schedule 1(e) Data Sets

1. General Conversion Rules

Data included in the COPLINK Solution Suite is a subset of all data available from client databases. This data is selected for its value in criminal investigation and analysis. Standard pricing is based on this model. At client's request, subject to additional data integration charges, nonstandard data may be incorporated in the COPLINK data set. However, it is discouraged since this may add significantly to the expense and time requirements for COPLINK deployment, while providing limited value in the function of the COPLINK system.

Excluded Data

No alien data will be converted into COPLINK. KCC defines "alien data" as any data not originally created by the application associated with the data source. For example, if incidents from an old RMS product were migrated into the database for a new RMS product that replaced it, those migrated incidents are considered to be "alien data."

Data Delivery

KCC needs the following dates provided:

- Date the current system went live
- Oldest document date (Should be different from system go live date if alien data exists.)
- Date document conversion should begin. (Frequently a project consortium will provide a recommended number of years that should be included, but an agency may request a different start date)

Data must be delivered unmodified in order to qualify for standard data source prices. Prohibited modifications include, but not limited to: Filtering of Juveniles and/or sex crime victims, data obfuscation, date range sub setting. Any required filtering will be implemented by KCC as part of the integration process and will be approved by the contributing agency prior to data being shared with other agencies. **KCC cannot convert Proprietary Binary File Formats.**

Specific data source conversion information is detailed in the **Inclusions & Exclusions** document.

Data Quality Processing

Since **COPLINK Solution Suite** is designed to integrate and analyze data from different law enforcement agencies, there are certain attributes of the source data that are important to how the data can be handled as part of the data mapping and migration process. In many cases, there are variances in how personnel use law enforcement systems which is often reflected in the data entry performed. Providing consistency through data "cleaning" is that process.

An example of variances is the measurement of someone's height, which can be entered in different ways by different officers (61 inches vs 5-foot 1-inch) or "over 6 feet" if the RMS system allows free-text entry). Other examples of typical field variances include vehicle make/model, property brand, hair/eye color codes, locations, amongst others.

Most law enforcement systems will try to maximize the officer's intent, sometimes by providing choices,

but not necessarily limiting the types of data that are entered. Hair color codes, for example, have standard values derived from FBI's NCIC code list. If an officer encounters someone with rainbow-colored hair and feels that the NCIC code for "other" is not sufficiently descriptive, barring the presence of other fields, the officer may be compelled to enter this information into the hair color field. A law enforcement system designed to be the system of record usually allows this type of entry to insure the officer's description matches as closely as possible to their observation.

Unlike a system of record, a shared crime analysis system, where information across multiple agency boundaries will need to be searched, places greater emphasis on data consistency, since these applications have unique requirements regarding data standards. To insure optimal function, there is a probability that imported data will need to be modified in a variety of ways to comply with the target application.

To preserve both purposes for data, as a record and as an investigative tool, the **COPLINK Solution Suite** leaves the source law enforcement systems in use by agencies as the system of record during and after the completion of any data sharing initiative. In other words, the master copy of all data will reside in the CAD, RMS, and/or JMS system present at each agency. The data sharing system, on the other hand, will contain a copy of this data but in modified form to insure maximum standardization across the areas being served.

Data standardization for this initiative is a two step process. The first step seeks to standardize data from agency systems to the National Information Exchange Model (NIEM) and the Department of Justice Law Enforcement Information Sharing Program Exchange Standard (LEXS). The second step seeks to standardize data from these standards to the target application's needs. The items listed below specifically outline the first step in the process. It is anticipated that the details regarding the second standardization step (COPLINK) are highlighted in a separate document.

Officer Information

NIEM-oriented fields	Cleansing Description	Exceptions
Badge	If badge numbers are not explicitly defined, a unique value for the officer will be used (person ID if defined by source system).	If badge numbers are not explicitly defined, a unique value for the officer will be used (person ID if defined by source system).

Other Information

NIEM-oriented fields	Cleansing Description	Exceptions
Location Information		
Streetnum	COPLINK supports:	COPLINK will not parse full text addresses into their individual components.
Streetdir	<ul style="list-style-type: none"> Addresses as a single text field. 	
Streetname		
Streetype	<ul style="list-style-type: none"> Addresses as street address components, and city, state, zip, and country. 	
Unit		
City	COPLINK will map the agency data to most suitable format.	
State		
Zipcode		
County		
Geoy Geox Beat Gridx, Gridy	COPLINK will ignore location coordinates found in source RMS. Beat and grid information will be copied over if present. Cleansing of grid information will be performed at the source system level.	COPLINK will not assign beat/grid numbers if they are not present. If these will need to be standardized, they should be standardized at the source system level.
Date/Time Information		
Document date/time Report begin/end date/time Arrest/release date/time Person DOB Vehicle year	Some source systems include non-standard date and time fields which COPLINK will work with the developer, database administrator or agency to determine the epoch date to use with the standard transformation date/time rule.	Missing date/times and free-text entered dates will not be copied to COPLINK.
Numeric Information		
Quantity Value	Numeric values will be copied over as necessary. For those fields that allow free-text entry, only those fields that can de-	COPLINK will not attempt to convert quantities or amounts that cannot be

terministically be identified as numeric values will be converted. determined.

Other Information

NIEM-oriented fields	Cleansing Description	Exceptions
Phone Information		
PhoneComponents	NIEM supports:	COPLINK will not parse full phone numbers into their individual components.
Fullphone	<ul style="list-style-type: none"> • Phone #s as a single text field. • Phone #s as a separate component (area code, exchange, line) <p>COPLINK will map the agency data to the most suitable format.</p>	
Person Information		
Fullname	NIEM allows person names to be reported as components or as full text names. COPLINK will map the agency data into a suitable format.	COPLINK will not attempt to parse full text names into their components.
CompositePersonName		
Gender	COPLINK defines standard measurement units for dimensions, weight, volume, age, etc. Agencies will be responsible for providing the measurement units for applicable fields. COPLINK will provide a single transformation for a given field.	Values outside of the acceptable range for a given field will be omitted from the upload process and reported as a data error.
Race		
Build		
Complexion		
Ethnicity		
Age		
Eyecolor		
Haircolor		
Caution		
Maxage		
Minage		

Height

Maxheight

Minheight

Weight

Minweight

Maxweight

Code Handling

The COPLINK standard allows for the capture of coded values, text values, or both for certain data fields (hair color, eye color, etc). If coded values are present in the originating system, these values will be copied into the equivalent COPLINK coded field. Likewise, if the originating system only captures textual values for these fields, this information will be copied to the COPLINK Original Value attribute on the appropriate element.

The data mapping and migration process will make a best effort to translate free text fields by using the COPLINK tables, but the mapping and migration process will not translate free-text fields into coded equivalents beyond what is in the tables. A list of all values in the originating system that COPLINK does not have values for in the tables will be compiled and KCC will determine whether or not to add these values.

KCC will inform the Agency of any updated tables. Where practical, KCC will supply mapping tables to convert Agency supplied values into their COPLINK coded value equivalent.

Binary Data Handling: KCC will move only the images provided and will not perform any image processing (format conversion, resizing, etc.) on binary image data. COPLINK supports embedded (base 64 encoded) images and URI links to externally hosted graphics. Either type of image is supported, but in the case of the external Web graphics, it is the responsibility of the agency to host the graphic images. No special software should be required to access the images. It is not possible for KCC to guarantee the performance of the image move process based upon the undetermined size and number of source images.

Required Fields: In the event of a missing required field, some or all of an upload record may be omitted. A message will be generated for the data quality report.

Relationships & Roles: KCC will make an attempt to map relationships and roles where applicable. We are limited by the relationships available in the source database (i.e. if there is no owner relationships for a vehicle in the source database, we will not be able to generate such relationships).

Field Mappings: KCC will make every effort to map important data fields. Minor fields, particularly those not found in the core NIEM/LEXS standard may be omitted from upload records.

Data field splitting: Data field splitting will be performed if the text fields are well-formed (separators are present at all split points). Parsing of free text fields into coded values where separators are not clearly defined will not be performed. These fields will be passed along in description fields as necessary.

Formatting Characters and Invalid data: KCC will attempt to preserve data the way it was entered, including any special punctuation that may have been included in the data entry. This includes parenthesis and dashes for phone numbers as well as other formatting characters entered for different fields. If the target application requires these to be presented in a single format, this step is assumed to be performed at the time of import into the target application. Format correction will not be performed at the NIEM standardization level.

Orphaned Records: In some cases, the source RMS database may contain dangling references or orphaned records. This can occur, when items are deleted in an RMS system that does not support referential integrity. Since the extraction and upload processes are activity based, this will not present a problem for the upload to the central repository. However, agencies should be aware that orphaned records will not be uploaded, and hence the raw number of records (for instance addresses) in the central repository may differ from the number in the source system.

Schedule 1(f)

List of Agencies for Licenses

Prescott PD

Prescott Valley PD

**Schedule 1(g)
Project Cost Summary**

Description	Qty	Price	Subtotals
Data Source Integration Services**	1		\$45,000.00
Subtotal Services			\$45,000.00
Subtotal 3rd Party Hardware****			\$1,500.00
Year One Integration Services maintenance and support (15%)	1		\$6,750.00
TOTAL PROJECT COST			\$53,250.00

** See Subschedule B for detailed Integration Services costs.

**** See Schedule 1(h) for 3rd Party Hardware requirements.

**Sub-schedule B
Integration Services Costs**

Data Sets	Data Sets	Cost of First Data-set	Cost of Subsequent Dataset	Vendor Interface*	Multi-Agency System	Total Cost for All Data-sets
ADSi (Prescott & Prescott Valley PDs)	1	\$25,000.00	\$0.00	None	\$20,000.00	\$45,000
Total for IS without Vendor Interface		\$25,000.00			\$20,000.00	\$45,000
Total for Integration Services	0	\$25,000.00			\$20,000.00	\$45,000

* Only listed vendor interface charges are the responsibility of Knowledge Computing Corporation. Additional vendor interface charges are the responsibility of the Customer.

**Sub-schedule C
Third Party Hardware**

Description	Qty	Price	Subtotals
Intermediary Servers (per agency)	1	\$1,500.00	\$1,500.00
TOTAL 3rd Party Hardware			\$1,500.00
Hardware Sales Tax		0%	\$0.00
TOTAL 3rd Party Hardware with sales tax			\$1,500.00

Schedule 1(h) Project Hardware Specifications

	Web/Application Server	Migration Server	Face Match Server	Database Server	Data Storage	Integration Box (Desktop)	Integration Box (Rack)	Workstation
Item						Dell OptiPlex 960 Small Form Factor		
Quantity						1		
Processor						Intel Core 2 Duo E8400		
Clock Speed						3Ghz, 6M, 1333Mhz FSB		
Memory						4GB DDR2 Non-ECC SDRAM, 800Mhz		
Memory Configuration						2 DIMM		
Hard Drive						2x160GB 7200 RPM SATA 3.0Gbps & 8MB DataBurst Cache		
HDD Configuration						RAID-1		
Operating System						Windows 7 Professional (64-bit)		
Redundant Power	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes				
Peripherals & Accessories						2U Shell, 19" Rack Shelf, 13Inches deep		
Maintenance								

**Schedule 2(a)
Statement of Work**

Description
Hardware Installation (responsibility of the Customer)*
MOU (responsibility of the Customer)
Preliminary Discussions with agency
Create MOU Document
Project Management (See Schedule 2b)
Create Preliminary Project Plan
Kick-off Meetings
Create Working Plan (based on information from kick-off meetings)
Maintenance Services
Integration Services (See Schedule 2d)
Training (if applicable)
Final System Acceptance

** Timeframe for COPLINK installation and integration is dependent on availability of essential onsite hardware and software, as well as access to data sources to be migrated. Within three weeks from the date KCC receives all data, a project schedule will be provided to the Customer.*

**Schedule 2(b)
Statement of Work
Project Management**

Tasks
Plan and Conduct Kick-off Meetings
Create Progress Reports
Create Project Plan
Assigned Task

Deliverables	Frequency
Plan and Conduct Kick-off Meetings	Bi-weekly
Project Plan	Monthly

**Schedule 2(d)
Statement of Work
Data Source Integration Schedule**

Task Description	Effort (days)	Agency Assistance (hours)
Work will be scheduled on a data source ONLY when a historical backup of the data and sample documents from the system are received and accepted at KCC facilities (database schemas and data dictionaries are not sufficient to map the data).		
Data Source Integration	50	
Load/restore/input data source from historical backup	2	
Analyze data source	6	4
Map data source to COPLINK	26	
Design/create/review maps and design refresh mechanism	21	
Map lookup values	5	
<i>Migrate data (computer processing time, possibly a subset)</i>		
Internal QA	6	
KCC SME's review the data in COPLINK	1	
Fix issues from QA review	5	
<i>Migrate data (possibly a subset)</i>		
Data Validation	3.5	
Perform DV test with the agency	0.5	3 (x4 persons)
Fix issues from DV test	3	
<i>Migrate data (full data set)</i>		
Data Acceptance	0.5	2 (x4 persons)
Load data into production COPLINK database	1	
Establish data refresh	5	8
Refresh acceptance	0.5	8

Deliverables	Frequency
Data validation form	Each system
Data acceptance letter	Each system
Refresh acceptance letter	Each system

Notes:

1. *Effort is the amount of labor time not elapsed time.*
2. *Migrate Data is the step of converting the historical data from the source backup into the COPLINK database. The estimation of the migration time will be determined after analyzing the data source to determine size and complexity.*
3. *Both Data Validation and Data Acceptance forms are in Schedule 5(a) and 5(b), respectively.*
4. *All testing with the agency will be done via conference call bridge and Webex software.*

Schedule 3 Training

KCC will provide standard training for 15 authorized users. Since the COPLINK Solution Suite is intended for use by officers, deputies, troopers, detectives, investigators, agents, and analysts, this training is designed to assist them in acquiring a working familiarity with the Solution Suite function in relation to their duties.

The following will be covered in the two days of training:

- History, overview, and design of the COPLINK system.
- Discussion and demonstration of program functions and modules to include explanation of the Graphical User Interface, Detect, Incident Analyzer, Active Agent, and Visualizer.
- Familiarization with Graphical User Interface.
- How to maneuver the application.
- Familiarization and use of query tools.
- Creating and conducting queries.
- Reducing result sets through filtering.
- Creating and conducting Basic and Refined Searches.
- Function of Visualizer and Incident Analyzer within Detect.
- Hands-on program use on real world police scenarios.

COPLINK user training program provides KCC training staff, onsite with fifteen (15) laptop computers installed with the COPLINK training environment for use during first day training. To support this training, the Customer must provide a class room suitable for fifteen (15) trainees, plus two KCC Training Specialists, as well as connection to the Internet and connections to a large screen monitor or overhead projector. Facilities such as restroom and break room are also required.

Standard First Day Training consists of:

- Eight hours on the KCC environment. The training is interactive with the class. There will also be a PowerPoint presentation to assist the students with each step as well as hands-on assistance from COPLINK Training Specialists.
- To support first day training, the Customer will receive one electronic copy of COPLINK User Manuals, Fast Track Guide, Student User Guide and FAQ list. Also, hard copies of the User Manual will be provided to all students.

Standard Second Day Training for users is six hours. The second day is a workshop session that will consist of:

- Working scenarios created by COPLINK Training Specialists using the COPLINK database created for the Customer.
- After training in the working scenarios, students are invited to examine actual cases they are invited to bring with them, assisted by the COPLINK training specialists all of whom are retired Tucson Police Investigative Personnel.

This second day of training requires that students have access to fifteen (15) computers operating the COPLINK application with access to the Customer's COPLINK database. Therefore, training is not scheduled until the deployment project has reached Data Acceptance.

Following the second day training for users will be two-hour Admin Module training for system administra-

tors. This training consists of:

- Learning how to access the Admin Module.
- Learning how to add, update and delete users and user groups.

Additional module training is provided by Web-X in two-hour increments at a rate of \$250 per hour for each of the modules in this contract. This training is not included in the standard training program and will be assessed as an additional service.

Additional Training consists of: Any on-site or web-x sessions not already listed in Schedule 3. This will be provided at an additional charge.

Schedule 4 Maintenance Services Agreement

KCC will provide the following maintenance and support services during the term of this Agreement:

Maintenance Services: KCC will provide the Customer the following under the Maintenance Program:

- (a) No-cost telephone support for technical issues. Standard support is available from 8:00 am to 5:00 pm (Mountain Standard Time) on regular business days (holidays and weekends excepted). Enhanced support is available at anytime.
- (b) No-cost e-mail support for technical issues.
- (c) No-cost for all published patches and system-wide bug fixes.
- (e) No-cost updated COPLINK self-paced learning program whenever an update is issued. This assumes that Customer has licensed the self-paced learning module.
- (d) Non-warranty related program errors (once the initial warranty period has elapsed.)

Service Level: KCC support staff will assign a KCC issue number and a tentative schedule for resolving any technical support issue:

Standard support: within one business day of receipt.

Enhanced support: within two hours of receipt.

Updates: Minor version product updates and software patches to purchased system components will be provided as part of the Annual Maintenance Agreement.

Ongoing Maintenance: All maintenance costs are based on the assumption that KCC will have VPN and Remote Desktop access to the COPLINK servers and that KCC's proprietary remote access monitoring (RAM) system will be installed on the servers and have the ability to send data to the listening service at the KCC Tucson offices. For license fee maintenance, Customer agrees to assume ongoing maintenance fees 90 days from Purchase Order date. For integration services, Customer agrees to assume ongoing maintenance fees after the data acceptance test when the data source is in production

Specific Inclusions

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

1. Correction of defects in the maps that are not caused by changes to the underlying source such as missing contracted mapping elements
2. Refresh monitoring services
3. 10 hours of effort (annually) per data source to correct existing maps to documents due to changes in the underlying source (ie. version changes or customizations)

Specific Exclusions:

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

1. *All major version upgrades of Coplink software.*
2. Modifications in or to the underlying data sources that provide information to the COPLINK system via the migration program without prior written notification of:
 - a. All changes and upgrades such as any change to the database platform such as a switch from AS/400 to SQL Server, any additional modules to the underlying source such as a Citation module, and any modifications that would require a redesign of the refresh mechanism.
 - b. Bulk operations on data sources
 - c. Scheduled downtime
3. Any hardware or third-party software not under the direct control of KCC.
4. Additions or enhancements to the original maps that passed Data Acceptance

Technical Support Procedures:

- **Hours of Technical Support:** Ordinary Technical support for the Coplink system is available on regular business days (Monday through Friday, excluding holidays) from 8:00 am to 5:00 pm, Mountain Standard Time. Please note that Arizona does not switch to Daylight Savings Time.
- **Method of contacting Knowledge Computing Corporation:** The Customer will identify not more than three (3) staff members from each organization participating in the project who have the authority to make requests for technical support. One alternate person may be appointed who shall have the authority to contact technical support in the absence of or unavailability of the regular contact persons.
- **Methods of Reporting Technical Support Issues:** Customer may report technical support issues via:
 - Telephone call to the KCC offices: (520)-574-1519 or (877)-522-9599
 - Email sent to support@coplink.com
- **Problem Description:** KCC technical support personnel will log the technical support call and request sufficient information to determine exactly what type of problem is being reported.
- **Problem Determination:** KCC will respond within one business day to all requests for technical support with a plan outlining the process KCC intends to follow to resolve the problem. KCC classifies reported problems as one of four levels. Severity Levels are detailed below:
 - **Severity Level 1 (Critical Problem)** The System is unavailable, resulting in a critical impact to operations that require fast resolution.
 - **Severity Level 2 (Major Problem)** Designated users can access the System; however material functions are not available.
 - **Severity Level 3 (Minor Problem)** Designated users can access the System, and one or more of the less important functions are not available resulting in a minor impact.
 - **Severity Level 4 (Minor Problem/Enhancement Request)** The impact is insignificant to users, and the Parties agree that problem resolution will require new functionality or an enhancement to be made at a mutually agreed upon date.
- The description of the Problem Severity Level is found in the following table, along with the mitigation procedure.

Severity Level	Target Response Time (Normal Business Hours)	Frequency of Report on Issue Status	Target Issue Resolution Time
1	1 hour	Hourly	24 hours
2	1 hour	Daily	48 hours
3	1 day	Every 2 days	5 days
4	2 days	Monthly	As scheduled

- **Program Code Error (“Bug”) Determination:** KCC will attempt to replicate the problem described in the technical support request following the steps used by the Customer. Non-reproducible problems will not be considered bugs.
- **Problem Resolution:** Upon determination that the technical support issue is a program code error, KCC will so report to the Customer and present a KCC issue number and a mitigation strategy to resolve the problem along with a tentative time line for problem resolution.
- **Report to Customer:** Upon resolution of the technical support issue KCC will provide the Customer with a synopsis of the issue, the findings of the KCC technical support staff and the final resolution of the problem.
- **Program Patches and Updates:** Customer will receive any applicable program patches and updates as they become available.

Updated: September 2009

Schedule 5(a) Data Validation Test Plan

At the end of the Agency Data Review, a Data Validation session is arranged with the Agency. This session is to verify that the information displayed in the COPLINK application correctly corresponds with the content of the agency's dataset(s). This is a side-by-side comparison of source data records and the COPLINK conversion.

Agency representatives requested to attend the Data Validation session are:

- A Records Department representative
- An end user representative - such as a Crime Analyst or Investigator
- An IT representative
- Optional is a Command representative - i.e., a representative who has the authority to make command-level decisions about data conversion

Agency representatives are expected to have access to all relevant data systems during the Data Validation session in order to accurately compare the COPLINK converted data and the data contained in the agency's system(s).

This validation process is typically handled using a conference call and meeting software such as Go2Meeting in order to demonstrate and evaluate the conversion of the agency's dataset(s). Five (5) documents from the Agency system are compared with five (5) documents in COPLINK, for each document type that KCC will convert. This is considered sufficient to ensure the conversion has accurately migrated the data between the Agency and COPLINK systems. For example, if KCC will convert Reports, Traffic Collisions and Pawns from the agency's system, then compare five (5) Reports, five (5) Traffic Collisions and five (5) Pawn Tickets.

This is a very thorough process, usually taking up between one and three hours, but no longer than four hours. All stakeholders should be present, since no subsequent testing sessions will be scheduled. Once this has been completed, KCC engineers evaluate any inconsistencies revealed by the test. These inconsistencies are documented on a Data Validation form as potential issues and are categorized as "production blockers" and "non-production blockers".

Data Validation / Types and Sets

Data Type/Set	In Scope	Analysis Findings	Notes
RMS/Pawns	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK <input type="checkbox"/> DNE <input type="checkbox"/> Empty <input type="checkbox"/> Alien	
RMS/Registered Offenders	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK <input type="checkbox"/> DNE <input type="checkbox"/> Empty <input type="checkbox"/> Alien	
RMS/Field Interviews	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK <input type="checkbox"/> DNE <input type="checkbox"/> Empty <input type="checkbox"/> Alien	
RMS/Gangs	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK <input type="checkbox"/> DNE <input type="checkbox"/> Empty <input type="checkbox"/> Alien	
RMS/Crash	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK <input type="checkbox"/> DNE <input type="checkbox"/> Empty <input type="checkbox"/> Alien	
RMS/Crime Reports	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK <input type="checkbox"/> DNE <input type="checkbox"/> Empty <input type="checkbox"/> Alien	
JMS/Bookings	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK <input type="checkbox"/> DNE <input type="checkbox"/> Empty <input type="checkbox"/> Alien	
JMS/Visitors	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK <input type="checkbox"/> DNE <input type="checkbox"/> Empty <input type="checkbox"/> Alien	
JMS/Mugs	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK <input type="checkbox"/> DNE <input type="checkbox"/> Empty <input type="checkbox"/> Alien	
CAD/Dispatches	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK <input type="checkbox"/> DNE <input type="checkbox"/> Empty <input type="checkbox"/> Alien	
Court/Citations	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK <input type="checkbox"/> DNE <input type="checkbox"/> Empty <input type="checkbox"/> Alien	
Court/Injunctions	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK <input type="checkbox"/> DNE <input type="checkbox"/> Empty <input type="checkbox"/> Alien	
Court/Warrants	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK <input type="checkbox"/> DNE <input type="checkbox"/> Empty <input type="checkbox"/> Alien	
DMV/Drivers License	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK <input type="checkbox"/> DNE <input type="checkbox"/> Empty <input type="checkbox"/> Alien	
DMV/Vehicle Registrations	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK <input type="checkbox"/> DNE <input type="checkbox"/> Empty <input type="checkbox"/> Alien	
AFIS/Identity Records	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK <input type="checkbox"/> DNE <input type="checkbox"/> Empty <input type="checkbox"/> Alien	
Ballistics/Ballistics Records	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK <input type="checkbox"/> DNE <input type="checkbox"/> Empty <input type="checkbox"/> Alien	
LPR/Plate Reading	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK <input type="checkbox"/> DNE <input type="checkbox"/> Empty <input type="checkbox"/> Alien	
Stand-Alone Arrest Records	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK <input type="checkbox"/> DNE <input type="checkbox"/> Empty <input type="checkbox"/> Alien	
Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> OK <input type="checkbox"/> DNE <input type="checkbox"/> Empty <input type="checkbox"/> Alien	

Data Validation Form

Project Name: _____

Agency Name: _____

Data Source Name: _____

1. The Agency and KCC have conducted a Data Validation session consisting of side-by-side comparisons of actual documents as they appear in the source system and in COPLINK. The accuracy of this process is proportional to the number of documents examined. The Agency agrees that the sample size examined was sufficiently large to satisfy their particular quality requirement.
2. The accuracy of the Data Validation session also depends on the participants involved. The Agency has involved sufficient representation from some or all of their records, data entry, IT, command and end-user communities.
3. The Agency understands that any additional data mapping issues not identified during the Data Validation session will require change orders, could incur time and material costs to resolve and might not be resolved until after the data source is in production and the project has entered the maintenance phase.
4. Issues identified as **blocking defects** during this Data Validation session will be resolved by KCC and demonstrated as fixed during a subsequent Data Acceptance session. The data being examined during this Data Validation session will not be moved into the production COPLINK database before Data Acceptance.
5. Issues identified as **acceptable defects** during this Data Validation are to be resolved after this data source has been merged into the production database.

Blocking Defect #s: _____
(see attached issue report forms for details)

Acceptable Defect #: _____
(see attached issue report forms for details)

Agency Signature: _____

Agency Name: _____

Date: _____

Data Validation Issue Report

Reported by: _____

Steps to reproduce issue: *(Include document number, person name/DOB/identifiers which illustrate a specific example, when possible.)*

Explain what you *expected* to see:

Explain what you *actually* saw:

This issue represents: *(choose one)*

- A Blocking Defect (data should not be merged into production COPLINK and shared with other agencies until the issue is resolved.)
- An Acceptable Defect (data can be merged into production before the issue is corrected, but the issue should be resolved at the earliest opportunity.)

KCC Issue Tracking Number: _____

(May be assigned during or after data validation session)

**Schedule 5(b)
Data Acceptance Letter**

NOTE: Data Acceptance Letter must be received from Agency by KCC within seven (7) calendar days of Data Acceptance Session. Failure to submit this letter within the prescribed period will be interpreted as Agency acceptance, and migration to the COPLINK database will proceed accordingly.

Project Name: _____

Agency Name: _____

Data Source Name: _____

Data Acceptance Session (mm/dd/yyyy): _____ / _____ / _____

1. The Agency agrees that the Data Acceptance Session has demonstrated that all **blocking defects** identified during the Data Validation Session have been resolved, and authorizes moving this data source into the production COPLINK database for sharing with other agencies.
2. The Agency understands that issues identified as **acceptable defects** during Data Validation are to be resolved after this data source has been merged into the production database.

Please choose only one:

There are no defects identified for this data source.

Acceptable Defect Tracking Numbers:

Agency Signature: _____

Agency Name: _____

Date (mm/dd/yyyy): _____ / _____ / _____

Schedule 6(a)
Data Refresh Test Procedure

#	Test Action	Expected Result	Pass/Fail
Add New Documents			
1	Create a test document in source system	Document will flow into COPLINK after next refresh cycle.	
Changes to Existing Documents			
2	Add objects to test document. Add a new person to the test document created in step 1.	New person will appear in COPLINK'S copy of the document after the next refresh cycle.	
3	Modify objects in test document. Modify some attribute of a person in the test document.	Modification will be reflected in COPLINK'S copy of the document after the next refresh cycle.	
4	Delete objects in test document. Delete some person from the test document.	The person will no longer appear in COPLINK'S copy of the document after the next refresh cycle.	
Delete Documents			
5	Delete the test document.	The test document will no longer appear in COPLINK after the next refresh.	

**Schedule 6(b)
Data Refresh Validation Form**

Project Name: _____

Agency Name: _____

Data Source Name: _____

6. The Agency and KCC have conducted a Data Refresh session consisting of a test plan (schedule 6a) that compares documents as they appear and are modified in the source system and then are refreshed in COPLINK. The accuracy of this process is proportional to the number of documents examined. The Agency agrees that the sample size examined was sufficiently large to satisfy their particular quality requirement.
7. The accuracy of the Data Refresh session also depends on the participants involved. The Agency has involved sufficient representation from some or all of their records, data entry, IT, command and end-user communities.
8. The Agency understands that any additional data refresh issues not identified during the Data Refresh session will require change orders, could incur time and material costs to resolve and might not be resolved until after the data source is in production and the project has entered the maintenance phase.
9. Issues identified as **blocking defects** during this Data Refresh session will be resolved by KCC and demonstrated as fixed during a subsequent Data Refresh session. The data being examined during this Data Refresh session will not be moved into the production COPLINK database before Data Refresh Acceptance.
10. Issues identified as **acceptable defects** during this Data Refresh are to be resolved after this data source has been merged into the production database.

Blocking Defect #s: _____
(see attached issue report forms for details)

Acceptable Defect #: _____
(see attached issue report forms for details)

Agency Signature: _____

Agency Name: _____

Date: _____

**Schedule 6(c)
Refresh Acceptance Letter**

Project Name: _____

Agency Name: _____

1. The Agency and KCC have conducted the Refresh Test Procedure consisting of a test plan (schedule 6a) that compares documents as they appear and are modified in the source system and then are refreshed in COPLINK. The accuracy of this process is proportional to the number of documents examined. The Agency agrees that the sample size examined was sufficiently large to satisfy their particular quality requirement.
2. The accuracy of the Refresh Test Procedure also depends on the participants involved. The Agency has involved sufficient representation from some or all of their records, data entry, IT, command and end-user communities.
3. The Agency understands that any additional refresh issues not identified during the Refresh Test Procedure will require change orders, could incur time and material costs to resolve and might not be resolved until after the data source is in production and the project has entered the maintenance phase.
4. The Agency agrees that the Refresh Test Procedure has demonstrated that all, if any, issues identified during the Refresh Test Procedure have been resolved, and authorizes moving this data source into the production COPLINK database for sharing with other agencies.

Agency Signature: _____

Agency Name: _____

Date: _____

Schedule 7

COPLINK Software End-User License Agreement (EULA)

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

2. Rights and Limitations

- a) **General.** The Software is licensed, not sold. KCC hereby grants to you a perpetual, non-exclusive and non-transferable license to use any and all COPLINK Software provided to you under this License in accordance with the terms and conditions set forth herein. The Software is protected by copyright laws as well as by other intellectual property laws. The Software and any copies that you are authorized by KCC to make are the intellectual property of and are owned by KCC. The structure, organization and code of the Software are the valuable trade secrets and confidential information of KCC. This License grants you no rights to use such content.
- b) **Restricted Rights Notice.** The Software provided under this License is provided with RESTRICTED RIGHTS. Use, duplication or disclosure is subject to restrictions set forth in this License.
 - 1. You agree that you will not sublicense, assign, transfer, pledge, lease, rent or share your rights under this License other than to allow use of the Software by authorized individuals accessing the COPLINK system node on which the Software is installed.
 - 2. You agree that you will not modify, adapt, disassemble, decompile, reverse engineer, translate or otherwise attempt to discover the source code of the Software.
 - 3. You may not modify the Software or create derivative works based upon the Software. The Software is licensed as a single product. Its component parts may not be separated for use on more than one computer.
 - 4. You must maintain all copyright notices on all copies of the Software.
 - 5. You may not distribute copies of the Software to third parties.
 - 6. You may not export the Software to any country, entity or person to which export would be illegal.
 - 7. All rights not expressly granted are reserved by KCC.
- c) **KCC's Rights.** You acknowledge and agree that the Software and Documentation are proprietary products of Knowledge Computing Corporation under copyright law and disclosed to you by KCC in confidence. You shall take all reasonable steps to safeguard the Software. KCC owns and will retain all copyright, trademarks, trade secret and other proprietary rights in and to Software. This License conveys to you only a non-exclusive and limited right of use, revocable in accordance with the terms and conditions of this License. In the event that you fail to comply with any terms and/or conditions hereof, this License shall terminate automatically and KCC shall be entitled to all remedies in accordance with applicable law.
- d) **Other Limitations.** This license is further limited as follows:
 - 1. The Software may not be used by you for any other purpose than that set forth herein, including without limitation, designing or developing any products to be sublicensed or distributed by or on behalf of you or the National Institute of Justice.
 - 2. The License granted to you hereunder shall be a license to use the machine-readable object code only, and shall specifically exclude source code; you shall allow only authorized users to access the COPLINK System software and use the services of the Software.

3. Warranties

- a) **Material Errors.** KCC warrants that if during the ninety (90) day period after installation and/or

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

During the warranty period KCC will provide changes to the software mutually agreed upon by the parties for software troubleshooting and program code debugging only. No customization of the COPLINK System products will occur beyond that stated unless otherwise noted in a separate agreement. The warranty does not include any updates to the software that are not the result of errors.

- b) **Exclusions.** KCC is not responsible for problems caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which Customer has authorized KCC to install the KCC Software, nor is KCC responsible for problems that occur as a result of the use of the KCC Software in conjunction with software of third parties or with hardware that is incompatible with the operating system for which the KCC Software is being installed.
- c) **Limitations.** ANY IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. The warranties contained in this section are made in lieu of all other warranties whether oral or written. Only an authorized officer of KCC may make modifications to this warranty or additional warranties binding KCC, and any such modifications or additional warranties must be in writing and must be approved by you. Approval shall not be unreasonably withheld.
- d) **Java™ Support.** The software product may contain support for programs written in Java™. Java™ technology is not fault tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of Java™ technology could lead directly to death, personal injury, or severe physical or environmental damage.

4. Indemnifications

- a) **General.** KCC shall indemnify, defend, to the extent not prohibited by law, and hold you harmless from any and all claims, demands, suits, actions, proceedings, loss, cost and reasonable attorney's fees and/or litigation expenses arising or alleged to have arisen out of any act, omission, professional error, fault, mistake or negligence of KCC, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this License. KCC's obligation under this section shall not extend to any liability caused by your sole negligence or your employees.
- b) **Claim and Action.** In the event of any such claim or action, KCC shall have the option to either:
 - 1. Modify the software so as to render it non-infringing so long as it continues to conform to the specifications and warranties herein; or
 - 2. Procure for you the right to continue using the software.
- c) **Contingencies.** Any such indemnification under this Section shall be contingent upon:
 - 1. You promptly notifying KCC in writing of any claim or action of which indemnification is sought;
 - 2. Immediately ceasing use of the software upon notice of any such claim or action; and
 - 3. Affording to KCC sole control of the defense or settlement of any such control or action.

5. Miscellaneous Provisions

- a) **Applicable Law.** If you acquired the Software in the United States, this EULA is governed by the laws of the State of Arizona.
- b) **Modifications.** This License may only be modified by a written amendment signed by persons duly authorized to enter into contracts on your behalf and KCC.
- c) **Waiver.** The failure of either party of this License to take affirmative action with respect to any conduct of the other, which is in violation of the terms of this contract, shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.
- d) **Withdrawal by Individual Agency.** Should one or more agencies contributing to a COPLINK Node information sharing system withdraw, KCC will modify the existing migration and mapping from those agencies to the COPLINK node or data warehouse to exclude future refresh of data from those agencies. Such modification will be covered as part of the annual maintenance so long as the remaining agencies' data remains in the COPLINK node. If an agency wishes to remove data previously migrated to the COPLINK node or data warehouse, KCC will bill the fiscal agent for the COPLINK node for time and materials related to this activity.
- e) **Use of Names and Trademarks.** You shall have the right to use the trademarks and name of KCC, but shall not have the right to use the names of the inventors of the Software without the written consent of the party whose name is desired to be used. COPLINK and other trademarks contained in the Software are trademarks or registered trademarks of KCC. Third party trademarks, trade names, product names and logos may be the trademarks or registered trademarks of their respective owners. You may not remove or alter any trademark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels in the Software. This EULA does not authorize you to use the COPLINK trademark or its licensors' names or any of their respective trademarks.
- f) **Entire Software End-User License Agreement.** This License represents the entire agreement between you and KCC relating to this requirement and shall prevail over any and all previous verbal and written agreements. No COPLINK reseller, agent or KCC employee is authorized to make any amendment to this License.

All questions concerning this EULA shall be directed to: Knowledge Computing Corporation, 7750 E. Broadway Blvd. Suite 100, Tucson, AZ 85710, Attention: Support Services.

Updated September 2009