

LICENSED SOFTWARE AND SERVICES AGREEMENT

This Licensed Software Agreement (“Agreement”) is made and entered into as of the earlier of the dates appearing on the signature page, by and between CODY Computer Services, Inc., a Pennsylvania corporation, with its principal place of business located at 1005 East High Street, Pottstown, PA 19464 (“CODY”) and **East Fallowfield Township (Police Department)** with its principal place of business located at **2264 Strasburg Road, Coatesville, PA 19320** (“Licensee”).

WHEREAS, CODY has developed one or more proprietary software applications for the public safety and security markets; and

WHEREAS, Licensee desires to license such software from CODY and CODY desires to grant such license; and

WHEREAS, CODY and Licensee desire that the terms and conditions of this Agreement shall govern the rights and obligations of the parties with respect to all software and services provided by CODY to Licensee, including such software and services as have been provided prior to the date hereof.

NOW, THEREFORE, in consideration of the premises set forth above, and the mutual covenants contained herein, and intending to be legally bound hereby, CODY and Licensee agree as follows:

1. **Definitions.** Unless the context otherwise requires, the following terms when used in this Agreement shall have the meanings ascribed to them in this Section 1:

a. “Documentation” means all printed and/or electronic material and/or media relating to the Software provided by CODY.

b. “Embedded Programs” means all third party software, modules, products, interfaces, data files and/or other files and programs provided by CODY as part of or in connection with its proprietary software.

c. “Fees” means the Licensed Software Fees, the Project Management, Installation and Training Fees, the annual Support Services and C.O.B.R.A. Active Remote Monitoring Fees and any Additional Services Fees, each as defined herein and/or otherwise noted in the Cost Proposal (s), attached to Exhibit A and herein referred to as the “Proposal”. These fees include all fees associated with Data Conversion and/or Data Migration Services, as may be separately referenced in the Proposal.

d. “Licensed Software” means (i) the Software, (ii) the Documentation, (iii) the Embedded Programs, (iv) the Updates, (v) the Work Product and (vi) all instructions, manuals, diagrams and other materials, in whatever medium or format, pertaining to the foregoing.

e. “Services” means the Project Management, Installation, Training Services, the annual Warranty and Support Services, C.O.B.R.A. Active Remote Monitoring Services, and any Additional Services, each as defined herein and/or otherwise noted in the Proposal. Services shall also include any and all services previously performed or provided by CODY to Licensee in connection with the Software. Such Services include all services associated with Data Conversion and/or Data Migration Services, as may be separately referenced in the Proposal.

f. “Data Conversion Services” means the process of examining Licensee’s electronic data and/or data files that are in a format NOT usable in the CODY Licensed Software and CODY then converting such data and/or data files into a format which is usable in the CODY Licensed Software.

g. “Data Migration Services” means the process following Data Conversion Services of migrating and/or merging the Licensee’s readable data and/or data files into the Licensee’s existing “live” CODY System.

h. “Active Remote Monitoring Services” (“ARM”) means the services performed by CODY in connection with providing routine monitoring coverage of a C.O.B.R.A. network.

i. “Software” means CODY’s proprietary software applications described in the Proposal, together with any software previously provided by CODY to Licensee. Unless otherwise specified herein, all such software is COTS (Commercial off the Shelf).

j. “Updates” means “bug” fixes and other updates, enhancements or re-releases of the Licensed Software which are made generally available without charge by CODY to CODY’s customers; provided, however, that Updates shall not include (i) updates, enhancements, upgrades, re-releases or new releases which incorporate new functionality in the Licensed Software (except as specifically and expressly included by CODY in writing), represent a paradigm shift in a CODY product or module, and/or for which CODY charges a fee to its customers, or (ii) new products or modules.

k. “Maintenance Releases” means any patches, “bug” fixes, updates, or re-releases of the Licensed Software, which are related to specific Software and/or a Licensee Environment. CODY reserves the right to limit deployment of Maintenance Releases.

l. “Licensee Environment” is defined as the infrastructure in which the Licensed Software will be

installed and/or used, including without limitation, hardware components (server(s), desktop workstation(s), laptop(s), etc.), software components (operating systems, other 3rd party software, etc.), wired and wireless (where applicable) network components and infrastructure (routers, network identification cards, switches, wiring, etc.).

m. "CODY Approved Licensee Environment document ("CALE")" is a document setting forth the approved environment in which the Licensed Software will be installed and/or used. The CALE shall be mutually agreed upon by both parties, as the result of consultations between CODY and the Licensee, and any other reasonable practices and procedures that CODY deems reasonably necessary to ensure the successful installation and operation of the Licensed Software. The CALE shall be completed and executed by both parties prior to installation and/or operation of the Licensed Software. When completed and executed the CALE shall be incorporated by reference into this Agreement. The Licensee Environment at all times shall meet or exceed the environment specifications set forth in the CALE.

n. "Work Product" means inventions, discoveries, software, or other works of authorship and other proprietary materials or work product developed by CODY, its employees, agents or contractors in the course of CODY's performance of any services regardless of any participation, assistance or cooperation by Licensee, its employees, agents or contractors in connection therewith.

2. License.

a. Subject to the terms and conditions hereof, CODY hereby grants Licensee a non-exclusive, non-transferable, limited license to have up to the maximum number of concurrent user sessions, named users, employees, agents or contractors of Licensee, set forth in the Proposal (the "Users"), use the Licensed Software in machine-readable form (the "License"). Licensee may obtain licenses for additional Users in accordance with CODY's then-current rates and subject to the terms described in the Proposal. Prior to the use, review, examination, setup, configuration, etc. of the Licensed Software by any third party (including non-employee Users), Licensee shall cause such person or entity to execute CODY's standard Contractor's Confidentiality, Non-Disclosure and Indemnity Agreement, a copy of which is attached hereto as Exhibit B and shall deliver such executed agreement to CODY. Unless the context otherwise requires, all references herein to "Licensee" shall include the Users, and Licensee shall be liable for all acts and omissions of the Users.

b. Licensee may use the Licensed Software solely for the purpose for which it was designed, and solely for Licensee's internal business operations. Any other use of the Licensed Software (including without limitation timesharing, rental, leasing, facility management, provision of subscription services or service bureau usage) is strictly prohibited.

c. Licensee shall not give, sell, lease, assign, sublicense or otherwise transfer, in whole or in part, this Agreement, the License, the Licensed Software, other CODY-provided materials, or any licenses or rights granted hereunder, except as approved by CODY in writing. If Licensee grants a security interest in this Agreement, the License, the Licensed Software or any other CODY-provided materials, or any licenses or rights granted hereunder, the secured party shall have no right to use or transfer such materials.

d. The License granted hereunder is for the object code version of the Licensed Software only. Licensee has no rights to the source code for the Licensed Software. Licensee shall not and shall not permit anyone under Licensee's direction or control to, reverse engineer, disassemble or de-compile the Licensed Software or attempt to do so. Licensee may not modify, adapt, translate or create derivative works of the Licensed Software without CODY's express written consent. The Licensed Software is licensed as a single product. Embedded Programs may be used only in conjunction with the Licensed Software.

e. Licensee shall not copy the Licensed Software or any part thereof, except for a single copy for inactive backup and archival purposes only and must include on all copies of the Licensed Software all copyright, government restricted rights and other proprietary notices or legends included on or in the Licensed Software as provided to Licensee.

f. Notwithstanding anything to the contrary herein, Licensee's access to and use of the Embedded Programs shall be and remain subject to all terms, conditions and licenses imposed by the manufacturers and/or third party licensors ("Licensors") of such Embedded Programs and Licensee shall comply with same.

g. Licensee shall permit CODY at any time upon reasonable notice to Licensee, to audit Licensee's use of the Licensed Software and Embedded Programs for compliance with the terms hereof and to report the results of such audit to CODY's Licensors. CODY may assign its audit rights hereunder to one or more of its Licensors.

3. Licensee Obligations.

a. Licensee shall provide CODY with reasonable access to technical personnel, facilities, systems, databases, and information, as well as security clearance as necessary for CODY to perform its obligations under this Agreement. Licensee shall appoint a Project Manager to act as primary liaison between Licensee and CODY and at least one on-site System Administrator of the Licensed Software. Licensee may assign the same person to be the Project Manager and the System Administrator.

b. Except as otherwise expressly provided herein, Licensee and Users shall have sole responsibility for acquiring and maintaining their own Licensee Environment. Licensee hereby represents and warrants to CODY that (i) the Licensee Environment meets or

exceeds and at all times during the use of the Licensed Software shall meet or exceed the environment specifications set forth in the CALE, (ii) Licensee has not and will not make any material changes to the Licensee Environment, except solely for those changes required by the CALE, between the date of the execution of the CALE and the delivery and/or installation of the Licensed Software, and (iii) at all times during the use of the Licensed Software, Licensee shall maintain in full force and effect maintenance, service and support agreements with all relevant third parties with respect to the Licensee Environment and all components thereof. Due to volatility in the software and hardware market, the CALE is subject to reasonable change throughout the course of this Agreement. Except as otherwise provided in the Proposal, Licensee shall be responsible for making any current and future modifications and/or upgrades to the Licensee Environment necessary to remain in accordance with the then current CALE, and to successfully access or use the Licensed Software. CODY reserves the exclusive right to revise the requirements for the Licensee Environment.

c. Prior to any installation and/or operation of the Licensed Software, The Licensee shall provide CODY with advanced written confirmation, on a form and/or in a manner reasonably prescribed by CODY, that the Licensee Environment, as installed, configured, tested and prepared for CODY, meets and/or exceeds the environment specifications set forth in the then current CALE. The Licensee is responsible to pay CODY any and all installation fees and charges set forth in the Proposal where CODY determines during installation that the Licensee Environment does not meet the environment specifications set forth in the then current CALE, and as a result, CODY is unable to install the Licensed Software. The Licensee may incur Additional Services Fees in order to complete installation services at a later date.

d. Licensee shall be solely responsible for the supervision, management, operation and control of the use of the Licensed Software, including without limitation: (i) establishing adequate backup plans in the event of a computer or software failure or disaster, (ii) implementing sufficient procedures to provide adequate security and accuracy of data; (iii) informed use of output of data and (iv) security maintenance and password distribution. To the extent CODY provides Licensee advice with respect to the foregoing as part of the Services or otherwise, Licensee acknowledges and agrees that CODY shall not be liable in any manner for such advice or any actions taken or not taken by any party as a result of or in reliance on such advice.

e. Licensee shall be solely responsible for ensuring that performance of its obligations and exercise of its rights (including without limitation its use of the Licensed Software) under this Agreement comply with all applicable present and future federal, state and local laws, rules, regulations and orders (collectively, "Laws"), including without limitation all present and future Laws

relating to the privacy of individually identifiable medical, financial or other information.

f. Licensee will ensure that CODY's access to Licensee's data and/or systems will be unobstructed and available such that CODY can reasonably meet its obligations under this Agreement.

g. Licensee acknowledges that, in connection with its license of certain Embedded Software from Oracle Corporation ("Oracle"), CODY may be required to report to Oracle certain information about Licensee, including without limitation Licensee's name and address, the Licensed Software licensed by Licensee and the fees payable by Licensee to CODY hereunder, the location at which the Licensed Software will be installed, the applicable license metrics and quantity (including the total number of processors on which the Licensed Software will be installed and/or running and/or the total number of actual named people using the Licensed Software), certain terms of this Agreement and/or such other information about Licensee or this Agreement as Oracle may require from time to time.

h. Licensee agrees to promptly report to CODY any increases in the number of actual named people using the Licensed Software, from the date of this Agreement.

i. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ORACLE BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL, ARISING OUT OF THE USE OF ANY ORACLE SOFTWARE.

j. At no time or for any reason will any results of benchmark tests run on the Oracle programs be published.

k. Oracle will not be required to perform any obligations or incur any liability not previously agreed to between the Licensee, CODY and Oracle.

l. Oracle is designated a third party beneficiary of this Agreement.

m. The Agreement expressly excludes the application of the Uniform Computer Information Transactions Act.

n. The Licensee acknowledges that some Oracle programs may include any source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of this Agreement.

o. Licensee acknowledges that in the event the Licensee possesses its own Oracle Licensing, that the Licensee may be required to report to CODY and/or otherwise verify on a form and/or in a manner prescribed by CODY, that the Oracle Licensing meets CODY's requirements.

p. By its execution hereof, Licensee agrees that CODY may provide such information about Licensee to Oracle and/or any other of CODY's Licensors, as required by such Licensors.

4. Delivery.

a. CODY may, at its option, deliver the Licensed Software, in person, on tangible media (i.e., diskette, CD-ROM, etc.) or by making the Licensed Software available for download from its website at www.codysystems.com.

5. Project Management, Installation, Training and Additional Services.

a. In connection with the Licensed Software, CODY shall provide Licensee with the Project Management, Installation, Training and any other services set forth in the Proposal.

b. From time-to-time during the term hereof, Licensee may desire to have CODY perform certain additional services ("Additional Services"). CODY shall perform such Additional Services agreed to in writing by the parties subject to the terms and conditions hereof.

c. Except as otherwise provided in this section, Licensee shall be solely responsible for installation of the Licensed Software.

6. Data Conversion and Data Migration Services.

a. To the extent that the Proposal provides Data Conversion Services, CODY will perform such services.

i. Data Conversion Services will not commence in any way, shape, or form, unless and until the "Go Live Payment," as set forth in Exhibit A, is received by CODY.

b. To the extent that the Proposal provides Data Migration Services, CODY will perform such services.

c. In regard to Data Conversion and Migration Services, while CODY will make its best reasonable efforts to complete the work, both of these services are inherently an inexact science, and any guarantee of successful completion in regard to them would be unethical for CODY to provide. There may be factors beyond our control that prevent the services from being successfully completed. Licensee expressly understands, acknowledges, and accepts these conditions and parameters in regard to the Data Conversion and Migration Services, and will not hold CODY responsible in the event that CODY is unable, after making every reasonable effort, to convert and/or migrate any or all of the data.

7. Support Services and Active Remote Monitoring Services.

a. During the term of this Agreement, CODY will furnish the Licensee with warranty and support services in accordance with CODY's Licensed Software Support Services Policies and Procedures attached hereto under Exhibit C (the "Software Support Services").

b. During the term of this Agreement and if Licensee has purchased the ARM option, CODY will furnish the Licensee with Active Remote Monitoring Services ("ARM") in accordance with CODY's Active Remote Monitoring Services Policies and Procedures attached hereto under Exhibit C. All further references to ARM in

this Agreement assume that ARM has been purchased. If ARM has not been purchased, these references shall have no effect.

c. Warranty Support Services and ARM are provided for a period of 365 days from the date of the initial installation of the Licensed Software, unless otherwise specified in the Proposal.

d. General Support Services and ARM are provided for a period of 365 days from the date of the anniversary of the initial installation of the Licensed Software, unless otherwise specified in the Proposal. Fees associated with subsequent years' General Support Services and ARM shall be due prior to the anniversary of the initial Licensed Software installation, unless otherwise specified in the Proposal.

e. Support Services or ARM for Licensed Software purchased AFTER the initial installation shall be provided upon installation of the additional Licensed Software and shall run concurrently with the existing Licensed Software support term. Fees for Support Services or ARM associated with additional Licensed Software shall be pro-rated based upon the date of installation of such additional software.

f. Licensee shall be solely responsible for providing the Licensee Environment necessary to run the Licensed Software and to connect to CODY by high speed (minimum 128 kbps) connection. All telephone and connection arrangements and charges from Licensee's facility to CODY shall be Licensee's responsibility.

g. Any services requested by Licensee and provided by CODY outside the scope of the Support Services and/or ARM shall be billable on a time and materials basis at CODY's then current rates and Licensee shall pay all such amounts in accordance with the provisions of Section 8 hereof.

h. CODY may, in its sole discretion, require and direct Licensee to install certain Updates, including but not limited to updates of third party software products such as operating system software, connectivity software, etc., within a specified time period after their release and may modify, suspend or terminate the Support Services or ARM, in whole or in part, upon Licensee's failure to timely do so, without liability or obligation to Licensee. Nothing herein shall be construed as requiring CODY to support more than the most recent release of the Licensed Software.

i. Licensee shall assist CODY in documenting or replicating any alleged error or defect in the Licensed Software. In the event that CODY determines that such error or defect was not caused by the Licensed Software, but was the result of the licensee's environment or some other cause within Licensee's control, CODY shall be entitled to reimbursement from Licensee for time and materials expended by CODY in identifying and rectifying such error or defect and Licensee shall pay all such amounts invoiced by CODY in accordance with the terms of Section 8 hereof. CODY shall have no liability for any materials provided by Licensee to CODY in connection with this paragraph.

j. In addition to any other remedy available to it, CODY may suspend or terminate the Support Services or ARM, in whole or in part, upon Licensee's failure to timely pay the Support Fees, without liability to Licensee or others. If Licensee fails to pay Support Fees and/or ARM Fees or otherwise terminates Support Services and/or ARM and later wishes to resume Support Services and/or ARM, Licensee may be required to, as a condition to resumption of Support Services and/or ARM, pay all unpaid Support Fees and/or ARM Fees for the intervening periods (from the last date of paid support), as well as for the current support period.

k. Further, in conjunction with any termination of Support Services and/or ARM, and upon resumption of such services, CODY may require the Licensee to certify, on a form and/or in a manner reasonably prescribed by CODY, that the Licensee Environment continues to meet or exceed the environment specifications set forth in the then current CALE. Licensee acknowledges that CODY may charge a fee for such re-certification and the Licensee agrees to pay such fee, prior to the resumption of Support Services and/or ARM.

8. Fees; Payment.

a. In consideration of the License, Licensee shall pay CODY license fees ("Fees") in such amounts and at such times as set forth in the Proposal, Exhibit A herein and pay any invoice(s) issued by CODY in connection with the execution of this Agreement (each, an "Invoice"). The Invoice terms are hereby incorporated herein by reference.

b. In consideration of the Project Management, Installation and Training Services, Licensee shall pay CODY the fees for such services set forth in the Proposal herein and any invoice(s) issued by CODY in connection with the execution of this Agreement (each, an "Invoice").

c. In consideration of the Data Conversion and/or Data Migration Services (if applicable), Licensee shall pay CODY the fees for such services set forth in the Proposal herein and any invoice(s) issued by CODY in connection with execution of this Agreement (each, an "Invoice"). Any deposit payments made by the Licensee for such Data Conversion and/or Data Migration Services are NON REFUNDABLE.

d. Licensee shall pay CODY for Additional Services, if any, in accordance with CODY's then-current rates, or as otherwise agreed in writing between CODY and Licensee (the "Additional Services Fees").

e. Support Services and ARM shall be provided during the Warranty Period (as hereinafter defined in Section 11) free-of-charge. After expiration of the Warranty Period, in consideration of the Support Services and ARM, Licensee shall pay CODY the support fees and ARM Fees set forth in the Proposal ("Support Fees"). Support and ARM Fees shall be payable annually in advance. CODY agrees to not change the annual Support Fee associated with a piece of Licensed Software already purchased by Licensee. Should Licensee purchase additional Licensed Software,

including without limitation, additional licenses for the already purchased Licensed Software, there will be additional Support Fees for such software

Except as otherwise provided in Section 8.a. hereof, Licensee shall pay all Fees and Expenses within thirty (30) days after the date of CODY's invoice therefore. All payments shall be made in U.S. currency. Any sum not paid by Licensee when due shall bear interest until paid at a rate of 1.5% per month (18% per annum), or the maximum rate permitted by law, whichever is less. Licensee shall be responsible for the costs, including without limitation, attorneys' fees and court costs, incurred by CODY in connection with CODY's collection of any past-due amounts under this Agreement. Licensee shall bear and be solely responsible for the payment of all taxes levied or assessed in connection with the License, the Services and/or this Agreement, if any, including, but not limited to, all sales, use, rental receipt, personal property, import and value-added or other taxes (but excluding taxes based solely upon CODY's income).

9. Term and Termination.

a. The term of this Agreement shall commence on the earlier of the dates, appearing on the signature page hereof and shall continue until terminated in accordance with Section 9.b. hereof.

b. This Agreement may be terminated as follows:

i. By either party, in the event of a material breach hereof by the other party, which breach remains uncured thirty (30) days after written notice thereof is given to the breaching party; provided, however, that this Agreement shall terminate immediately upon a breach by Licensee of any provision of Sections 2, 10, 15 or 16 hereof;

ii. By Licensee, effective immediately upon written notice to CODY, in the event the Licensee ceases to actively conduct its business;

iii. By either party, effective immediately upon written notice to the other party, should the other party admit in writing its inability to pay its debts generally as they become due; make a general assignment for the benefit of creditors; institute proceedings to be adjudicated a voluntary bankruptcy, or consent to the filing of a petition of bankruptcy against it; be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; seek reorganization under any bankruptcy act, or consent to the filing of a petition seeking such reorganization; or, have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in insolvency covering all or substantially all of such party's property or providing for the liquidation of such party's property or business affairs; or

iv. By CODY, in whole or in part, immediately if CODY ceases providing the Licensed Software and/or the Services to its customers generally.

c. Upon termination of this Agreement pursuant to Section 9 (b)(i)(ii) or (iii), Licensee shall immediately (i)

discontinue all use of the Licensed Software, and (ii) at CODY's option, return or destroy all copies of the Licensed Software and all other CODY-provided materials. In such event, the License and rights granted hereunder shall expire and Licensee shall have no further rights or access to the Licensed Software. Licensee acknowledges and agrees that in contemplation of its performance hereunder, upon execution hereof, CODY will incur certain irrevocable obligations to its Licensors and others. If Licensee terminates this Agreement prior to payment, it will promptly reimburse CODY for all such irrevocable obligations incurred on Licensee's behalf.

10. Proprietary Rights; Confidentiality.

a. CODY and its Licensors own all right, title and interest (including but not limited to all copyrights, patents, trademarks, trade names, trade secrets and other proprietary rights) in and to the Licensed Software and all components, reproductions, modifications or derivative works thereof, in whole or in part. CODY may utilize all ideas, suggestions, feedback, improvements, data, reports or the like that Licensee provides to CODY with respect to the Licensed Software without any obligation to Licensee. Licensee shall not publish any results of any benchmark tests run on the Licensed Software or any portion thereof.

b. Although copyrighted, the Licensed Software is unpublished and contains proprietary and confidential information of CODY and its Licensors. Licensee agrees to maintain the Licensed Software in confidence and to use its best efforts to protect the confidentiality of the Licensed Software.

c. Licensee acknowledges and agrees that any violation by it, its Users, employees, agents or contractors of the provisions or covenants of this Agreement contained in Sections 2 (License), 10 (Proprietary Rights; Confidentiality), 15 (Export) or 16 (U.S. Government Restricted Rights) will cause immediate and irreparable harm to CODY for which money damages will not constitute an adequate remedy. Therefore, Licensee agrees that, in the event of a breach or threatened breach of said provisions or covenants, CODY shall be entitled to injunctive and/or other preliminary or equitable relief, in addition to any other remedies available at law or in equity, without having to prove actual damages or to post a bond.

11. Limited Warranty.

a. CODY warrants the media on which the Licensed Software is provided, if any, to be free from defects in materials and workmanship for ninety (90) days after delivery. Defective media may be returned for replacement without charge during the ninety (90) day warranty period unless the media have been damaged by accident or misuse. In addition, CODY warrants, for one (1) year after installation (the "Warranty Period"), that the unaltered Licensed Software substantially conforms to the Documentation (CODY expressly reserves the right to provide the Documentation on the same media as the Licensed Software) and will function

substantially in accordance with how it was designed to function. CODY's entire liability, and Licensee's exclusive remedy, for breach of the foregoing warranties shall be correction of the program errors that cause the breach of warranty, or if CODY cannot substantially correct a breach in a commercially reasonable manner, Licensee may terminate the License and recover the Fees paid by Licensee for the nonconforming portion of the Licensed Software (subject to the limitation in the last two sentences of Section 11.b. hereof). This limited warranty is void if failure of the Licensed Software has resulted from accident or misuse. Any replacement software will be warranted for the remainder of the original Warranty Period or thirty (30) days, whichever is longer.

b. THE FOREGOING EXPRESS LIMITED WARRANTIES ARE IN LIEU OF AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CODY SPECIFICALLY DISCLAIMS, ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE LICENSED SOFTWARE AND THE SERVICES. Without limiting the generality of the foregoing, CODY does not warrant that: (i) operation of any of the Licensed Software shall be uninterrupted or error free, (ii) CODY will correct all program errors, (iii) functions contained in the Licensed Software shall operate in combinations which may be selected for use by Licensee, or (iv) the Licensed Software will meet Licensee's requirements. To the extent that data is being transmitted over the Internet hereunder, Licensee acknowledges that CODY has no control over the functioning of the Internet or any other information transmission protocol and CODY makes no representations or warranties of any kind regarding the performance or security of the Internet, or any other information transmission protocol or system (including wireless transmission protocols (e.g. EV-DO, Wifi). The successful operation of the Licensed Software is dependent on Licensee's and Users' use of proper procedures and systems and input of correct data.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CODY BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF INCOME, PROFITS, USE OF INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE LICENSED SOFTWARE OR THE PROVISION OF OR FAILURE TO PROVIDE THE SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CODY'S ENTIRE LIABILITY WITH RESPECT TO THE LICENSED SOFTWARE, THE SERVICES AND THIS AGREEMENT SHALL BE LIMITED, IN THE AGGREGATE, TO THE FEES ACTUALLY PAID BY LICENSEE DURING THE TWELVE MONTHS

IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. ANY CLAIM OR ACTION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE LICENSED SOFTWARE OR THE SERVICES MUST BE ASSERTED IN WRITING OR BROUGHT BY LICENSEE, IF AT ALL, WITHIN THE EARLIER OF (i) TWO YEARS AFTER LICENSEE FIRST BECOMES AWARE OF THE FACTS OR CIRCUMSTANCES GIVING RISE TO SUCH CLAIM OR ACTION, OR (ii) THE APPLICABLE STATUTE OF LIMITATIONS, AND THE FAILURE OF LICENSEE TO ASSERT OR BRING SUCH CLAIM OR ACTION WITHIN SUCH TIME PERIOD SHALL CONSTITUTE A COMPLETE WAIVER THEREOF.

c. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CODY'S LICENSORS BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL, ARISING OUT OF THE USE OF OR INABILITY TO USE THE LICENSED SOFTWARE.

12. Copyright and Trademark Indemnification.

a. CODY will defend, at its expense, any action brought against Licensee to the extent that it is based on a claim that the use of the Licensed Software within the scope of this Agreement infringes any United States copyright or trademark. CODY will indemnify Licensee from any costs, damages and fees incurred by Licensee which are attributable to such claim, provided that Licensee notifies CODY promptly in writing, not later than fifteen (15) days after Licensee receives notice of the claim (or sooner if required by applicable law). Licensee shall permit CODY and/or its Licensors, as applicable, to assume sole control of the defense and any settlement negotiations, and shall provide all available information, assistance and authority to enable CODY and/or its Licensors to do so. Licensee shall have no authority to settle any claim on behalf of CODY.

b. Should the Licensed Software become, or in CODY's opinion, be likely to become the subject of a claim of infringement of a copyright or trademark, CODY may (i) procure for Licensee the right to continue to use the Licensed Software, (ii) replace or modify the Licensed Software to make same non-infringing, or (iii) if the right to continue to use cannot be procured or the Licensed Software cannot be replaced or modified, terminate the license to use such Licensed Software, remove the Licensed Software, and where Support Fees were prepaid by Licensee, grant Licensee credit thereon for such portion of the prepaid period as has not yet expired.

c. CODY shall have no liability for any claim of infringement based on the (i) use of Licensed Software which has been altered or modified by persons other than CODY, if such infringement could have been avoided by the use of the unaltered Licensed Software, (ii) use of other than the then latest release of the

Licensed Software from CODY, if such infringement could have been avoided by the use of the latest release of the Licensed Software and such latest version had been made available to Licensee, or (iii) use or combination of the Licensed Software with software, hardware or other materials not provided by CODY.

d. THIS SECTION 12 STATES THE ENTIRE LIABILITY OF CODY AND ITS LICENSORS WITH RESPECT TO INFRINGEMENT BY THE LICENSED SOFTWARE OR ANY PART THEREOF AND CODY NOR ITS LICENSORS SHALL HAVE ANY ADDITIONAL LIABILITY WITH RESPECT TO ANY ALLEGED OR PROVEN INFRINGEMENT.

13. Licensee Conduct. CODY acknowledges and understands that the Licensee cannot indemnify CODY. However, Licensee further acknowledges and agrees that CODY will not be responsible in any way for any claims, losses, liabilities, damages, demands, penalties and expenses (including, without limitation, court costs and attorneys' fees), including without limitation, those of third parties, arising out of or in connection with (a) Licensee's or Users' use of the Licensed Software, (b) access to and/or use of the Licensed Software by or through the Licensee Environment or any portion thereof, even if such access or use was not authorized by Licensee, (c) any infringement claim described in Section 12.c hereof, (d) any breach by Licensee, its Users, employees, agents or contractors of any representation, warranty or covenant of Licensee hereunder, or (e) any negligent or intentional acts committed by Licensee, any User, or any other third party.

14. Software Escrow. Within a reasonable time following execution of this Agreement, CODY shall take all steps necessary or appropriate to add Licensee as a beneficiary of CODY's software escrow agreement with its current vendor, the pertinent terms of which are set forth on Exhibit D hereto.

15. Export. Licensee shall comply with all export or re-export restrictions and regulations imposed by the government of the United States. Without limiting the generality of the foregoing and regardless of any disclosure made by Licensee to CODY of an ultimate destination of the Licensed Software, Licensee shall not re-export or transfer, whether directly or indirectly, the Licensed Software or any system containing such Licensed Software, to anyone outside the United States without first obtaining a license from the U.S. Department of Commerce or any other agency or department of the United States Government, as required.

16. U.S. Government Restricted Rights. If the Licensed Software is provided to the United States Government, use, duplication or disclosure of same shall be governed by this Agreement and any applicable FAR provisions. Without limiting the generality of the foregoing, Licensed Software delivered subject to the DOD FAR Supplement is "commercial computer software" and use, duplication and disclosure of same, including documentation, shall be subject to the licensing restrictions set forth herein and, with respect to the Embedded Programs, all applicable third party license agreements. Otherwise,

the Licensed Software delivered subject to the Federal Acquisition Regulations is "restricted computer software" and use, duplication and disclosure of same, including documentation, shall be subject to the restrictions in FAR 52.227-19, Commercial Computer Software-Restricted Rights (June 1987). CODY Computer Services, Inc., 1005 East High Street, Pottstown, PA 19464.

17. Force Majeure. CODY shall not be liable to Licensee for any failure or delay caused directly or indirectly by events beyond CODY's reasonable control, including, without limitation, Licensee's failure to furnish necessary information or equipment; sabotage; failure or delays in transportation or communication; failures or substitutions of equipment; labor disputes; accidents; shortages of labor, fuel, raw materials or equipment; or technical failures (including without limitation defects in any Embedded Software).

18. LEFT BLANK INTENTIONALLY (NOT APPLICABLE)

19. LEFT BLANK INTENTIONALLY (NOT APPLICABLE)

20. Miscellaneous.

a. This Agreement, including all Exhibits attached hereto, supersedes all prior discussions, understandings and agreements (whether verbal or in writing) between the parties with respect to the subject matter hereof, and constitutes the entire agreement between the parties with respect to the matters contemplated herein. Without limiting the generality of the foregoing, this Agreement supersedes all previous license or similar agreements with respect to software and services previously provided by CODY to Licensee, which agreements are hereby terminated; provided, however, that Licensee shall continue to pay all fees and other amounts payable pursuant to such prior agreements, which payment provisions shall survive termination thereof. With the exception of the payment obligations referenced in the preceding sentence, all rights and obligations of CODY and Licensee with respect to the Software and related Services shall be defined exclusively by this Agreement. This Agreement shall not be modified or amended except in a writing executed by both parties hereto. The Exhibits to this Agreement may be supplemented from time to time by written agreement of the parties to incorporate additional Software, Services or otherwise.

b. This Agreement is made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws provisions thereof. Any dispute arising out of or in connection with this Agreement shall be adjudicated exclusively in the state or federal courts located in Chester County, Pennsylvania, and all parties consent to personal jurisdiction and venue therein.

c. CODY's Licensors shall be third party beneficiaries of this Agreement to the extent of the Embedded Programs provided by them. Except as

otherwise expressly provided herein, this Agreement will not be construed as conferring any rights on any other persons.

d. All notices, consents, waivers or other communications which are required or permitted hereunder will be sufficient if given in writing and delivered personally, by overnight mail service, by facsimile or electronic mail or by registered or certified mail, return receipt requested, postage prepaid, to the parties at the addresses set forth above (or to such other addressee or address as will be set forth in a notice given in the same manner). All such notices will be deemed to have been given three (3) business days after mailing if sent by registered or certified mail, one (1) business day after mailing if sent by overnight courier service, or on the date received if delivered personally or sent by facsimile or electronic mail.

e. Neither party will by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other party will not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement.

f. If any provision of this Agreement will be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions hereof will not be affected thereby. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, INDEMNIFICATION OR EXCLUSION OF DAMAGES OR OTHER REMEDY IS INTENDED TO BE ENFORCED AS SUCH. FURTHER, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY UNDER THIS AGREEMENT IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES OR OTHER REMEDIES SHALL REMAIN IN EFFECT.

g. This Agreement may be executed in one or more counterpart copies, each of which will be deemed an original and all of which will together be deemed to constitute one agreement.

h. Each of the parties represents and warrants that the execution, delivery and performance of the Agreement has been duly authorized on its behalf by the requisite governing board, council, management official or representative in accordance with applicable legal requirements and procedures and that the person signing on its behalf has sufficient authority.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement as of the earlier of the dates written below.

CODY:

CODY COMPUTER SERVICES, INC.

By: _____

Printed Name: _____

Its: _____

Date: _____

LICENSEE:

EAST FALLOWFIELD TOWNSHIP
(POLICE DEPARTMENT)

By: _____

Printed Name: _____

Its: _____

Date: _____

EXHIBIT A

PROPOSAL

See the two (2) page Proposal, dated October 27, 2009 attached to this Exhibit.

TERMS

The Total Project Costs are \$15,000.00 The Licensee agrees to pay CODY for the Licensed Software and Services, according to the following schedule:

- Upon contract signing the Licensee shall pay CODY the Total Project Costs in the amount of \$15,000.00.
- Support Services shall be included and provided free of charge during the Warranty Period, which shall extend for one (1) year from the date of the installation of the Core Licensed Software.
- One (1) year from the date of the Core Licensed Software installation, the yearly support fee of \$2,267.72 for the second year of Support Services is due.
- The recurring yearly support fee is due each and every subsequent year on the anniversary of the Core Licensed Software installation.

EXHIBIT B

CONTRACTOR'S CONFIDENTIALITY, NON-DISCLOSURE AND INDEMNITY AGREEMENT

This Agreement ("Agreement") is made and entered into as of the ___ day of _____, 20__ by and between CODY Computer Services, Inc., a Pennsylvania corporation, with its principal place of business located at 1005 High Street, Pottstown, PA 19464 ("CODY") and _____, a _____, with its principal place of business located at _____ ("Contractor").

BACKGROUND

WHEREAS, CODY has granted to **East Fallowfield Township (Police Department)** ("Licensee") a non-exclusive, non-transferable limited license to use certain proprietary software applications and related documentation and other materials (the "Licensed Software") as set forth in the Software License Agreement dated _____, 20__ (the "License Agreement");

WHEREAS, the License Agreement imposes certain confidentiality, nondisclosure and other obligations on Licensee with respect to the Licensed Software (the "Licensee Obligations");

WHEREAS, Contractor provides certain services to Licensee and in connection with the provision of such services, has access to the Licensed Software; and

WHEREAS, to ensure that Contractor maintains the confidentiality of the Licensed Software and does not cause a breach of the Licensee Obligations, CODY desires that the parties hereto enter into this Agreement.

NOW THEREFORE, in consideration of the premises set forth above, and the mutual covenants contained herein, and intending to be legally bound hereby, CODY and Contractor agree as follows:

1. Proprietary Rights; Confidentiality.

a. Contractor acknowledges that as between CODY and Licensee, CODY and its Licensors own all right, title and interest (including but not limited to all copyrights, patents, trademarks, trade names, trade secrets and other proprietary rights) in and to the Licensed Software and all components, reproductions, modifications or derivative works thereof, in whole or in part.

b. Although copyrighted, the Licensed Software (and Embedded Programs) is unpublished and contains proprietary and confidential information of CODY and its third party licensors ("Licensors"). Further, CODY has information (in hard-copy, machine-readable, or any other format), including without limitation, CODY's business practices, technological processes and/or practices, technical methodologies (especially in regard to Licensed Software architecture, ExpressBridge configuration and C.O.B.R.A. processes), project management methodologies, documentation, formulas, processes, database schema, database metadata, and other elements of confidential and proprietary information that has been developed by CODY at a significant investment of time and/or significant expenditure of money and/or resources, whether or not such elements

are covered by copyright, trademark, patent, and whether or not such elements are considered trade secrets under applicable law. (such elements are collectively referred to as "Confidential Information"). Licensed Software is considered Confidential Information as defined herein. Contractor agrees to maintain the Confidential Information in confidence and to use its best efforts to protect the confidentiality of the Confidential Information (and the Embedded Programs). Further, the Contractor agrees to only use the Confidential Information for the express purpose of providing the services that it has contracted with the Licensee to provide. As used in this Agreement, "Embedded Programs" means all third party software, modules, products, interfaces, data files and other files and programs provided by CODY as part of or in connection with the proprietary software.

2. Licensed Software.

a. Contractor shall use the Licensed Software, and any/all other Confidential Information solely on behalf of and for the benefit of Licensee and shall not use the Licensed Software for its own, or for any other person's or entity's, purposes or benefit.

b. Contractor shall not sell, lease, assign, or otherwise transfer, in whole or in part, the Licensed Software, or other Confidential Information and CODY-provided materials, or any licenses or rights granted under the License Agreement.

c. Contractor acknowledges that the license granted to Licensee under the License Agreement is for the object code version of the Licensed Software only. Contractor shall not and shall not permit anyone under its direction or control to, reverse engineer, disassemble or de-compile the Licensed Software or attempt to do so. Contractor shall not modify, adapt, translate or create derivative works of the Licensed Software. Embedded Programs may be used only in conjunction with the Licensed Software. Embedded Programs may not be used for purposes of application development, modification or customization, or running programs other than the Licensed Software. Further, Contractor shall not use any Confidential Information for any of the purposes set forth in this paragraph, or for any other purpose beyond the limited purpose inherent in providing the specific contracted-for services for Licensee.

d. Contractor shall not copy the Licensed Software or any part thereof, or any other Confidential Information except as provided in the License Agreement at the direction and for the sole benefit of Licensee. Contractor shall include on all copies of the Licensed Software all copyright, government restricted rights and other proprietary notices or legends included on or in the Licensed Software as provided to Licensee.

e. Contractor shall comply with all export or re-export restrictions and regulations imposed by the government of the United States. Without limiting the generality of the foregoing and regardless of any disclosure made by Licensee or Contractor to CODY of an ultimate destination of the Licensed Software, Contractor shall not re-export or transfer, whether directly or indirectly, the Licensed Software or any system containing such Licensed Software, to anyone outside the United States without first obtaining a license from the U.S. Department of Commerce or any other agency or department of the United States Government, as required.

f. If the Licensed Software is provided to the United States Government, use, duplication or disclosure of same shall be governed by this Agreement, the License Agreement, and any applicable FAR provisions, including without limitation FAR 52.227-19.

g. Notwithstanding anything to the contrary herein, Contractor's access to and use of the Embedded Programs shall be and remain subject to all terms, conditions and licenses imposed by the manufacturers and or/third party Licensors of such Embedded Programs, and Contractor shall comply with same.

3. Termination. Upon the earlier of (a) termination of the License Agreement, or (b) termination of Contractor's relationship with Licensee, Contractor shall immediately (i) discontinue all use of the Licensed Software and (ii) at CODY's option, return or destroy all

copies of the Licensed Software, other Confidential Information and all other CODY-provided materials.

4. Remedies. Contractor acknowledges and agrees that any violation by it, its employees, agents or contractors of the provisions and covenants of this Agreement will constitute immediate and irreparable harm to CODY for which money damages will not constitute an adequate remedy at law. Therefore, Contractor agrees that, in the event of a breach or threatened breach of said provisions or covenants, CODY shall be entitled to injunctive and/or other preliminary or equitable relief, in addition to any other remedies available at law, without having to prove actual damages or post a bond.

5. Indemnification by Contractor. Contractor shall defend, indemnify and hold CODY harmless from and against any claims, losses, liabilities, damages, demands, penalties and expenses (including, without limitation, court costs and attorneys' fees) arising out of or in connection with any breach by it, its employees, agents or contractors of any term, representation, warranty or covenant contained in this Agreement.

6. Miscellaneous.

a. This Agreement supersedes all prior discussions, understandings and agreements between the parties with respect to the subject matter hereof and constitutes the entire agreement between the parties with respect to the matters contemplated herein. This Agreement shall not be modified or amended except in a writing executed by both parties hereto.

b. This Agreement is made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without reference to any provision regarding conflicts of laws. Any dispute arising out of or in connection with this Agreement shall be adjudicated exclusively in the state or federal courts located in Montgomery County, Pennsylvania, and all parties consent to personal jurisdiction and venue therein.

c. The provisions set forth in this Agreement are for the sole benefit of the parties hereto and their successors and permitted assigns and they will not be construed as conferring any rights on any other persons.

d. All notices, consents, waivers or other communications which are required or permitted hereunder will be sufficient if given in writing and delivered personally, by overnight mail service, by facsimile or electronic mail or by registered or certified mail, return receipt requested, postage prepaid, to the parties at the addresses set forth above (or to such other addressee or address as will be set forth in a notice given in the same manner). All such notices will be deemed to have been given three (3) business days after mailing if sent by registered or certified mail, one (1) business day after mailing if sent by overnight courier service, or on the date received if delivered personally or sent by facsimile or electronic mail.

e. Neither party will by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other party will not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement.

f. If any provision of this Agreement will be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government

having jurisdiction over this Agreement, the validity of the remaining provisions hereof will not be affected thereby.

g. Whenever used in this Agreement, the singular will include the plural, the plural the singular, and the word "or" is used in the inclusive sense.

h. This Agreement may be executed in one or more counterpart copies, each of which will be deemed an original and all of which will together be deemed to constitute one agreement.

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

CODY

CONTRACTOR

CODY COMPUTER SERVICES, INC.

NAME: _____

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT C
SOFTWARE SUPPORT SERVICES

CODY does not use voice mail. During normal business hours, your Support call will be answered personally.

Warranty Support Service:

Licensees are entitled to Warranty Support Service for a period of 365 days from the date of installation of the Core Licensed Software. Warranty Support Service covers all types of technical and operational questions related to the correct operation of the CODY Software. Warranty Support Service is available between the hours of 9:00 a.m. and 7:00 p.m. (Eastern Standard Time), Monday through Friday, excluding holidays. All updates and maintenance releases to the system are provided at no charge during the Warranty Period.

General Support Service:

General Support Service begins when the Warranty Period expires and the applicable Support Fees are paid. Recurring Support Fees are outlined in the Proposal. General Support Service covers both technical and operational questions related to the correct operation of the CODY Software. General Support Service is available between the hours of 9:00 a.m. and 7:00 p.m., (Eastern Time) Monday through Friday, excluding holidays. General Support Services include the delivery of software updates and maintenance releases, at no additional charge, provided Support Fees are paid in full.

Emergency Support Service:

Emergency Support Service is provided as part of Warranty and General Support Services and is available 24 hours a day, seven days a week. There are two (2) types of Emergency Support: Mission-Critical and Non-Mission Critical. At all times, preference is given to a support call defined as Mission-Critical. Emergency Support Service is provided outside of normal business hours, as noted below:

Mission-Critical Emergency Support is available to Licensees who run mission-critical applications, such as Computer Aided Dispatch. Mission-Critical Support Service is offered 24 hours a day, seven days a week. A mission critical emergency is one that disrupts the normal functionality of the Licensed Software and consistently prevents the User from performing his or her duties within the system. When a mission-critical emergency occurs, contact CODY Headquarters at 610-326-7476 at any time. Outside of business hours, CODY's professional answering staff will answer the call, and forward the issue to the appropriate CODY Technician, who will begin diagnosing the problem and will return the call, usually within fifteen (15) minutes.

Non-Mission Critical Emergency Support is available to Licensees who are not running mission-critical applications, but who may experience a total Licensed Software failure. A total Licensed Software failure is defined as a situation in which the Licensed Software will not run from any workstation. Licensees should keep in mind that outside influences (hardware, power or operating system problems) should be ruled out before concluding that a CODY Licensed Software failure has occurred. When a non mission-critical emergency occurs, contact CODY Headquarters at 610-326-7476 at any time. Outside of business hours, CODY's professional answering staff will answer the call, and forward the issue to the appropriate CODY Technician, who will begin diagnosing the problem and will return the call, usually within fifteen (15) minutes.

Support calls requesting assistance with normal system operation are not considered emergencies. The Licensee may incur additional charges for such a call.

Internet and On-Line Support Service:

CODY maintains an Internet website, www.codysystems.com. From this site, clients may view Frequently Asked Questions, may read and download technical bulletins, and may participate in a user's forum, etc. A password and authentication process secures the download area. Licensees may obtain a password by registering on the website. CODY requires that the Licensee permit on-line support. A high speed connection of not less than 128 kbps is required. The Licensee must have a current version of Remote Administrator or pcAnywhere® installed and configured to allow a CODY Support Specialist access to the CODY Licensed Software, the Oracle Database Client Software and/or the Oracle Database Administrator Tools.

CODY Support Specialists will NOT make a connection to a Licensee's system without the Licensee's knowledge.

If the Licensee is unable or unwilling to provide the on-line access described above, additional charges may apply. Further, if there are factors beyond the control of CODY, that prohibit on-line support services and/or require an on-site visit, additional charges may apply.

Regarding Email and Fax support:

CODY accepts submission of support issues via email and fax. However, due to the personal nature of our support and to ensure timely responses, we have a strong policy preference to phone calls. As such, bare email and fax submissions are

never given priority over issues via phone call, and will be handled in the order in which they are received. If clients have critical support issues, they are strongly advised to submit them via a phone call to CODY Support. Certainly, emails or faxes in support of phone calls (providing documentation, screenshots, etc.) may be useful and should also be sent when appropriate. But at no time should any client expect an immediate response to issues submitted via email and/or fax.

Updates and Maintenance Releases:

A CODY Support Specialist may perform an update or apply a maintenance release on-line. An update or maintenance release will **NOT** be performed, as follows

- On any day, after 3:00 p.m. (EST)
- On a Friday, after 12:00 p.m. (EST)
- On a day preceding a holiday, after 12:00 p.m. (EST)
- If the CODY Licensee's System Administrator is unable to be present for the duration of any update or maintenance release.

Oracle upgrades are NOT covered under the normal Support Contract. Licensees may incur additional charges for changes and/or upgrades to Oracle licensing, etc.

Services Not Covered Under Warranty or General Support:

The following are examples of typically requested services that are NOT covered under Warranty or General Support. The referenced examples are for illustration purposes only and they are not intended to be an exhaustive list of services not covered under Warranty or General Support. CODY does not provide hardware or operating system services. We will not offer support in those areas. However, we do realize that it is not always obvious to the end user whether a suspected malfunction is hardware or software related. With this in mind, we may offer assistance in identifying the source of a suspected malfunction and attempt to determine whether the malfunction falls within the scope of our support services.

The services involved with moving a CODY System from one server to another server, commonly referred to as a "Server Move" are NOT covered under Warranty or General Support. Assistance rendered by CODY for upgrading hardware, particularly a server, shall be billed at the then current hourly rate for time spent on the upgrade. **Prior to any hardware or operating system upgrade or change, it is critical that a consultation with a CODY Support Specialist occur.**

The services associated with rebuilding a damaged system are NOT covered under Warranty or General Support. Assistance provided by CODY to rebuild a damaged system may result in additional charges for such assistance.

Licensee Requirements:

Prior to software installation, the Licensee must have a functioning TCP/IP network infrastructure. In C.O.B.R.A. situations, there must be sufficient network infrastructure and connections established between the central host agency and each Participating Agency, as well as for all workstations (including mobile ones). The successful installation of CODY Licensed Software requires that certain minimum environment requirements be met (please see the Licensed Software Agreement for the definition of the CODY Approved Licensee Environment ("CALE")). CODY reserves the right to postpone an installation if the Licensee's network is not adequate or if any other portion of the Licensee Environment does not conform to the CALE. If, after installation, environment anomalies occur due to a lack of adherence to the CALE, the Licensee may be charged for any support that CODY provides in order to correct the anomalies.

Support Call Procedures:

- **The System Administrator (or the designee) should be the only person who makes support calls.**
- Circumstances or tasks being performed at the time of an alleged error should be documented. Any error message that has been generated **MUST** be written down (word for word) or printed. If possible, the User who encountered the alleged error should be available at the time a support call is made.
- The Licensee should follow up an email or fax regarding an alleged error report with a telephone call to CODY.

Required Skills for the System Administrator:

The System Administrator should possess a working knowledge of the Windows 95/98/2000/NT4 Graphical User Interface, as well as some basic computer knowledge.

Fundamental system administration skills include, but may not be limited to:

- Ability to save, copy, move and delete files in Windows
- Ability to download files from the Internet
- Ability to locate drives in Windows and map/share network drives, if applicable
- Ability to resize, move and find open Program windows

- Ability to add, configure and delete printers and print drivers
- Knowledge of common Windows error messages and steps to resolve them

CODY strongly advises that the System Administrator be capable of performing these fundamental tasks.

ACTIVE REMOTE MONITORING SERVICES (for C.O.B.R.A. installations)

Active Remote Monitoring (“ARM”) is a service provided by CODY as an optional extension of our Software Support Services. ARM is designed to provide peace of mind beyond even CODY’s standard Support Services to the C.O.B.R.A. network administrator by having a CODY ARM Technician keep tabs on the C.O.B.R.A. Center-point Server installation and all connections to Disparate Databases. Services provided under ARM include:

- **24x7 Mission Critical Emergency Support** – With ARM, **all** issues related to C.O.B.R.A. are deemed Mission Critical Emergency Issues and will be handled according to the Mission Critical Emergency Support procedures set forth above in the Support Services Section. Without ARM, C.O.B.R.A. issues will be handled according to the standard Support Services breakdown set forth above.
- **Regular Diagnostic Checks** – CODY ARM Technicians perform regular/periodic full system diagnostic checks to ensure optimum performance.
- **Preemptive Alerts** – If during a Diagnostic Check, a CODY ARM Technician detects a disruption in the connection between the C.O.B.R.A. Center-point and a Disparate Database, he/she will attempt to contact the C.O.B.R.A. System Administrator by both phone and email within a reasonable time after detecting the disruption to notify the Administrator of the issue, and coordinate a plan to resolve the issue.
- **Remote resolution of C.O.B.R.A. software Connection issues** – CODY ARM Technicians will make use of the high-speed connection between the Licensee’s system and the CODY Support Center to resolve connection issues with C.O.B.R.A. While most issues can be corrected remotely, be aware that despite our best efforts, we may need additional help on the ground at the Licensee’s site, and ultimately may not be able to resolve every issue remotely. Also, many times the underlying issue causing connection issues has no relation to our software, but is caused by hardware/network/infrastructure or other variables beyond our control. This being said, while this service is formally related to issues with our software only, functionally we will also help you diagnose, and in cases where it is feasible, correct issues that are related to external factors. (hardware/network/infrastructure/etc.)

NOTE: As with all CODY Support Services, CODY Technicians will never establish a Support, ARM, or other diagnostic connection to the Licensee’s server without the Licensee’s knowledge.

NOTE: As with all CODY Support Services, ARM relies upon a functional high-speed connection between the C.O.B.R.A. Center-point Server and CODY Support. Please see the section above in the Support Services Section for details. Understand that the provision of ARM services is not intended to guarantee any “up-time” percentage, or any other level of performance, but is strictly provided as a service to aid you in keeping your C.O.B.R.A. network running as smoothly as possible. CODY will make every reasonable effort to assist in the prevention, diagnosing, and correction of issues, according to our support policies and procedures. These policies and procedures are subject to reasonable change.

EXHIBIT D

SOFTWARE ESCROW PERTINENT TERMS

All CODY-generated source code will be held in escrow by:

Lincoln-Parry SoftEscrow, Inc.
9800 MT PYRAMID COURT
Suite 400
Englewood, Colorado 80112

The Client is added to the beneficiary list automatically upon installation. Notification of such action will be provided, along with forms necessary to file a claim under the escrow agreement.

The following is quoted from the contract between CODY Computer Services, Inc. and Lincoln-Parry:

“A4. EVENTS CAUSING RELEASE

“The Software shall be held in escrow by the Trustee until the earliest of the following events

- (1) A petition in bankruptcy, or an assignment for the benefit of creditors of the Licensor is filed by the Licensor, or a third party against the Licensor and is not dismissed within 30 days of its filing;
- (2) A cessation of normal business operations by the Licensor during the term of this agreement;
- (3) A refusal by the Licensor to provide the Software maintenance and support services required of it under its program license agreement with the Licensee, which refusal has been preceded by a notice in writing to the Licensor that its continued default would cause the Licensee to invoke its rights under this agreement fifteen (15) days after the date of said notice.”