

FORT BEND COUNTY, TEXAS

RQ111 Date 10/29/2012

Time 3:44:22PM

Requisitions

Requisition 78232 Buyer 15

For 5601A Sheriff-Patrol

Delivery Date 10/11/2012

Approval Value 7580.14

Requester mullilou Lou Ann Mullings

Vendor 10902 MOTOROLA SOLUTIONS, INC

Deliver To Dennis McAfee

LINE	Item/Venor Item	QTY Ordered	UOM	UNIT COST	Issue Account		
					Activity/Acct	Category	
1	H98UCF9PW6N APX6000 700/800 Model 2	2.00	EA	\$3688.07	415409999 G409-12JAG	64000 23570	10
2	Q58 2 Yr Repair Service Advantage	2.00	EA	\$102.00	415409999 G409-12JAG	63000 23570	

M

7840 N. Sam Houston Pkwy W
Houston, Texas 77064
Prepared by: Ben Zatyka
(832)657-5086

Fort Bend Co Sheriff's Office

10/3/2012

FORT BEND COUNTY SHERIFF'S OFFICE
REGIONAL RADIO SUBSCRIBER EQUIPMENT

HGAC CONTRACT RA05-12

APX 6000 PORTABLE RADIO					PRICE		EXTENDED
Item	Quant	Model	Typical Configuration Description				
1	2	H98UCF9PW6 N	APX6000 700/800 MODEL 2 PORTABLE	2200	\$	1,562.00	\$ 3,124.00
1a	2	Q806	ADD: ASTRO DIGITAL CAI OPERATION	515	\$	365.65	\$ 731.30
1b	2	H38	ADD: SMARTZONE OPERATION	1200	\$	852.00	\$ 1,704.00
1c	2	Q361	ADD: P25 9600 BAUD TRUNKING	300	\$	213.00	\$ 426.00
1d	2	QA00580	ADD: TDMA OPERATION	400	\$	284.00	\$ 568.00
1e	2	G996	ADD: PROGRAMMING OVER P25 (OTAP)	100	\$	71.00	\$ 142.00
1f	2	Q947	ADD: RADIO PACKET DATA	200	\$	142.00	\$ 284.00
1g	2	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	5	\$	3.55	\$ 7.10
1h	2	QA00583	ADD: ENABLE BLUETOOTH SOFTWARE	150	\$	106.50	\$ 213.00
1i	2	QA01767	ADD: APX 6000 RADIO AUTHENTICATION	100	\$	71.00	\$ 142.00
1j	2	Q58	ADD: 2 YR REPAIR SERVICE ADVANTAGE	102	\$	102.00	\$ 204.00
1k	2	QA00782	ENH: INTERNAL ACTIVATION AND GPS BASIC FUNCTIONALITY	100	\$	71.00	\$ 142.00
1l	2	PROMO	ADD: TEXAS CUSTOMER LOYALTY		\$	(300.00)	\$ (600.00)
2	0	RLN5880A	IMPRES CORE 2 WIRE - BLK	105	\$	78.75	\$
3	2	PMMN4065A	APX IMPRES RSM WVOL IP57	97	\$	68.87	\$ 137.74
4	2	WPLN7080	APX 7000 IMPRES CG SU APX7000 US/NA/CA/LA	125	\$	88.75	\$ 177.50
5	2	PMMN4403	LIION IMPRES 2150MAH IP67 BATT	125	\$	88.75	\$ 177.50

\$ 7,580.14

HGAC Fee (PAID) \$
TAX EXEMPT
SHIPPING FREE
TOTAL \$ 7,580.14



FORT BEND COUNTY, TEXAS PURCHASE ORDER

P.O.NUMBER: 95936

PAGE #: Page 1 of 1

P.O.DATE: 10/18/2012

DELIVERY BY:

BUYER: Christina Torres

VENDOR: 14520

TEAM SYSTEMS, INC
2723 DOVE COUNTRY DRIVE
STAFFORD TX 77477-6025
MIKE MOORE

SHIP TO: Sheriff-Detention
1410 Williams Way Blvd.
Richmond TX 77469

BILL TO: COUNTY AUDITOR
301 JACKSON
RICHMOND, TX 77469

DESCRIPTION	QUANTITY		UNIT COST	EXTEND COST
1 5645 BLEACH 10% (LIQUID) 55 GALLONS	2	EA	\$136.50	\$273.00
2 5647 BUILD LIQUID LAUNDRY 55 GALLONS	2	EA	\$610.97	\$1,221.94
3 5648 PH7Q 15 GALLONS	25	EA	\$179.75	\$4,493.75

GRAND TOTAL: \$5,988.69

FORT BEND COUNTY, TEXAS

RQ111 Date 10/8/2012
Time 2:12:24PM

Requisitions

Requisition 76873 Buyer 15 For 5601A Sheriff-Patrol Delivery Date 10/4/2012

Approval Value 5795.00

Requester mullilou Lou Ann Mullings

Vendor 14440 PRODUCTIVITY CENTER, INC

Deliver To Finance

LINE	Item/Venor Item	QTY Ordered	UOM	UNIT COST	Issue Account	
					Activity/Acct	Category
1	SUBSCRIPTION TCLEDDS Subscription Renewal	1.00	EA	\$1911.67	100560100	63000
2	SUBSCRIPTION TCLEDDS Subscription Renewal	1.00	EA	\$1911.67	100512100	63000
3	SUBSCRIPTION TCLEDDS Subscription Renewal	1.00	EA	\$1911.66	200560111	63000
4	SUBSCRIPTION TCLEDDS Subscription Renewal	1.00	EA	\$60.00	360560117 R560-SOLEOSE Y2011	63000

Check/Credit Memo No:

RQ111 Date 10/1/2012
Time 2:59:29PM

FORT BEND COUNTY, TEXAS

Requisitions

Requisition 76855 Buyer 15 For 5601A Sheriff-Patrol Delivery Date 10/1/2012

Approval Value 19990.00

Requester mullilou Lou Ann Mullings

Vendor 18547 PERCEPTIVE SOFTWARE INC

Deliver To Support

LINE	Item/Venor Item	QTY Ordered	UOM	UNIT COST	Issue Account	
					Activity/Acct	Category
1	MAINTENANCE AGREEMENT IMAGENOW AGREEMENT	1.00	EA	\$19990.00	100560100	63000

DIR-SDD-1753

Oct. 1 - Sept. 30, 2013

perceptive software

a Lexmark company

22701 West 68th Street
SHAWNEE, KS 66226-3567
+1 913 422 7525

Remit to : Perceptive Software
PO Box 846261
Dallas, TX 75284-6261
(800)847-4778

Bill to : County of Fort Bend

301 Jackson St Ste 719

Richmond, TX 77469-3108

INVOICE

Company	Invoice No	Date	Page
5097	9004153032	Aug/30/2012	1 of 1

Sales Order: 13954304

Ship to : County of Fort Bend

301 Jackson St Ste 719

Richmond, TX 77469-3108

Customer No.	Opportunity ID	Customer PO Number	Currency	Terms	Due Date
339801		Renewal	USD	Net 30 From Invoice Date	Sep/29/2012

No	Description/Comments	Units	Rate	Extended Price
770	SMSA-ImageNow Client Concurrent License	10 EA	480.00	4,800.00
780	SMSA-WebNow	15 EA	480.00	7,200.00
790	SMSA-CaptureNow Adrenaline	10 EA	299.00	2,990.00
800	SMSA-Recognition Agent	1 EA	800.00	800.00
810	SMSA-ImageNow iScript	1 EA	600.00	600.00
820	SMSA-MS SQL Server Std for ImageNow CAL	25 EA	24.00	600.00
830	SMSA-ImageNow Content Server-T1	1 EA	1,000.00	1,000.00
840	SMSA-ImageNow Document Control Suite-T1	1 EA	1,000.00	1,000.00
850	SMSA-ImageNow Server-Legacy T1	1 EA	1,000.00	1,000.00

Subtotal	19,990.00
Sales Tax	0.00
Invoice Total	19,990.00

Appendix D to DIR Contract No. DIR-SDD-1753 PERCEPTIVE SOFTWARE

THIS AGREEMENT (the "Agreement") is made this ____ day of August 2012 ("Effective Date"), by and between Perceptive Software, LLC, a Delaware corporation, located at 22701 West 68th Terrace, Shawnee, Kansas 66226 ("Perceptive Software"), and Fort Bend County, Texas with offices located at 500 Liberty Street, Room 212, Richmond, Texas 77469-3500 ("Customer").

WHEREAS, Customer desires to acquire an enterprise content management system consisting of computer hardware, software, and services;

WHEREAS, Customer desires to acquire certain perpetual, non-exclusive and non-transferable licenses for the use of Perceptive Software's ImageNow® software and documentation (the "Software") on certain terms and conditions as set forth in DIR Contract No. DIR-SDD-1753 and the End-User License Agreement (the "End-User License Agreement" or the "EULA" as described in Section 1 below);

WHEREAS, Customer desires that Perceptive Software provide certain support services with respect to the Software and maintain the Software by providing Customer upgrades, enhancements and new releases of the Software, and Perceptive Software desires to provide such support services and maintenance on the terms and conditions set forth in this Agreement.

WHEREAS, Customer desires to purchase certain technical services from Perceptive Software on the terms and conditions as set forth in DIR Contract No. DIR-SDD-1753 and this Agreement; and

WHEREAS, Customer may desire to purchase certain computer hardware from Perceptive Software on the terms and conditions as set forth in DIR Contract No. DIR-SDD-1753 and this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants exchanged herein and for other valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. **License.** Perceptive Software, as licensor, hereby grants to Customer perpetual, non-exclusive and non-transferable licenses to use the Software described in Schedule A attached hereto (each a "License" and collectively, the "Licenses") upon the terms and conditions of the ImageNow Product Suite End-User License Agreement accompanying the Software (<https://www.perceptivesoftware.com/customer-portal/eula.psi>), and which is hereby incorporated into and made a part of this Agreement by this reference as if fully set forth herein; provided, however, that Perceptive Software's grant of the Licenses will be of no effect in the event Customer fails to timely pay the license fees for the Licenses. The license fee for each License of the Software, as set forth in the Pricing Index of Appendix C, DIR-SDD-1753, is a one-time fee and is due and payable as provided in Schedule A.

2. **Software Maintenance and Support.** Perceptive Software, upon Customer's payment of the annual Software Maintenance and Support fees provided in this Agreement, shall provide Customer with support services with respect to the Software and shall provide maintenance for the Software by providing Customer with upgrades, enhancements and new releases of the Software, for the term as provided in Section 11(a) below and upon the terms and conditions as set forth in DIR Contract No. DIR-SDD-1753 and the Software Maintenance and Support Agreement attached to this Agreement as Schedule B (the "Software Maintenance and Support"). The Software Maintenance and Support may not extend to any third party software licensed by Perceptive Software and sublicensed to Customer as part of the Software. The annual fee for the Software Maintenance and Support shall be determined and shall be due and payable as provided in DIR Contract No. DIR-SDD-1753 and Schedule A. The Software Maintenance and Support may not include software programs offered by Perceptive Software that offer functionality separate from and unique to the Software, or otherwise has a value and quality separate from the Software, any of which Perceptive Software may price, market and offer separately from the Software.

3. **Technical Services.** Perceptive Software shall provide Customer the Technical Services and Advanced Technical Services as described in Schedule A attached to this Agreement (together the "Technical Services"), subject to the terms and conditions of DIR-SDD-1753 and this Agreement. In consideration for Perceptive Software's provision of the Technical Services, Customer shall pay to Perceptive Software the fees as described in Schedule A, such fees which shall be payable according to the payment terms described in Appendix A, Section 7C of DIR-SDD-1753. If Customer fails to timely pay any invoice for Technical Services, Perceptive Software shall have the right, in addition to any other remedies it may have under DIR-SDD-1753, this Agreement or at law, to suspend its performance of any further Technical Services without any liability to Customer for any damages suffered by Customer arising from or related to such suspension of performance.

4. **Hardware.** Perceptive Software shall provide the hardware for the implementation and execution of the Software as specifically listed in Schedule A attached to this Agreement, if any. The prices for any such hardware provided by Perceptive Software are set forth in Appendix C of DIR Contract No. DIR-SDD-1753 and Schedule A and are due and payable as provided in Appendix A, Section 7C of DIR Contract No. DIR-SDD-1753. The representations and warranties on any such hardware, if any, shall be limited to those made by the original manufacturer thereof, which Perceptive Software hereby assigns to Customer. Perceptive Software makes no warranties with respect to any such hardware, whether express or implied, including, but not limited to, those concerning merchantability or fitness for a particular purpose.

5. **Responsibilities of Customer.**

- (a) Computing and Networking Resources. Except with respect to any hardware described in Section 5 above, Customer shall be solely responsible, at Customer's expense, for causing Customer's application environment to meet and comply with the specifications and requirements set forth in Perceptive Software's ImageNow® Technical Specifications guide provided by Perceptive Software to Customer, and Customer shall be solely responsible, at Customer's expense, for operating and providing ongoing maintenance, service and administration for Customer's application environment, including all hardware and software specified in Perceptive Software's ImageNow® Technical Specifications guide as necessary for implementation and execution of the Software. Any other terms of this Agreement or the EULA to the contrary notwithstanding, Perceptive Software's warranties concerning the Software (as provided in the EULA) and Perceptive Software's Software Maintenance and Support obligations will not extend to any interference with or failure or degradation of the performance of the Software caused by Customer's failure to meet and comply with the specifications and requirements set forth in Perceptive Software's ImageNow® Technical Specifications guide, or Customer's installation, without Perceptive Software's prior written approval, of any other software, whether proprietary or Customer's own, hardware, product or apparatus in the Customer's application environment following the installation of the Software.
- (b) Data Backup. Customer shall regularly make, validate and backup and keep safe copies of its information and other data processed by or used in connection with the Software, such backup copies suitable for restoring such information and data in the event of a data loss event.
- (c) Access and Work Area. Customer shall provide Perceptive Software with timely access to Customer's facilities and to an adequate work area to perform Software and hardware installation and configuration services as contemplated in this Agreement.
- (d) Customer Staff. Customer, at Customer's expense, shall provide timely participation of Customer's necessary functional and/or information technology staff necessary for the timely delivery of the Technical Services and the delivery of the Software Maintenance and Support as contemplated in this Agreement.

6. **Confidential and Proprietary Information.** To the extent allowable under the Texas Public Information Act, Perceptive Software and Customer each acknowledge that all information concerning the other is "Confidential and Proprietary Information," whether furnished or obtained orally, visually or in written form and which includes, without limitation, technology, know-how, trade secrets, processes,

ideas, improvements, inventions and other intangible or intellectual property rights, whether patentable or not, patents pending and other technical, business, commercial, financial and customer information. Perceptive Software and Customer (each a "Receiving Party," as the case may be) will hold the Confidential and Proprietary Information disclosed to it by the other party (the "Disclosing Party") in confidence and, except to the extent required by law or unless authorized in writing by the Disclosing Party, agree not to permit the duplication, use, publication, disclosure or display, in writing, electronically or otherwise, of any such Confidential and Proprietary Information or any information derived therefrom to any person or other entity. To the extent a Receiving Party discloses any Confidential and Proprietary Information to its employees and officers, such disclosure shall be on a limited need-to-know basis and the Receiving Party shall obligate all of its officers and employees to whom the Confidential and Proprietary Information is communicated to abide to the same conditions of confidence and non-use required by the Receiving Party under this Agreement. Subject to compliance with the Texas Public Information Act, the Receiving Party shall not use any part of the Confidential and Proprietary Information for any purpose at any time other than for the purposes of performing its obligations under DIR Contract No. DIR-SDD-1753 and this Agreement and the EULA.

Confidential and Proprietary Information will not include information which (i) is now or hereafter becomes available to the public through no fault of the Receiving Party, (ii) was rightfully within the Receiving Party's possession without restriction on disclosure prior to the date of this Agreement, (iii) was independently developed by the Receiving Party without reference to any Confidential and Proprietary Information, (iv) was rightfully disclosed to the Receiving Party by a third party without any violation of an obligation of confidentiality by the third party disclosing such information, or (v) is requested to be disclosed pursuant to the Texas Public Information Act. If a Receiving Party becomes compelled by law to disclose Confidential and Proprietary Information, the Receiving Party will promptly notify the Disclosing Party. Any violation of this Section 7 shall be considered a material breach of this Agreement.

Each of the parties acknowledges that, as between Perceptive Software and Customer, each is the sole and exclusive owner of its own Confidential and Proprietary Information. Customer further acknowledges that, as between Perceptive Software and Customer, Perceptive Software is the sole and exclusive owner of the Software including all upgrades, enhancements and new releases of the Software which may be provided from time to time under this Agreement, subject only to the rights granted to Customer under DIR Contract No. DIR-SDD-1753 and the EULA, which Customer agrees shall govern each such upgrade, enhancement and new release of the Software provided to Customer by Perceptive Software.

Each of the parties shall take all reasonable steps to safeguard the other party's Confidential and Proprietary Information, including the Software, so as to ensure that no unauthorized person shall have access to it, and that no persons authorized to have access shall make any unauthorized use or copies of the other party's Confidential and Proprietary Information; provided, however, that upon implementation of the Software Customer shall be responsible for restricting access to the Software and maintaining the confidentiality of all information and data processed by or used in connection with the Software. Each of the parties shall promptly report to the other party any unauthorized disclosure, use or copies of the other party's Confidential and Proprietary Information of which it becomes aware, and shall take such further steps as may reasonably be requested by such other party to prevent any unauthorized disclosure, use or copies of such Confidential and Proprietary Information.

Each of the parties acknowledges that the unauthorized use or transfer of the other party's Confidential and Proprietary Information, including the Software, may substantially diminish the value of such Confidential and Proprietary Information and irrevocably harm the owner of such Confidential and Proprietary Information. To the extent authorized by Texas Law and Constitution, each of the parties further agrees that if they breach the non-disclosure and security provisions of this Agreement, the other party shall be entitled to equitable relief including, but not limited to, preliminary and permanent, injunctive relief, an equitable accounting of all profits or benefits arising out of such breach, and any and all other remedies available at law or in equity.

7. Representations, Warranties and Disclaimers. Perceptive Software represents and warrants that it has the legal right to enter into this Agreement, to grant a license of the Software as provided in this Agreement and to provide the Software Maintenance and Support and Technical Services to Customer and that the Software Maintenance and Support and the Technical Services will be performed in a workmanlike and professional manner, consistent with all applicable statutes, regulations or ordinances,

and within applicable industry standards. If Customer is dissatisfied at any point with the performance of any Software Maintenance and Support or Technical Services, Customer shall promptly (and in any event within thirty (30) days following the completion of the Software Maintenance and Support or Technical Services in question) notify Perceptive Software of such dissatisfaction in writing. Upon receipt of such notice, Perceptive Software shall meet with Customer to discuss the problem and, if applicable, will arrange for the performance of such Software Maintenance and Support or Technical Services to be raised to the warranted level, and for identifiable defects caused by prior substandard performance to be cured.

Perceptive Software further warrants that to its knowledge no information, products or services provided, disclosed or made available to Customer by Perceptive Software infringes any patent, copyright, trademark, trade secret, confidentiality or other proprietary rights of any third party.

Except as provided above, the representations and warranties made with respect to the Software, the Software Maintenance and Support and the Technical Services shall be limited as otherwise provided in DIR Contract No. DIR-SDD-1753 and this Agreement and as provided in the EULA.

THE FOREGOING REPRESENTATIONS AND WARRANTIES ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THOSE CONCERNING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. **Indemnification.** Indemnification will be handled in accordance with Appendix A, Section 9A of DIR Contract No. DIR-SDD-1753.

9. **Limitation of Liability.** Limitation of Liability will be handled in accordance with Appendix A, Section 9K of DIR Contract No. DIR-SDD-1753.

10. **Term and Termination of Software Maintenance and Support.**

- (a) Initial Term and Renewal Terms. Perceptive Software's obligation to provide Software Maintenance and Support shall have an initial term commencing on the date of Perceptive Software's initial invoice to Customer for the Software and Software Maintenance and Support, and ending on the last day of the month of the one (1) year anniversary of the date of such initial invoice, and shall renew for additional terms of one (1) year upon Customer's timely payment of the annual fee for Software Maintenance and Support for the next successive renewal term. Not less than thirty (30) days prior to the expiration of the then-current term, Perceptive Software shall provide Customer, by e-mail or regular mail, a Software Maintenance and Support renewal notice and invoice for the annual fee for the Software Maintenance and Support for the next successive renewal term. Perceptive Software shall not have any liability to Customer for any damages suffered by Customer or any other person arising from or related to Perceptive Software's cessation of Customer's Software Maintenance and Support in the event of Customer's election or failure to renew the Software Maintenance and Support.

If the Software Maintenance and Support expires or for any reason is terminated, Customer shall not be entitled to later renew the Software Maintenance and Support absent Perceptive Software's agreement to such renewal. Furthermore, upon any such renewal Customer shall (i) pay to Perceptive Software, together with the annual fees for such renewal, an amount equal to the annual fees which Customer would have paid to Perceptive Software for Software Maintenance and Support during the period following such expiration or termination of Software Maintenance and Support had such expiration or termination not occurred, and (ii) promptly apply all upgrades, enhancements and new releases of the Software released by Perceptive Software during the period following such expiration or termination as reasonably directed by Perceptive Software.

- (b) New Version Releases. Perceptive Software from time to time may release new major versions of the Software. Following the release of each such major version, Perceptive Software will continue to provide Software Maintenance and Support for the previous major version of the Software, together with all minor, service pack and hotfix versions of such previous major version of the Software as provided in Perceptive Software's End of

Life (EOL) Policy provided at the product support page of Perceptive Software's Product Support Portal (described in Schedule B). Perceptive Software reserves the right to discontinue Software Maintenance and Support of previous major versions of the Software if a manufacturer or the industry in general identifies major flaws in the operating system or relational database management system (RDBMS) in current use by Customer.

- (c) Default. Notwithstanding the foregoing, each party shall have the right to terminate in accordance with Appendix A, Section 10B of DIR Contract No. DIR-SDD-1753.
- (d) Termination of End-User License Agreement. Notwithstanding the foregoing, the Software Maintenance and Support shall terminate immediately upon termination of the EULA.
- (e) Rights and Obligations Upon Termination. To the extent allowable under the Customer's record retention policies and laws, upon the termination of the Software Maintenance and Support, whether upon expiration of a term or the occurrence of an event as described above, each party shall return to the other all Confidential and Proprietary Information and all other data, materials and other properties of the other party then in its possession, with the exception of the Software and any upgrades, enhancements or new releases for the Software, which Customer may retain pursuant to the terms of the EULA.

11. **Miscellaneous.**

- (a) Entire Agreement. DIR Contract No. DIR-SDD-1753 and this Agreement, including the recitals to this Agreement and the Schedules attached to this Agreement and any other documents referenced in this Agreement, including, without limitation, the EULA, each of which are incorporated herein by this reference, constitutes the entire agreement between Perceptive Software and Customer concerning the subject matter hereof and supersedes all proposals, agreements, undertakings and understandings, oral or written, between the parties on the subject matter of this Agreement; provided, however, that the DIR Contract No. DIR-SDD-XXX shall apply to and govern the Customer's Licenses of the Software. Except as Perceptive Software and Customer may otherwise specifically agree in writing, including, without limitation, any pricing and payment terms provided in any quotation, purchase order or commitment authorization, DIR Contract No. DIR-SDD-XXX and this Agreement and the EULA shall apply to and govern Customer's purchase from Perceptive Software of any and all additional licenses of Software, Software Maintenance and Support and Technical Services following the date of this Agreement.
- (b) Applicable Law. This Agreement shall be construed and governed in accordance with the internal laws of the State of Texas, without regard to its rules of conflict or choice of law provisions that would require the application of the laws of any other jurisdiction. The parties hereto agree to submit to the exclusive jurisdiction and venue of the state courts of Travis County, Texas, , for any matter arising under or related to this Agreement.. Nothing herein shall be construed to waive the State's sovereign immunity.
- (c) Taxes. Taxes will be handled in accordance with Appendix A, Section 4F of DIR Contract No. DIR-SDD-1753.
- (d) Severability. Any invalidity, in whole or in part, of any provision of DIR Contract No. DIR-SDD-1753 and this Agreement will not affect the validity of any other of its provisions.
- (e) Notices. Except as otherwise may be provided in DIR Contract No. DIR-SDD-1753 and this Agreement, any notices, demands or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given: (i) if delivered personally upon receipt thereof; (ii) if sent by U.S. certified mail, postage prepaid, return receipt requested, five (5) days after deposit in the mail; (iii) if delivered to a recognized overnight courier or delivery service which provides international service, fees prepaid, upon receipt; or (iv) if delivered by e-mail by any method that positively establishes receipt of the e-mail by the recipient, upon receipt; in each case, to the

address of the parties first set forth above, or to such other address as a party may provide to the other in the manner provided herein.

- (f) Cumulation of Remedies. All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- (g) Waiver. No term or provision hereof will be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented to such term or provision. A waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement, nor shall any waiver constitute a waiver of any default previously or later occurring.
- (h) Assignment Assignments will be handled in accordance with Appendix A, Section 4D of DIR Contract No. DIR-SDD-1753. (i) Continuing Obligations. The terms and conditions of the EULA and Sections 1, 7, 9, 11(e) and 12 of this Agreement shall survive any termination or expiration of this Agreement and shall be fully enforceable thereafter.
- (j) Relationship of the Parties. Nothing contained in this Agreement will be construed to constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking. Neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied on behalf of the other party.
- (k) Force Majeure. Force Majeure will be handled in accordance with Appendix A, Section 10C of DIR Contract No. DIR-SDD-1753. (l) Source Code Escrow. Perceptive Software has established Software Escrow Agreements with NCC Group, Inc. and NCC Escrow International Limited (together the "Escrow Agreement"), and has deposited a copy of the Escrow Material (as described in the Escrow Agreement) with NCC Group, Inc. and NCC Escrow International Limited. Upon execution of this Agreement and Customer's payment of the annual fees for Software Maintenance and Support as provided in Section 11 of this Agreement, Customer may execute the Escrow Agreement directly with NCC Group, Inc. or NCC Escrow International Limited and thereby become a beneficiary thereof and thereunder. Customer shall be solely responsible for all fees and other costs associated with its execution of, becoming a party to and remaining a party to the Escrow Agreement.

Any other terms of the Escrow Agreement to the contrary notwithstanding, (i) Customer's right to become and/or remain a party to the Escrow Agreement shall terminate at any time Customer fails to timely pay the annual fee for any renewal term of the Software Maintenance and Support, and (ii) Customer's rights under this Section 12(l) shall terminate upon Customer's dissolution, liquidation or other cessation of business. Perceptive Software's consent to any assignment by Customer of this Agreement or any rights to the Software under the EULA shall not permit the assignee of such rights to become a party to the Escrow Agreement absent the separate express prior written consent of Perceptive Software to an assignment of the Customer's rights under the Escrow Agreement.

Any other terms of the Escrow Agreement to the contrary notwithstanding, Customer will hold and use any Escrow Material it may acquire under the Escrow Agreement subject to the terms and conditions of this Agreement and the EULA, and upon Customer's failure to timely pay the annual fee for any renewal term of the Software Maintenance and Support (or to Perceptive Software's successors in interest) or upon termination of this Agreement or the EULA, Customer's right to hold and use the Escrow Material will terminate and Customer shall immediately discontinue all use of the Escrow Material, return all originals and copies of the Escrow Material and media containing the Escrow Material to Perceptive Software (or to Perceptive Software's successors in interest), including any extracts there from, and permanently remove and render inaccessible the Escrow Material from Customer's system.

- (m) Publicity. Neither party, without the other party's prior written consent, will make any news release, public announcement, denial or confirmation of this Agreement or its terms or conditions. The parties further agree not to make any statements or take or participate in any other action which will or may slander, defame, or disparage the other or the other's trademarks and/or service marks.
- (n) Amendments. No amendment, modification or waiver of DIR Contract No. DIR-SDD-1753 and this Agreement or any provision hereof shall be effective unless it is in writing and signed by a duly authorized representative of each party.
- (o) Headings. The headings and captions of the sections and paragraphs of this Agreement are for convenience of reference only, and are not to be used to modify or interpret this Agreement.
- (p) Counterparts. DIR Contract No. DIR-SDD-1753 and this Agreement may be executed in counterparts, all of which taken together shall constitute one single agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

PERCEPTIVE SOFTWARE, LLC

FORT BEND, TEXAS

Signature



Signature



Name

Jeff Allen

Name

Gilbert Salomo

Title

Dir. of Sales

Title

County Purchasing Agent

Date

7/26/2012

Date

1. 21. 12

PERCEPTIVE SOFTWARE, LLC

CUSTOMER TECHNICAL CONTACT

Signature



Name

Name

Dennis Cunningham

Title

Date

7/26/12

Telephone

E-mail

Torres, Chris

From: Stewart, Paul
Sent: Thursday, July 26, 2012 10:16 AM
To: Torres, Chris
Cc: Reveles, Mary
Subject: RE: REQ# 74272 - Quote attached

Christina,

The agreement is approved as to legal form.

Thanks.

Paul J. Stewart
Assistant County Attorney
Chief- General Counsel Division
Fort Bend County
301 Jackson Street, Suite 728
Richmond, Texas 77469
Telephone No. 281-341-4555
Fax No. 281-341-4557
paul.stewart@co.fort-bend.tx.us

From: Torres, Chris
Sent: Wednesday, July 25, 2012 3:08 PM
To: Stewart, Paul
Cc: Reveles, Mary
Subject: FW: REQ# 74272 - Quote attached

Please review and approve the additional paperwork for DIR-SDD 1753 was approved for PO #87659, 2/8/12





From: Jason Joerling [mailto:jason.joerling@perceptivesoftware.com]
Sent: Wednesday, July 25, 2012 2:36 PM
To: Torres, Chris
Cc: Darrell Wininger
Subject: RE: REQ# 74272 - Quote attached

Yes, we will need signature on the Appendix D to DIR Contract No. DIR-SDD-1753.

Thank you,
Jason

Jason Joerling
Inside Sales Representative - Government
Perceptive Software

+1 913 667 3187 direct
+1 913 422 7525 corporate
+1 800 941 7460 toll-free
+1 913 422 3820 fax

perceptive software    

FORT BEND COUNTY, TEXAS

RQ111 Date 10/2/2012
Time 2:15:39PM

Requisitions

Requisition 76931 Buyer 15 For 5601A Sheriff-Patrol Delivery Date 10/1/2012

Approval Value 8430.00

Requester 1004892 Kristen Rouse

Vendor 13400 SPRINT

Deliver To Finance

LINE	Item/Venor Item	QTY Ordered	UOM	UNIT COST	Issue Account	
					Activity/Acct	Category
1	DATA LINK	8430.00	EA	\$1.00	100560100	63000
	BLANKET PO FOR T1 DATALINK					
	THRU 9/2013					



FORT BEND COUNTY SHERIFF'S OFF
1410 RANSOM RD STE 315A
RICHMOND, TX 77469

INVOICE SUMMARY

PAGE: 2
ACTIVITY THROUGH: 9/24/12
INVOICE ACCOUNT ID: 926444367
INVOICE DATE: 9/25/12

CURRENT MONTH

CHARGES DISCOUNTS/CREDITS

TOTAL USAGE CHARGES

\$.00

NON-USAGE CHARGES

SERVICE FEE

\$670.00

TOTAL NON-USAGE CHARGES

\$670.00

TOTAL DISCOUNTS

\$.00

TOTAL GOVERNMENT TAXES & FEES

\$.00

SPRINT SURCHARGES
Sprint Surcharges are rates we choose to collect from you to help defray costs imposed on us. Surcharges are not taxes or amounts we are required to collect from you by law. Surcharges may include: Federal USF, regulatory charges, administrative charges, gross receipts charges, and other charges incurred to recover costs associated with government programs and certain taxes imposed on Sprint. The amounts and the components used to calculate surcharge amounts, are subject to change.

PROP TAX SCHG/FED REG FEE

\$32.50

TOTAL CURRENT CHARGES

\$702.50

BALANCE FROM LAST STATEMENT
PAYMENT RECEIVED 9/17/12

\$702.50

-\$702.50

AMOUNT DUE BY 10/18/12

\$702.50

Rec 2050495
PO 82780
KRWIDE
10-4-12

702.50
x 1/2
\$351.25
8430.8
M

IF YOU HAVE QUESTIONS ABOUT YOUR INVOICE, PLEASE CALL CUSTOMER SERVICE AT 1 877 877-8748
PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS

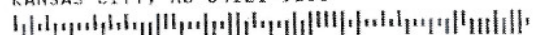
PLEASE DETACH AND RETURN TO ENSURE PROPER PAYMENT

INVOICE DATE: 9/25/12
INVOICE ACCOUNT ID: 926444367



FORT BEND COUNTY SHERIFF'S OFF
1410 RANSOM RD STE 315A
RICHMOND, TX 77469

SPRINT
P O BOX 219100
KANSAS CITY, MO 64121-9100



Thank You For Using Sprint.
MAKE CHECK OR MONEY ORDER PAYABLE TO SPRINT IN U.S. DOLLARS
DO NOT SEND CASH

550931210332144

0000070250926444367068

FORT BEND COUNTY SHERIFF'S OFF
1410 RANSON RD STE 315A
RICHMOND, TX 77469

ACCOUNT SUMMARY

PAGE: 3
ACTIVITY THROUGH: 9/24/12
INVOICE ACCOUNT ID: 926444367
INVOICE NUMBER: 55093121033214

ACCOUNT	SERVICE / CHARGE TYPE	CALLS	MINUTES	CHARGES	DISCOUNTS/ CREDITS	SPRINT SURCHGS	GOV'T TAXES & FEES	TOTAL CHARGES
FORT BEND COUNTY SHERIFF'S 1410 RANSON RD SUITE 315A RICHMOND, TX 77469 TOTAL FOR ACCOUNT # 926444367	DEDICATED IP SERVICE FEE	-	-	\$670.00	\$.00	\$32.50	\$.00	\$702.50
		-	-	\$670.00	\$.00	\$32.50	\$.00	\$702.50
TOTAL ACCOUNT SUMMARY		-	-	\$670.00	\$.00	\$32.50	\$.00	\$702.50

\$/MIN = (CHARGES - DISCOUNTS)/MINUTES

