

**EXHIBIT A**  
**TO THE AGREEMENT FOR EXTENDED SERVICES**  
**SOFTWARE SUPPORT AND MAINTENANCE FEES**

CLIENT  
Fort Bend County Sheriff's Office  
1410 Ransom Road  
Richmond, TX 77469

CONTACT – Larry Riendeau  
CLIENT # M650-13

Support and Maintenance provided to the CLIENT listed above shall be pursuant to the terms and conditions of the Agreement for Extended Service dated June 22, 2000 (the "Agreement").

The term of the Agreement shall commence on the effective date and shall continue until termination in accordance with the terms thereof. This exhibit sets forth the current annual maintenance fee for the software applications and software modules listed below. Upon payment of the amount set forth below, this Exhibit A shall be attached to and become part of the Agreement. Except as provided below, annual maintenance fees are payable in advance of each anniversary of the effective date of the Agreement. Tiburon, Inc. reserves the right to increase the annual maintenance fee on an annual basis upon ninety (90) days prior written notice to the CLIENT, which adjustments shall become effective on the anniversary of the effective date of the Agreement. The annual maintenance fee will be adjusted as necessary to reflect changes in the software applications and software modules listed below or changes in the level of support provided under the Agreement. Such adjustments will be charged or credited as incurred on a pro rata basis and will be reflected in a new Exhibit A, which, upon delivery to the CLIENT, shall be attached to, and become part of, the Agreement.

Payments for all technical services outside the scope of Basic Services and Options included in the CLIENT's annual maintenance fee shall be invoiced to the CLIENT as incurred. All such invoices shall be due and payable within thirty (30) days of CLIENT's receipt thereof.

Tiburon reserves the right to charge an administrative fee of 10% of the annual maintenance fees for semi-annual or quarterly invoices.

| <u>Software Model</u> | <u>Months</u> | <u>CPU Make</u> | <u>Start</u> | <u>End</u>   | <u>Total Fees</u>   |
|-----------------------|---------------|-----------------|--------------|--------------|---------------------|
| CommandCAD            | 12            |                 | 11/1/13      | 10/31/14     | \$56,663.00         |
| LawRECORDS            | 12            |                 | 11/1/13      | 10/31/14     | \$48,539.00         |
| 24x7 Coverage         | 12            |                 | 11/1/13      | 10/31/14     | \$7,000.00          |
| JailRECORDS           | 12            |                 | 11/1/13      | 10/31/14     | \$42,648.00         |
| ARS                   | 12            |                 | 11/1/13      | 10/31/14     | \$21,550.00         |
| AVL                   | 12            |                 | 11/1/13      | 10/31/14     | \$5,628.00          |
| 911 Mapping           | 12            |                 | 11/1/13      | 10/31/14     | \$17,388.00         |
| Oracle Support        | 12            |                 | 11/1/13      | 10/31/14     | \$116.00            |
| ProQA IF              | 12            |                 | 11/1/13      | 10/31/14     | \$8,668.00          |
| Brazos IF             | 12            |                 | 11/1/13      | 10/31/14     | \$1,361.00          |
| CopLogic              | 12            |                 | 11/1/13      | 10/31/14     | \$18,375.00         |
|                       |               |                 |              |              |                     |
|                       |               |                 |              |              |                     |
|                       |               |                 |              | <b>Total</b> | <b>\$227,936.00</b> |

Failure to pay when due the annual maintenance fee, any adjustment thereto, any invoice or any other amounts owing under the Agreement shall constitute a default under the Agreement and could result in the termination of support services under the Agreement, additional administrative charges for reinstating lapsed support services, as well as collection fees (including reasonable attorneys' fees and expenses).

**EXHIBIT B**  
**TO THE AGREEMENT FOR EXTENDED SERVICE**  
**SCHEDULE OF SERVICES AND CHARGES**

Support and Maintenance provided to the CLIENT listed in Exhibit A shall be pursuant to the terms and conditions of the Agreement for Extended Service dated June 22, 2000 (the "Agreement").

Upon CLIENT's payment of the amount set forth on Exhibit A to the Agreement, this Exhibit B shall be attached to, and become part of the Agreement. Any changes to the services options selected in this Exhibit B shall be reflected in a new Exhibit B which, upon payment of any additional amounts due, shall be attached to, and become part of, the Agreement.

**BASIC SERVICES**

Tiburon will provide basic services as defined in the Statement of Work contained in Section 2 of the Extended Service Agreement for the software systems as defined in Exhibit A.

Support for Computer Aided Dispatch, Message Switch and Corrections Management Systems is 24 hours per day, 7 days per week. Support for other products is from 8:00 a.m. to 5:30 p.m. Central Time, excluding weekends and normal Tiburon holidays, unless the "24/7" Service Option is selected. In all cases, call-out charges will apply as described below.

The following is paraphrased from the recently adopted Bylaws.

Voting membership in the Tiburon User Group, as set forth herein, is included in the Basic Service. The quantity of voting members is based on the number of Tiburon products installed, with the appropriate software licenses, at the CLIENT. For purposes of establishing voting memberships, a product is defined as Computer Aided Dispatch, Police Records Management, Fire Records Management, Correction Management System, and Mobile Data System. The Tiburon User Group Conference is held annually at a location to be determined.

**"24/7" SERVICE OPTION**

\$7,000 per year/per system

\_\_\_\_\_  
(initial)

Products not normally covered by 24-hour support may optionally be supported with 24-hour coverage (including Tiburon holidays). Applicable call-out charges continue to apply. If this option is not in force, technical support requests outside of covered hours are charged at technical service rates as defined below.

**NEW PRODUCTS**

Additional Tiburon software systems, subsystems and Tiburon provided third-party products, such as hardware, and networking software may be acquired under this Agreement. Tiburon installation, special tailoring, license fees and third-party peripherals required shall be charged at the then current Technical Services Rate or as quoted by Tiburon or the third party.

## TECHNICAL SERVICE RATES

### 1. Technical Service Rates

Technical Services Rates shall be invoiced to CLIENT as incurred at the rates then in effect.

A minimum of four (4) hours per occurrence will be charged for work conducted at Tiburon facilities and a minimum of eight (8) hours at CLIENT site for Technical Services not covered under Basic Services or "24/7" Service Option as described previously.

### 2. Materials, Travel and Per Diem Expenses

When applicable, all special materials, plus travel and per diem expenses shall be charged to CLIENT at cost.

### 3. Call-Out Charges

Systems not covered under 24/7 support, call-outs will be billed at \$250 per call. After the first hour, the rate is \$250 per hour with a two-hour minimum.

If CLIENT's systems are covered under the 24/7 support, the off-hour call-out fee is \$50.

### 4. Remote Access

All charges in this Agreement are predicated on CLIENT providing the required hardware, software, and operating environment for remote access. If CLIENT does not provide this support for remote access, the following additional charge will apply:

\$500 per month per system supported

In addition, travel and per diem expenses for on-site support required due to lack of remote access will be charged as defined in Exhibit B, page 2, item 2.



16870  
3905

CONTACT – Larry Riendeau  
CLIENT # M650-11

The term of the Agreement shall commence on the effective date and shall continue until termination in accordance with the terms thereof. This exhibit sets forth the current annual maintenance fee for the software applications and software modules listed below. Upon payment of the amount set forth below, this Exhibit A shall be attached to and become part of the Agreement. Except as provided below, annual maintenance fees are payable in advance of each anniversary of the effective date of the Agreement. Tiburon, Inc. reserves the right to increase the annual maintenance fee on an annual basis upon ninety (90) days prior written notice to the CLIENT, which adjustments shall become effective on the anniversary of the effective date of the Agreement. The annual maintenance fee will be adjusted as necessary to reflect changes in the software applications and software modules listed below or changes in the level of support provided under the Agreement. Such adjustments will be charged or credited as incurred on a pro rata basis and will be reflected in a new Exhibit A, which, upon delivery to the CLIENT, shall be attached to, and become part of, the Agreement.

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**"24/7" SERVICE OPTION**                      \$7,000 per year/per system

  
(initial)

Robert E. Hebert, Fort Bend County Judge

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**TO THE AGREEMENT FOR EXTENDED SERVICE**  
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**"24/7" SERVICE OPTION**

\$7,000 per year/per system

  
(initial)

Robert Hebert, County  
Judge

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April 5,  
2011

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**Amendment Number 1  
To the  
Agreement for Extended Services**

This Amendment Number 1 ("Amendment"), dated December 8, 2009, between TIBURON, INC. ("Tiburon"), with offices at 6200 Stoneridge Mall Road, Suite 400, Pleasanton, California 94588 and the County of Fort Bend ("County"), is made to amend the Agreement for Extended Services dated June 22, 2000 ("Contract") between Tiburon, Inc. and the County.

**WHEREAS**, Tiburon, Inc. and the City did heretofore enter into the Contract for the purpose of the maintenance and support of a Tiburon public safety software system; and

**WHEREAS**, it is the mutual desire of the parties to enter into this Amendment to amend the Contract to add the County's newly approved travel policy into the terms and conditions hereof; and

**NOW THEREFORE**, in consideration of the foregoing, and the benefits to accrue to the parties and to the public from this Amendment, the parties agree that this Contract is amended as follows:

- I. The parties hereby mutually agree to add the following provision to the Contract:

**"15. TRAVEL POLICY**

All vendors and/or contractors who are required to travel to Fort Bend County to provide services shall be subject to the Fort Bend County Travel Policy to control travel expenditures and facilitate proper reporting and compliance with applicable state and federal regulations. In the event vendors/contractors are not eligible for "Contract Rates" for rates negotiated by the State of Texas for hotels and rental cars as described in the Fort Bend County Travel Policy, vendors and/or contractors may be eligible for reimbursement for actual costs. However, rates must be pre-approved by Fort Bend County prior the travel. Fort Bend County reserves the right to deny reimbursement to any vendor and/or contractor who fails to comply with Fort Bend County policy."

- II. All other terms and conditions of the Contract remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, County and Tiburon, by and through their duly authorized officers and representatives, have executed this Amendment as of the date first above written.

TIBURON, INC.

COUNTY OF FORT BEND

Signature

Date

Signature

Date

Name: MARIA SYMANEK  
Title: VP FINANCE

Name: Robert Hebert  
Title: County Judge

Jan. 22, 2010



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CLIENT  
Fort Bend County Sheriff's Office  
1410 Ransom Road  
Richmond, TX 77469

CONTACT -- Larry Nemec  
CLIENT # M650-09

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[illegible]

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