

**FORT BEND COUNTY FY 2010
COMMISSIONERS COURT AGENDA REQUEST FORM**

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 11/16/09

Submitted By: Jeff Braun

Department: Office of Emergency Mgmt.

Court Agenda Date: 11/24/09

Phone Number: 281-342-6185

SUMMARY OF ITEM: Please approve the i-INFO interlocal agreement between Fort Bend County and Montgomery County for the use of Twenty i-INFO licenses originally bought by Montgomery County using Homeland Security Grant Money to acquire i-INFO browser-based software from Apex Innovations, Inc., the purpose is used to of collect and manage contact and asset information. Fort Bend County will pick up the maintenance services from one year from the effective date of the agreement. See next page for i-INFO License Holders.

RENEWAL AGREEMENT/APPOINTMENT

YES ☐ NO ☒

REVIEWED BY COUNTY ATTORNEY'S OFFICE:

YES ☒ NO ☐

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit:
Activity (If Applicable):

Account Number:

COUNTY JUDGE
RECEIVED

NOV 16 2009

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)

If by E-Mail to ospindon@co.fort-bend.tx.us

If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input type="checkbox"/> Auditor (281-341-3774)	<input type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input type="checkbox"/> Budget Officer (281-344-3954)	<input type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/> Facilities/Planning (281-633-7022)	<input type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology (281-341-4526)	<input type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input type="checkbox"/> County Atty (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): Please return document to Fort Bend County Office of Emergency Management, attn. Janette Walker

11-30-09 orig. ret. to Janette at Emerg. management

I-INFO License Holders

Jurisdictions: (5)

Stafford (1)
Sugar Land (1)
Missouri City (1)
Rosenberg (1)
Richmond (1)

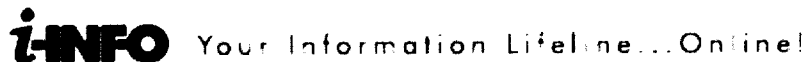
OEM: (6)

Other FBC Depts: (6)

Transportation (1) - buses
HHS (1) - PODS and all his HHS stuff
EMS (1) - equipment
R&B (1) - equipment
SO (1) - police
Fire Marshal (1) - VFD

Schools: (3)

LCISD (1) - buses and shelter info
FBISD (1) - buses and shelters info
KISD (1) - buses and shelters info



i-INFO provides multiple functions that allow member organizations to securely manage many of the documents, resource records and even processes within their organization. i-INFO also allows each participating member organization to share selective portions of their information with others, as appropriate and when needed.

The various functions within the system can support any or all of the uses shown below. The functions available on your system may vary depending on the current configuration of the network; however these capabilities may be added at any time.

1. A directory of organizations with key contact information for each participating agency within your region.
2. Online registration forms for all first responders, management, staff, and volunteers.
3. An inter-agency database of all responders, staff and volunteers from participating agencies and organizations.
4. Auto-update of the personal profile for each person listed in the system, including contact information, skills, credentials, and others.
5. Registration of persons with special needs, their known challenges and any unique requirements for each individual.
6. The registration of persons when preplanning for dispensing of medicines to support mass prophylaxis.

7. Distributed and shared credentialing, allowing each member organization to document and verify personal credentials.
8. Identify essential personnel and manage the badge assignments and badge data for each person, with export to badge printers.
9. Create and maintain communications lists unique to each agency or group and shared with other participating organizations.
10. Send mass communications to pre-defined or ad hoc lists via e-mail or SMS text messaging.
11. Send mass communications phone messages directly through your current or preferred call-out system.
12. Register any asset including facilities, vehicles, equipment, supplies or other items for mutual aid programs or infrastructure protection.
13. Receive spontaneous donations from a public website, validate and authorize final registration for availability to emergency agencies.
14. Manage information about any type of asset or resource including funding sources, asset financials, inspections and maintenance.
15. Map resources and mutual assistance data for instant access by emergency responders and other critical personnel during disasters.
16. Create, manage and publish local and regional events to one or more public event calendars.
17. Receive registration requests from public calendar and manage the authorization and payment by the roster of participants.
18. Automatically capture the training received and participation by responders and volunteers in exercises and training events.
19. Manage and track the creation of organizational and regional documents such as emergency plans, checklists, drawings and others.
20. Control the release, versioning, check-in, check-out and public viewing of private and shared documentation.
21. Track and report on the funds associated with the purchase of local and regional resources and expenditure toward projects.
22. Develop and maintain master plans that identify critical assets, personnel, projects and funds for meeting planned needs.
23. Create and manage programs and projects to coordinate mitigation, design, construction, including and reconstruction.
24. Register and track the clean-up plans and restoration conducted across the region by many participating organizations.
25. Map projects and release summary information for constituents to review from your public website.
26. Create and manage the bid and contract activities associated with your organization or region.

**BY AND BETWEEN MONTGOMERY COUNTY, TEXAS
AND FORT BEND COUNTY, TEXAS**

10/26/09

WHEREAS, Montgomery County and Fort Bend County have executed a Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement ("Property Transfer Record Agreement"), attached hereto as Exhibit A and incorporated herein by reference for all purposes, for twenty (20) of the i-INFO licenses to be used by Fort Bend County or as further extended by Fort Bend County for use by other entities within Fort Bend County. Should Fort Bend County desire to obtain additional i-INFO licenses in the future, Montgomery County and Fort Bend County shall execute a supplemental Property Transfer Record Agreement to facilitate the extension of additional licenses to Fort Bend County under the same terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

ARTICLE I PURPOSE

1.01 Montgomery County and Fort Bend County jointly agree to actively participate in, support, and promote the goals of the statewide TRIS Program and the regional HARIS Network.

1.02 To facilitate the implementation of the regional HARIS Network, Montgomery County will serve as the Sponsor for the HARIS Network, and Fort Bend County will be a co-participant in the HARIS Network with Montgomery County.

ARTICLE II APEX NETWORK CONTRACTS

2.01 Montgomery County and Apex executed and accepted the following agreements on August 27, 2008 (collectively the "Apex Network Contracts"):

- A. Apex End-User Software License Agreement (hereinafter "EUSLA"), attached hereto as Exhibit B and incorporated herein by reference for all purposes, for 100 perpetual i-INFO licenses, and as may be amended or supplemented to add additional licenses;
- B. Apex Software Service Level Agreement (hereinafter "SSLA"), attached hereto as Exhibit C and incorporated herein by reference for all purposes, to provide software hosting, maintenance, and support services to the members of the HARIS Network; and
- C. Apex Master Services Agreement (hereinafter "MSA"), attached hereto as Exhibit D and incorporated herein by reference for all purposes, to provide system administrative, professional, and technical services to the members of the HARIS Network.

2.02 The EUSLA, SSLA, and MSA provide for special cooperative purchase arrangements which allow Montgomery County to subscribe to the HARIS Network on its own behalf and on behalf of other members of the Houston UASI Region that would subsequently assume i-INFO licenses originally purchased by Montgomery County.

2.03 Pursuant to Schedule B of the EUSLA, Montgomery County is expressly authorized by Apex to extend to another eligible entity the purchased i-INFO licenses for use by members of the Houston UASI Region for the purpose of participating in the HARIS Network, regardless of the ongoing role of Montgomery County in the HARIS Network.

2.04 Members of the Houston UASI Region who use the purchased i-INFO licenses must agree in writing to be bound by all terms of the Apex EUSLA, SSLA, and MSA as if an original party thereto, and Fort Bend County does hereby agree to said terms. Montgomery County shall provide copies of said Apex agreements to members of the Houston UASI Region who utilize the purchased i-INFO licenses.

2.05 Montgomery County shall provide a copy of this executed Agreement and any subsequent amendments to Apex.

ARTICLE III FORT BEND COUNTY'S RIGHT TO USE PREPAID i-INFO LICENSES

3.01 Montgomery County hereby extends to Fort Bend County the right to use twenty (20) i-INFO licenses purchased by Montgomery County and additional licenses as may be purchased by Montgomery County, for an initial term of one year from the effective date of this Agreement, and thereafter as provided elsewhere herein. Fort Bend County's use of the i-INFO licenses extended hereunder is subject to compliance with the terms of the Apex EUSLA executed by Montgomery County.

3.02 Montgomery County hereby extends to Fort Bend County the right to use a share of the software hosting, maintenance, and administrative services prepaid by Montgomery County and allocated by Montgomery County to facilitate Fort Bend County's use of the i-INFO licenses extended to it hereunder. Fort Bend County's use of the prepayments for the software hosting, maintenance, and administrative services is subject to compliance with the terms of the Apex SSLA executed by Montgomery County. The prepaid i-INFO software hosting, maintenance, and administrative services shall be used by Fort Bend County within one year from the effective date of the finally executed Apex SSLA and as renewed each subsequent year.

3.03 Montgomery County hereby extends to Fort Bend County the right to use a share of the professional, technical, and support services prepaid by Montgomery County and allocated by Montgomery County to facilitate Fort Bend County's use of the i-INFO licenses extended to it hereunder. Fort Bend County's use of the prepayments for the professional, technical, and support services is subject to compliance with the terms of the Apex MSA executed by Montgomery County. Prepaid professional, technical, and support services shall be used as defined in the Statement of Work (SOW) corresponding to such prepaid services.

3.04 Fort Bend County acknowledges that it has reviewed the terms and conditions of the Apex EUSLA, SSLA, and MSA and shall abide by the terms and conditions thereof in its use of the i-INFO licenses.

ARTICLE IV
FORT BEND COUNTY'S DUTIES AND RESPONSIBILITIES

4.01 Fort Bend County agrees to assume all responsibilities under the Apex EUSLA, SSLA, and MSA related to the i-INFO licenses extended to it, including but not limited to payment of any and all subsequent license or service fees assessed by Apex and invoiced to Montgomery County after the initial year of HARIS Network use, including annual software hosting, maintenance and support fees; and system administrative, professional and support services fees. Fort Bend County is not responsible for up-front payments identified in the Statement of Work 1 attached to the MSA as Appendix B.

4.02 Fort Bend County agrees to cooperate with Montgomery County in distributing the i-INFO licenses, in order to facilitate obtaining the necessary grant funding for the purchase of additional i-INFO licenses for the Houston UASI Region, and in otherwise promoting the successful use and expansion of the HARIS Network.

4.03 Fort Bend County further agrees to cooperate and/or assist Montgomery County in efforts to obtain additional funding for the subsequent annual Apex maintenance, hosting, and network administrative fees for i-INFO licenses within Fort Bend County's defined area of responsibility and for the Houston UASI Region licenses generally, whether through grants, operating budgets, and/or individual collection from HARIS Network member agencies.

4.04 Fort Bend County agrees that, should grant funding not be obtained for all subsequent annual assessments for any of the i-INFO licenses extended for use within Fort Bend County's defined area of responsibility, those licenses that are not funded annually by grant money to sustain use of the i-INFO license(s) by Fort Bend County will be reassigned at the sole discretion of Montgomery County or relinquished to Apex.

4.05 Fort Bend County acknowledges that Montgomery County's initial purchase of the i-INFO licenses involved the use of Homeland Security Grant Program funds. As such, Fort Bend County agrees to use the i-INFO licenses identified in this Agreement to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, preventing, and responding to potential threats of manmade or natural disasters and acts of terrorism as described in the federal program guidelines, specifically: planning, equipment, training, and exercise needs.

4.06 Fort Bend County further agrees that in its use of the i-INFO licenses and in its participation in the HARIS Network, it will strictly abide by the terms and conditions of the Grant program, as well as any other applicable local, State, or federal law, regulation, or guideline.

4.07 Fort Bend County represents and warrants that it has the requisite authority itself to enter into the EUSLA, SSLA, MSA, the Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, and this Agreement and that it will execute such additional documentation as necessary under those Agreements to accomplish the purposes of this Agreement.

4.08 Fort Bend County's further assignment of any of the i-INFO licenses shall be subject to the same terms and conditions as set out in this Agreement.

ARTICLE V FUNDING

5.01 The parties agree that the governmental party paying for the performance of governmental functions or services shall make those payments from revenues then available to the party expending the funds at the time such funds are expended.

ARTICLE VI EFFECTIVE DATE AND TERM

6.01 This Agreement shall be effective upon approval of the governing bodies of each entity and upon execution by the authorized representative of each such body. The Effective Date will be the date on which all parties have executed the Agreement.

6.02 This Agreement shall have a term of one year, beginning on the effective date; and the term of this Agreement shall be automatically renewed on each anniversary date thereof for so long as the use of the i-INFO licenses satisfies all of the terms and conditions of this Agreement and funding is obtained to continue use of licenses, unless terminated earlier by either Party or the licenses are terminated by Apex. Should Homeland Security Grant Program or other grant funds obtained through efforts of Montgomery County supporting the HARIS Network fail to be appropriated to cover all or a substantial portion of costs to continue and/or expand the licenses as extended herein, Fort Bend County may appropriate funding from another source(s) to continue use and operation of licenses extended to it. Should funding not be available to continue use and operation of licenses extended to Fort Bend County, those licenses shall be returned to Montgomery County for its own use or reassignment to another entity. In no event will Montgomery County be responsible for the payment of any fees for the use and operation of licenses extended to Fort Bend County for which grant funding is not obtained by Montgomery County.

6.03 In the event Montgomery County is unable to obtain grant funding on behalf of the HARIS Network, then payment of any and all fees due Apex for the use and operation of licenses extended to Fort Bend County will be the sole responsibility of Fort Bend County as indicated in Section 6.02 above. At that time, any and all fees associated with the use and operation of the i-INFO licenses extended to Fort Bend County will be invoiced directly by Apex to Fort Bend County, and Fort Bend County shall be responsible for payment to Apex pursuant to the terms of the attached EUSLA, SSLA, and MSA. Fort Bend County shall further have the sole responsibility for collecting any payment(s) due from participating agencies within Fort Bend County that have been extended i-INFO licenses by Fort Bend under this Agreement.

6.04 Both Montgomery County and Fort Bend County have absolute authority to terminate this Agreement at any time with sixty (60) days notice to the other.

**ARTICLE VII
HOLD HARMLESS**

7.01 TO THE EXTENT PERMITTED BY STATE LAW, EACH PARTY DOES HEREBY AGREE TO WAIVE ALL CLAIMS AGAINST, RELEASE, AND HOLD HARMLESS THE OTHER AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEY'S FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSE OF ACTION WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

7.02 FORT BEND COUNTY SHALL BE RESPONSIBLE FOR USE OF THE LICENSES EXTENDED TO IT HEREUNDER AND, TO THE EXTENT ALLOWED BY STATE LAW, SHALL DEFEND AND HOLD MONTGOMERY COUNTY HARMLESS FROM ANY LOSS, ATTORNEY'S FEES, EXPENSES, OR CLAIMS RESULTING FROM USE OF THE I-INFO LICENSES EXTENDED TO FORT BEND COUNTY OR FORT BEND COUNTY'S BREACH OF THE TERMS OF THE EUSLA, SSLA, AND MSA OR THE ATTACHED GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT STATE ADMINISTRATIVE AGENCY HOMELAND SECURITY GRANT PROGRAM PROPERTY TRANSFER RECORD AGREEMENT.

7.03 THE PROVISIONS OF THIS AGREEMENT ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY; NOR DOES IT EXPAND ANY RIGHTS, OBLIGATIONS, OR LIABILITIES TO APEX, WHOSE RIGHTS AND RESPONSIBILITIES REMAIN EXCLUSIVELY THOSE THAT ARE SET OUT IN THE EUSLA, SSLA, AND MSA.

**ARTICLE VIII
IMMUNITY**

8.01 It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

**ARTICLE IX
NOTICES**

9.01 All notices required or authorized under the provisions of this Agreement must be in writing, hand-delivered or sent by registered or certified mail to the addresses below:

FORT BEND COUNTY:

Judge Robert Hebert, County Judge
Richmond, Texas 77469

MONTGOMERY COUNTY:

Montgomery County Judge
501 N. Thompson, Suite 401
Conroe, Texas 77301

Any party may change its address or authorized agent by giving written notice to the other party.

ARTICLE X
General Provisions

10.01 Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

10.02 Successors and Assigns. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives, and assigns. No party will assign or transfer an interest in this Agreement without the written consent of each other party.


10.03 Venue. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement. The parties agree that this Agreement is performable in Montgomery County, Texas, and that exclusive venue shall lie in Montgomery County, Texas.

10.04 Remedies, Non-Waiver. No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity, but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of all parties. It is further agreed that one or more instances of forbearance by any party in the exercise of its respective rights shall in no way constitute a waiver thereof.

10.05 Entire Agreement. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements concerning the same subject matter. This Agreement may only be modified by a writing executed by all parties.

IN WITNESS HEREOF, Montgomery County and Fort Bend County, intending to be bound as of the date of the last signatory hereto, execute this Agreement by their duly authorized representatives.

MONTGOMERY COUNTY:



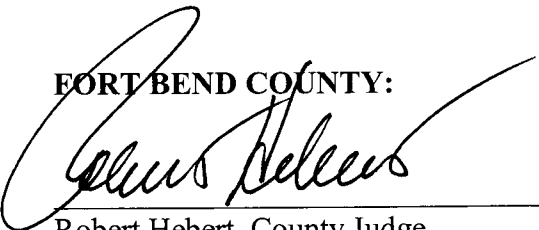
Alan B. Sadler, County Judge

Oct. 29, 2009
Date

ATTEST:

Mark Turnbull, County Clerk

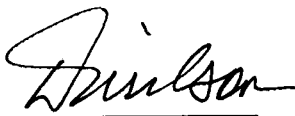
FORT BEND COUNTY:



Robert Hebert, County Judge

11-24-09
Date

ATTEST:



Dianne Wilson, County Clerk

EXHIBIT A

**Governor's Division of Emergency Management State
Administrative Agency Homeland Security Grant Program
Property Transfer Record Agreement**


(Document Attached)

EXHIBIT B

Apex End-User Software License Agreement (“EUSLA”)

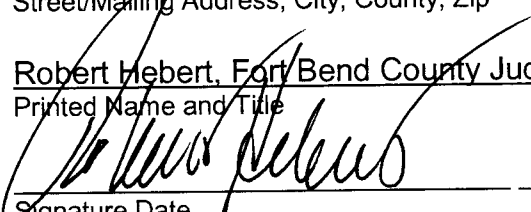
(Document Attached)

**Governor's Division of Emergency Management
State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement**

Transferred From: Montgomery County
Name of Organization (Homeland Security Grant Sub-Recipient)
501 N. Thompson Suite 401 Conroe, Texas 77301
Street/Mailing Address, City, County, Zip
Alan B. Sadler, County Judge
Printed Name and Title
Alan B. Sadler 
Signature Date

Transferred To: Fort Bend County
Name of Organization (Homeland Security Grant Sub-Recipient)

307 Fort Street, Richmond, TX 77469
Street/Mailing Address, City, County, Zip

Robert Hebert, Fort Bend County Judge
Printed Name and Title
 11-24-09
Signature Date

This is to certify that the property described below was acquired by the expenditure of (Urban Area Security Initiative Grant, 2008) funds awarded to the above named Homeland Security Grant Sub-Recipient (Montgomery County). The jurisdiction/organization receiving the property (Fort Bend County) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being Transferred:
Item description: 20 i-INFO licenses
Item Control Number
Serial Number/VIN:
Model Number:
Acquisition Date:
Unit Cost:



End-User Software License Agreement

Corporate Offices

19951 West 162nd Street
Olathe KS 66062
Tel: 913.254.0250

Rev 2

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END-USER SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT ("Agreement") is effective as of _____, 2008 (Effective Date), by and between Apex Innovations, Inc. ("Apex"), a Delaware corporation, having offices at 19951 West 162nd Street, Olathe KS 66062-2787, and Montgomery County Texas, Office of Emergency Management ("Licensee"), having offices at 550 Club Street, Suite 300, Montgomery TX 77316.

Section 1: DEFINITIONS

As used in this agreement:

1.1 "Agreement" means this document and all of the annexed schedules and exhibits, together with any future written and executed amendments.

1.2 "Designated site" means the facility or facilities specified on Schedule B, or any other facility as the parties may from time to time designate in writing on an amended Schedule B.

1.3 "Documentation" means any user manuals, handbooks and other printed or electronically presented visually perceptible materials relating to the Licensed Software specified on Schedule A provided by Apex to the Licensee pursuant to the terms of this Agreement.

1.4 "End-User License" means a license purchased by Licensee under this Agreement where rights to use the Licensed Software are granted for either a fixed number of (a) Named End-Users, meaning a license is required for each End-User login to access, administer or maintain data within the secured environment (a "Named End-User License"), or (b) Agency End-Users, meaning a maximum number of End-Users within a specific agency that may be accessing the system at any point in time (an "Agency End-User License"), as specified on Schedule A.

1.5 "Licensed Software" means: (i) all of the computer program(s) specified on Schedule A to this Agreement, consisting of a series of instructions or statements in machine-readable object code form (ii) any revisions or updates provided by Apex to the Licensee, pursuant to the terms of this Agreement; and (iii) the Software Documentation as defined herein.

1.6 "End-User" means any person provided access by a Licensed End-User to enter or maintain information using the Licensed Software through internal or external functions, meaning a license may or may not be required for each End-User.

1.7 "Perpetual License" means a License that may be purchased by Licensee to use Licensed Software for as long as Licensee chooses to maintain such license, including timely payment of all hosting and maintenance fees associated with such License.

1.8 "Proprietary Information" means all confidential and proprietary information, including without limitation, software tools, hardware and systems architecture, components, drawings, data, plans, programs, designs, specifications, techniques, processes, algorithms, inventions or other information or material owned, possessed or used by either Apex or Licensee which is at any time so designated by such party in writing, prior to the time any such Proprietary Information is disclosed to the other party.

1.9 "Server" means any configuration of computer equipment which runs any server-based Licensed Software program components that interact with Workstations in providing a complete working Licensed Software application to an End-User.

1.10 "Use" means the right to utilize, as appropriate to the Licensed Software's program operation and authorized under this Agreement, all or any portion of the Licensed Software's instructions or data from storage units or media into any Workstation or Server, provided that no portion of the Licensed Software is made available or transmitted in any manner to any other computer Workstation or otherwise utilized on a network where the total number of Workstations that would have access to the Licensed Software would exceed authorized End-User Licenses.

1.11 "Workstation" means any configuration of computer equipment at which a single operator works.

Section 2: GRANT OF LICENSE

Subject to the terms and conditions as defined herein, Apex hereby grants to the Licensee, and the Licensee accepts, a nontransferable and non-exclusive license to install, execute and use the Licensed Software, as listed in Schedule A, for processing data relating to the operations of the Licensee solely at the Designated Site(s) of the Workstations and Server, as listed in Schedule B.

Section 3: LICENSE RESTRICTIONS

3.1 Maximum Licensed Users. The maximum number of End-User Licenses licensed hereunder is set forth in Schedule A, which schedule may be amended from time to time by the parties when Licensee purchases additional Licensed Software. The maximum number of licensed and non-licensed End-Users is restricted to a ratio of 100:1 for each End-User License purchased within the same network.

For Named End-User Licenses, Licensee shall not issue more End-User login accounts than the maximum number of End-User Licenses shown in Schedule A prior to the purchase of additional Licenses from Apex and executing an amended Schedule A indicating the additional Licenses purchased.

For Agency End-User Licenses include a primary and alternate Named End-User for each license purchased and Licensee will be systematically limited to the maximum number of Licenses as shown in Schedule A, that may login at any point in time without prior purchase of additional Licenses from Apex and executing an amended Schedule A indicating the additional Licenses purchased.

Should Licensee require infrequent "critical surge capacity", meaning the ability to go beyond the maximum number of Named End-User Licenses or Agency End-User Licenses due to (i.) catastrophic events, as defined by the issuance of proclamations of disaster by duly elected government officials, or (ii.) exercises conducted in preparation for responses to catastrophic events, Apex recommends and Licensee may choose to purchase Surge Protection for End-User Licenses, meaning Licensee will not be systematically limited to the maximum number of End-Users that may login at any point in time. With Surge Protection, Licensee may use up to twice the End-User Licenses that have been purchased under this Agreement during such catastrophic event responses or exercises, for an aggregate amount of time not-to-exceed sixty (60) days per year (the "Surge Time"), without further licensing charges from Apex, commencing on the License Date as shown on Schedule A. Should Licensee use more than twice the number of purchased End-User Licenses (the "Overage") at any point during the allowed Surge Time, Apex will charge Licensee a pro rated amount for each day of Overage at the unit cost for each End-User License purchased by Licensee (which is equal to $0.00274 [1/365^{\text{th}}] \times \text{the Licensee's license unit cost} \times \text{Quantity of Overage logins} \times \text{Number of Overage days}$).

Furthermore, Apex reserves the right to review historical system end-user login registries to ensure licensing compliance during normal periods of operation (that is, periods not related to catastrophic events). If the quantity of End-Users logging in during (i.) normal periods of operation, or (ii.) any period that exceeds the allowed Surge Time is found to be out of compliance with the maximum number of End-User Licenses

purchased by Licensee, Apex will invoice Licensee and Licensee agrees to pay for additional End-User Licenses, per Schedule C – Software License & Maintenance Pricing, to regain End-User License compliance.

3.2 Transfer to New Computer. For Licensed Software that is intended to run in a Workstation web-browser environment interacting with web-server based Licensed Software, Licensee may operate the Licensed Software from any Workstation at any location, provided that the total number of End-User Licenses does not exceed the most recently amended maximum number of End-User Licenses set forth in Schedule A.

In the event Licensee wishes to transfer the operation of any Server based Licensed Software to a location or site other than the Designated Site in Schedule B of this Agreement, Licensee shall notify Apex of the changes and agrees to execute an amended Schedule B.

3.3 Temporary USE. Any license granted under this agreement for Designated Equipment listed as a Server (see Schedule B) may be temporarily transferred to one back-up computer (Server) during the performance of preventive maintenance, engineering changes or changes in features or model, until the primary Server is restored to operative status and processing of the data already entered into the back-up computer is completed.

3.4 Copies. The Licensee shall not copy, in whole or in part, any Licensed Software which are provided by Apex in machine readable form except (i) for authorized Use by the Licensee; (ii) for back-up purposes; or (iii) for archive purposes, provided, however, that in no event shall the Licensee cause or permit more than one (1) original and two (2) backup copies of Licensed Software to be in existence under any license at any one time without the prior written consent of Apex.

Section 4: OWNERSHIP

4.1 LICENSED SOFTWARE. Subject to the rights granted to the Licensee pursuant to this Agreement, it is expressly understood and agreed that all right, title and interest in and to the Licensed Software and Documentation, including any derivative works or enhancements regardless of the source of funding for such derivative works or enhancements, are and shall at all times remain the sole and exclusive property of Apex, subject only to the terms of any license agreements between Apex and its third party vendors, and Licensee shall neither derive nor assert any title or interest in or to such materials except for the rights of Use or licenses granted under this Agreement, and such property ownership rights shall survive any termination of this Agreement. Apex may use, sell, assign, transfer and license copies of and rights relating to the Licensed Software to third parties free from any claim of the Licensee.

The original and any copies of the Licensed Software, in whole or in part, which are made by Apex or the Licensee shall at all times be the sole and exclusive property of Apex. The provisions of this clause shall apply to all Licensed Software, including but without limitation, programs, manuals, instructional materials and all other documentation provided by Licensee.

4.2 Third Party Software. For all purposes under this Agreement, Apex shall be considered the owner of the Licensed Software, (subject to, and under the terms of Apex license agreements with Third Party Software Vendors), and of all copyright, trade secret, patent and other intellectual or industrial property rights therein. The purchase of the Licensed Software for self-hosted installation does not provide required licensing necessary for Third Party Software Vendors, to include but not limited to Oracle database, Crystal Reports, Spicer viewer components, and Microsoft MapPoint Services.

4.3 Indemnification. Apex shall indemnify and hold harmless Licensee and its Affiliates and their directors, officers, employees, agents, successors, assigns and Licensees against any and all claims, penalties, losses, liabilities, judgments, settlements, awards, damages and costs (including but not limited to legal fees, expert witness fees and expenses) arising out of or related to any claim of patent, trademark or

copyright infringement and claims of unfair competition or trade secret violation, and any other claim arising out of the sale, possessions or legal Use of the Licensed Software (collectively "Claims").

Section 5: PROHIBITED USES

The following uses of the Licensed Software are prohibited:

5.1 No Reverse Engineering. Licensee shall not have the right under this Agreement: (i) to reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow, or assist others to create the source code of the Licensed Software, or their structural framework; or (ii) to Use the Licensed Software in whole or in part for any purpose except as expressly provided under this agreement.

5.2 No Unauthorized Use and Disclosure. The Licensee's Use and disclosure of the Licensed Software is restricted solely to employees of the Licensee, except as allowed on Schedule A or with other written consent given to Licensee as authorized by Apex hereunder.

5.3 No Modifications. Except as set forth herein, the Licensee shall not modify, enhance or otherwise change the Licensed Software without the prior written consent of Apex. The Licensee agrees that a modification or enhancement to the Licensed Software(s) developed by the Licensee with or without advice or support by Apex or by Apex for the Licensee, whether or not reimbursed by the Licensee and whether or not developed in conjunction with the Licensee's employees, agents, or contractors shall be the exclusive property of Apex. The Licensee further agrees that modified or enhanced versions of the Licensed Software(s) do not constitute a program different from the Licensed Software(s), and as such, fall under the other terms and conditions of this Agreement.

Section 6: NONDISCLOSURE AND SECURITY

6.1 Confidentiality. Apex and Licensee shall hold in confidence and not disclose (except on a confidential basis to its employees who need to know and who are bound in writing to preserve the confidentiality thereof) all Proprietary Information received from the other party in the same manner and to the same extent as it holds in confidence its own Proprietary Information and shall not use any such Proprietary Information except for purposes contemplated by this Agreement.

6.2 Obligations to Safeguard. The Licensee shall take all reasonable steps to safeguard the Licensed 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 copy. The Licensee shall promptly report to Apex any unauthorized disclosure or any unauthorized Use of any Licensed Software of which it becomes aware and shall take such further steps as may reasonably be requested by Apex to prevent unauthorized use thereof.

6.3 Copyright Notice. All forms of the Licensed Software (including, but not limited to, magnetic media containers and/or printed listings) and all media used with the Licensed Software and all modifications by the Licensee shall bear an appropriate copyright and proprietary notice in a form reasonably specified by Apex.

6.4 Removal Prohibited. The Licensee shall not alter, obscure or remove the copyright, trade secret, patent, proprietary and/or legal notices contained on or in copies of the Licensed Software. The existence of any such copyright notice on the Licensed Software is not intended as an admission, nor should it be deemed to create a presumption, that publication of such materials has occurred.

Section 7: LICENSEE RESPONSIBILITIES

7.1 System Setup and Operations. Licensee shall be responsible for (1) initially verifying within the first 90 days of the contract their network environment is set up appropriately, including modules, roles, security permissions and dropdown values; (2) ensuring the appropriate level and/or version of hardware, browser, compatible software, system settings and reliable Internet service that meets or exceeds the defined system requirements; (3) ensuring firewalls, filters and other blockers running on computers and local area networks allow for connectivity to the licensed software; (4) ensuring that on an ongoing basis the data being entered by users is appropriate and valid and ensure users use the system in a manner that complies with the end user license agreement, and (5) ensuring an enhanced level of readiness by maintaining, testing and enforcing an appropriate continuity of operations plan for Licensee's network.

7.2 Installation by Licensee. Except where Services are contracted from Apex (see Section 8), Licensee has sole responsibility for any required installation of Licensed Software and the success or failure of any implementation. Licensee further agrees that if implementation is not performed by Apex, no warranty exists for the success of the Licensed Software in its installed environment, except as explicitly warranted in Section 9.

Section 8: SERVICES

8.1 Consulting and Training. Upon request, Apex will assist the Licensee with any required system configuration, project management, consulting, training and other services related to the Licensed Software. The scope and charges for such services shall be agreed and specified in an applicable Statement of Work (SOW) under a separate "Master Services Agreement".

8.2 Hosting and/or Maintenance Services. The one-time purchase price for a Perpetual License does not include either software hosting or software maintenance and upgrades, both of which are available under a separate Software Services Level Agreement or "SSLA".

Section 9: WARRANTIES

9.1 Title Warranty: Apex hereby represents and warrants that it has the right to grant a license to the Licensed Software to Licensee and that the Licensed Software does not, and Use of the Licensed Software will not, infringe any valid patents, copyrights, trademarks, trade secrets, or other proprietary rights of any third parties.

9.2 Performance Warranties: For Licenses hosted by Licensee (self-hosting), Apex hereby represents and warrants that the Licensed Software will at the time of delivery, meaning the time when Apex provides the system configured as purchased, and for a period of ninety (90) days thereafter be free of defects in design and manufacture and that the Licensed Software will substantially conform to the Documentation provided by Apex when given normal, proper, and intended usage and as delivered to Licensee hereunder, shall operate on or with the hardware and operating environment identified in the applicable schedules and exhibits, if any. This warranty shall not be applicable in the event that Licensee's employees, agents or contractors, without written consent of Apex, make any modifications to the Licensed Software.

9.2.1 Limitations of Warranty. Apex shall have no obligation to make repairs or replacements to the extent such repair or replacement shall result, in whole or in part, from Use of the Licensed Software in a manner prohibited by this Agreement, which shall include but not be limited to catastrophe, fault or negligence of the Licensee, unauthorized Use of the Licensed Software, or Use of the Licensed Software in a manner for which it was not designed, or by causes external to the Licensed Software such as, but not limited to, power failure or electric power surges.

9.2.2 Documentation. Apex represents and warrants that the on-line Documentation contains an accurate and complete description of the material functions of the Licensed Software and the Use thereof. Apex further represents and warrants that the Documentation will be updated to reflect all material updates of the Licensed Software, should Maintenance be purchased for the Licensed Software.

9.3 Disclaimer of Implied Warranties. The foregoing warranties are in lieu of all other warranties and conditions expressed or implied, including, but not limited to, those concerning merchantability and fitness for a particular purpose. Except as otherwise expressly stated herein, Apex makes no warranties either expressed or implied (including any warranty of merchantability or fitness for a particular purpose.)

Section 10: PAYMENT

In consideration of the license granted to the Licensed Software pursuant to this Agreement, Licensee shall pay to Apex the agreed license fees, for the quantity of End-User Licenses indicated in Schedule A, with the additional following terms.

10.1 License Date. The License Date shall be the date that the first purchased Licenses are delivered to Licensee. Licensee becomes responsible for payment of Licenses immediately upon delivery. In accordance with State and Federal requirements, the software and "electronic packing slip" will be delivered to Licensee on said date, initiating the creation of the invoice. The License Date shall be indicated on Schedule A. Any subsequent licenses purchased shall have additional payments due with the execution of amendments to Schedule A that increase the End-User License count.

10.2 Invoices. Apex will invoice Licensee for all amounts due. All undisputed portions of correct and complete invoices are due for payment by Licensee within thirty (30) days after receipt of an invoice, with a two (2) percent discount offered for payments made within the ten (10) day period. That portion of any invoice that utilizes State or Federal funds will be payable after Licensee receives such funds. Licensee shall make reasonable effort to process invoiced payments to Apex within ten (10) days of access to funds. Payment shall be submitted to Apex via either pre-arranged wire transfer, PayPal® or mailed via USPS to the following location: (Any additional costs incurred for payment method will be the responsibility of the Licensee.)

Apex Innovations, Inc.
Attn: Accounting Department
19951 West 162nd Street
Olathe KS 66062-2787
Phone: 913.254.0250 x116
Email: adminsrvc@apex-innovations.com

For any invoice thirty (30) days or more past the due, Licensee will provide Apex a report each month to include at a minimum the following items: (i) the current status of such invoice payment; (ii) date payment is expected to be made; and (iii) Licensee's plan to remedy delays and move such payment into paid status. Such report shall be submitted via Email with delivery confirmation to the address shown in Section 10.2 and copied to each person listed in Section 13.2 of this Agreement.

10.3 Failure to Make Payment. Licensee's failure to make payment for License(s), Hosted Services including Maintenance, taxes, duties, late payment charges or other amounts due on invoices made hereunder, within ten (10) days after notice of non-payment is given to Licensee, which shall not be less than sixty (60) days past when such payments are due, shall be a material breach of this Agreement. If Licensee does not make remedy of said non-payment breach within thirty (30) days of issuance of notice of non-payment, Apex will have the right to immediately suspend any and/or all services to Licensee.

Apex choosing to not take advantage of its right to issue a notice of non-payment or suspend Licensee services for non-payment in any individual instance shall not in any way alter its right to pursue remedy under this

section in any other instance. Further, should Licensee remain in default of payment, in addition to any other remedies available at law or in equity, at Apex's sole option, this EUSLA and all licenses granted to Licensee by Apex shall terminate upon the date thereafter specified in a notice of termination from Apex to Licensee. Reinstatement of such Licenses shall be at a rate equal to all outstanding and/or missed Hosted Services, including Maintenance payments, excluding invoices for Services rendered under an SOW, but shall not exceed the then-current i-INFO Licensed Software GSA pricing for such quantity of License(s). Once cured, Apex will promptly restore the Hosted Service(s) and/or License(s) to Licensee.

10.4 Taxes. Licensee is responsible for all applicable taxes, duties or other charges, including sales or use taxes, imposed by any federal, state, or local governmental entity on Services furnished by Apex under this Agreement, except for taxes based on Apex's net income, gross revenue or employment obligations. Licensee will provide Apex any signed documentation verifying the exemption of any sales or use tax at signing of Agreement. Notwithstanding that Licensee may file said documents with Apex, if for any reason, applicable law or regulation Apex becomes obligated to collect and remit any taxes relating to the Services performed by Apex, then Apex will invoice Licensee for same. Apex will indemnify, defend and hold harmless Licensee from and against any interest, penalties or other charges resulting from the non-payment or late payment of taxes or other charges for which Apex failed to invoice Licensee or which Apex otherwise failed to pay in a timely manner. However, it is Licensee's responsibility to advise Apex on Schedule D of known tax requirements to be collected by Apex from Licensee in Licensee's Designated Site locales.

Section 11: DEFAULT AND TERMINATION

11.1 Breach. Upon any material breach of or default under this Agreement by either party, the other party may give notice of such breach or default and, unless the same shall be cured within thirty (30) days after such delivery of such notice, then, without limitation of any other remedy available hereunder, such party may terminate this Agreement forthwith by delivery of a notice of termination at any time thereafter before such breach or default has been cured.

11.2 Equitable Relief. Because unauthorized use or transfer of the Licensed Software may substantially diminish the value of such materials and irrevocably harm Apex, if the Licensee breaches the provisions of § 5 or § 6 of this Agreement (prohibited uses, non-disclosure and security provisions) Apex shall be entitled to equitable relief (including, but not limited to, injunctive relief), in addition to other remedies afforded by the law, to prevent a breach of § 5 or § 6 of this Agreement.

11.3 Bankruptcy. In the event Apex files a petition under any chapter of the Bankruptcy Code, as amended, or for the appointment of a receiver, or if an involuntary petition in bankruptcy is filed against Apex and said petition is not discharged within thirty (30) days, or if Apex is legally declared insolvent or makes a general assignment for the benefit of its creditors, or if the business or property of Apex shall come into the possession of its creditors or of a governmental agency or of a receiver, then Apex shall immediately provide notice to Licensee and establish within thirty (30) days, at Apex's expense, and thereafter shall maintain an escrow on Licensee's behalf and deposit therein such source code, together with sufficient documentation to make use of the Licensed Software to maintain, modify and fully utilize the Licensed Software. Any such escrow shall be on terms and conditions (including, without limitation, as to deposit verification, source code release and provision of a Perpetual License to Licensee) that are reasonably satisfactory to Licensee. In lieu of establishing such escrow for Licensee, Apex may, at its sole discretion, immediately deliver to Licensee, with registered receipt, such source code and documentation for Licensed Software together with a Perpetual License for use.

Section 12: TRANSFERABILITY

12.1 Assignment. Licensee represents that it is acting on its own behalf and not acting as an agent for or on behalf of any third party and further agrees that it may not assign or delegate its rights or obligations under this Agreement without the written consent of Apex, except as may be allowed on Schedule B.

12.2 No Unauthorized Assignment or Transfer. In addition to the confidentiality provisions contained in Section 6, the Licensee shall not cause or permit display, loan, publication, transfer of possession (whether by sale, exchange, gift or operation of law), assignment, sublicensing or other dissemination of the Licensed Software, Software Documentation, in whole or in part, to any third party without the written consent of Apex, except as may be allowed on Schedule B.

12.3 Allowed Transfer. Either Licensee or Apex shall be entitled to assign this Agreement to an entity that purchases substantially all of its assets or purchases a majority interest in the voting stock or otherwise assumes the respective business of either Licensee or Apex. The Agreement shall inure to the benefit of and be binding upon any permitted successor or assign of the parties.

Section 13: MISCELLANEOUS PROVISIONS

13.1 No Conflict of Interest. Licensee represents and warrants that it has full power and authority to undertake the obligations set forth in this Agreement and that it has not entered into any other agreements that would render it incapable of satisfactorily performing its obligations hereunder, or that would place it in a position of conflict of interest or be inconsistent or in conflict with its obligations hereunder.

13.2 Notices. All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given:.

If to Customer:

Legal requests or notices related to changes in this Agreement shall be considered sufficiently given if 1) mailed certified or registered mail, postage prepaid; 2) delivered in person, receipt confirmed; 3) transmitted via facsimile, delivery confirmed; or 4) by electronic mail, delivery confirmed to:

Nicky Kelly
Office of Emergency Management
Montgomery County Texas
550 Club Street, Suite 300
Montgomery TX 77316
Phone: 936.582.3100
Email: nkelly@co.montgomery.tx.us

Point of Contact (POC) and project related correspondence shall be considered sufficiently given if mailed postage prepaid, delivered in person, or transmitted by facsimile machine or electronic mail to:

Summer Scheel
Office of Emergency Management
Montgomery County Texas
550 Club Street, Suite 300
Montgomery TX 77316
Phone: 936.582.3100
Email: sscheel@co.montgomery.tx.us

Invoices shall be considered sufficiently given if mailed postage prepaid, delivered in person, or transmitted by facsimile machine or electronic mail to:

Summer Scheel
Office of Emergency Management
Montgomery County Texas
550 Club Street, Suite 300
Montgomery TX 77316
Phone: 936.582.3100
Email: sscheel@co.montgomery.tx.us

If to Apex:

Legal requests or notices related to changes in this Agreement shall be considered sufficiently given if 1) mailed certified or registered mail, postage prepaid;; 2) delivered in person, receipt confirmed; 3) transmitted via facsimile, delivery confirmed; or 4) by electronic mail, delivery confirmed to:

Joe G. Abrams, President / CEO
Apex Innovations, Inc.
19951 West 162nd Street
Olathe KS 66062-2787
Phone: 913.254.0250 x102
Fax: 913.254.0320
E-mail: joe.abrams@apex-innovations.com

Point of Contact (POC) and project related correspondence shall be considered sufficiently given if mailed postage prepaid, delivered in person, or transmitted by facsimile machine or electronic mail to:

Joe G. Abrams, President / CEO
Apex Innovations, Inc.
19951 West 162nd Street
Olathe KS 66062-2787
Phone: 913.254.0250 x102
Fax: 913.254.0320
E-mail: joe.abrams@apex-innovations.com

Such addresses or contact persons may be changed by legal notice given by one party to the other pursuant to this paragraph or by other form of notice agreed to by the parties.

13.3 Governing Laws. All questions concerning the validity, operation, interpretation, and construction of this AGREEMENT will be governed by and determined in accordance with the laws of the State of Kansas. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

13.4 No Waiver. Neither party shall 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 shall not be construed or constitute a continuing waiver of such breach or of other breaches of the same or other provisions of this AGREEMENT.

13.5 Force Majeure. Neither party shall be in default if failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's control, including acts of God, civil commotion, strikes, labor disputes, and governmental demands or requirements.

13.6 Scope and Amendment. The parties hereto acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement is the complete and exclusive statement of agreement and supersedes all proposals (oral or written), understandings, representations, conditions, warranties, covenants, and other communications between the parties relating to the licensing and use of the Licensed Software. This Agreement may be amended only by a subsequent writing that specifically refers to this Agreement and is signed by both parties, and no other act, document, usage, or custom shall be deemed to amend this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement together with attached Schedules A through D to be executed by their duly authorized representatives as set forth below.

Date: March 31, 2008

For Apex Innovations, Inc.

Signed: _____

Joe G. Abrams
President / CEO
Apex Innovations, Inc.
19951 West 162nd Street
Olathe KS 66062-2787
Phone: 913.254.0250 x102
Email: joe.abrams@apex-innovations.com

For Licensee

Date: _____, 2008

Signed: _____

Nicky Kelly
Office of Emergency Management
Montgomery County Texas
550 Club Street, Suite 300
Montgomery TX 77316
Phone: 936.582.3100
Email: nkelly@co.montgomery.tx.us

END-USER SOFTWARE LICENSE SCHEDULE

Schedule A: Licensed Software

Itemized software licensed to Licensee pursuant to Sections 2.0 and 3.1 of this Agreement.

Software Description	Type of License	Qty. of Licenses	License Cost	License Date
i-INFO consisting of v 4.5 application modules/functions to be configured for Licensee as indicated in Table A-1 Software Configuration below.	Perpetual Named User Licenses w/o Surge Protection	100	\$126,390	Same as Effective Date of this Agreement
Total Licenses		100	\$126,390	

TABLE A-1: i-INFO Software Configuration

Product Configuration	What This Allows You To Do
New Window	Open multiple windows of the application at the same time. This is a productivity tool for "advanced" users.
Search	Search throughout databases in your network and data records that have been shared with your organization.
Tools	Access i-INFO tools and related functions.
My Profile	Access and update your password and person record. This includes general and private information: general info, primary & secondary contacts, authorization, work experience, education history, skills/certifications/training, etc. Optionally, authorize somebody else to maintain your person record (typically an HR administrator).
Web Sites	View listings of website links that your network has setup for authorized users.
Help	Access online help, Licensee support and release notes.
Logoff	Logoff the system.
Setup	Work with Apex to initially setup your own network environment. Select your own screen colors and watermark. Each member organization can have its own logo.
Security	Apex provides our standard security setup to save you time. Once your network administrator learns the system, that person can "tweak" security role permissions to meet your specific needs.
Primary Table Setup	Apex provides our standard field dropdowns. You can deselect values and "alias" values to meet your terminology

Product Configuration	What This Allows You To Do
Primary Classification Setup	Apex provides global classification structures to categorize organizations, assets, documents and other database information. Choose the classification structures your organization wants to adopt, then select only those pieces of the structure you want to use.
Misc. – Website Link Setup	For your network users, setup a listing of helpful "quick links" (e.g. national weather service) so users can quickly popup other website information.
Misc. – Person Update Subscriber Email	Each subscribing organization can choose to use the auto person update capability. If they choose to use it, they must setup an email that requests that a person update their person record. This is where each organization's email letter is setup.
Managing Organizations	
Org Group List	For Org Group Administrators... Manage your network's list of Org Groups. Examples of Org Groups: Regional HazMat Teams, Regional Mayor Offices, Regional Fire Services, County Dispatchers and Emergency Managers, etc.
Org Group	Setup the name and general info about the Org Group. Indicate if you want to share the Org Group with any other organizations. Select the organizations that you want to belong to the membership.
Managing People	
Person List	View the person rolodex. Use "group by" to quickly sort persons by organization or relationship (e.g. vendor, employee, etc.).
Person	View other person records or update your own. The main person form includes: name and displayed credentials and degrees. Update your own photo and image of signature (optional).
Person Org	See all the organizations that a person is associated with (where they work, where they volunteer, etc.)
Address	Track multiple addresses including business and home. Each user specifies how they want to share each address (e.g. share your home address with only your organization, but share your business address with all the organizations you work with).
Phone	Track multiple types of phone numbers. Each user specifies how they want to share each phone number (e.g. share your home and mobile with only your organization, but share your business phone with all the organizations you work with).
Email Address	Track multiple types of email addresses. Each user specifies how they want to share each email address. You can even enter mobile phone addresses so mass communication alerts from the system will be sent to your mobile phone (if you have purchased this phone service).
Contact List	Provides ability to enter and share emergency and alternate contact information.
Education	Provides ability to enter and share each person's education history.

Product Configuration	What This Allows You To Do
Skills - Credentials	Provides ability to enter and share a person's various skills, training, certifications and licenses.
Reference Document	Attach resumes, bios, certifications, etc. If purchased, a custom enhancement is also available to interconnect this function with the Library for improved management.
Current / Historical Verified Credentials	View a person's certifications and licenses that have been verified, currently or historically, by one or more organizations which the person is associated with.
Person Update	Click on this dynamic menu option to send link to non-users allowing them to enter and update their own reference information. The auto-update can be set to prompt the person to update their personal information via an email message either on a scheduled periodic basis or as manually triggered by a system user.
Current Org Roles	Click on this dynamic menu option to see all the org security roles that a person has been assigned...across multiple organizations.
Org List	Filter your rolodex of orgs by just your organization or view all org records that have been shared with your organization. Use "group by" to quickly sort by first letter.
Org	View org structure and information about each organization: org name, org discipline, org type and photo (e.g. typically a logo, an aerial photo of org site)
Org Contact List	Track various org contacts including 24 hr. contact names and numbers.
Address - Phones	Track multiple types of addresses including location, shipping, mailing, phones by location and more.
Boundary	Enter org boundary information (address, geo codes, city, county, etc.) to help locate your org on a map
Classification	Use Org classification to classify each organization by type and assigned unique attributes for each type of organization.
Org Person	Enter all persons (employees, vendors, volunteers...) that are associated with each organization or sub-organization (e.g. division, department...). Optionally assign security roles and logon to persons to the system.
Reference Document	Attach reference documents: organization forms, instructions, plans, maps, building drawings, site layouts, etc. If purchased, a custom enhancement is also available to interconnect this function with the Library for improved management.
Access through Org Person	Verify some or all stated credentials, maintaining background check documentation as well as images of certifications, licenses.
Access through Org Person	Maintain multiple records defining assigned badges for building or incident security, including ability to export standard data to badge printing systems.

Product Configuration	What This Allows You To Do
Global Menu Access	Create memos to save or send via e-mail. Messages stored in context to active organization.
Org Record Access	Track communications specific to each organization. Maintains historical record of all communications and allows the tracking of internal response in context to the original message. Helpful especially when org is a shelter or other emergency support facility.
Communication Groups	Setup and define work groups, committees or even mass communication groups for your organization.
Event Calendar Secured Site (Accessed through Global Menu)	Provide a way for users to manage information and coordinate activities regarding various types of events including training, meetings, conferences, exercises, as well as, public events.
Hot List	Allow users to add events to the hot list to enable quick monitoring or updating of any designated subset of the events.
Event Header	Contain basic information about an event such as contact information, event location, costs, etc. This view is displayed to people who are given read-only access to the event. The Event Overview screen also provides the event managers and coordinators access to these screens for adding, changing or deleting information.
Event Detail	Capture key information such as Event Name, Event Stage, Description, Objectives, Data Owner Org, etc.
Event Detail – Text Editor	Allow users to enter formatted text in the Description and Objectives fields so they can be published to the public site after the next release. The text editor includes many of the editing features available in Word, using familiar Windows toolbars. Users can also insert images through the editor by copying from existing web sites or by uploading images to the image gallery.
Participation	Capture information regarding who should attend the event such as Participant Type, Target Audience, the minimum and maximum number of participants, etc. This is used by the event organizer to document and track involvement.
Participant Cost	Log and track different types of costs such as cost per person, cost per event, etc. The Participant Costs form provides a way to record relevant cost related to an event and share that information with potential attendees.
Credit	Document the educational credits a participant can receive for attendance. The form provides you a way to relate credits for different classes and different credits earned for different disciplines (e.g. police and fire may receive different number or type of credits for the same training class).
Schedule	Register the date and time for an event. Once scheduled, the date and time is displayed on the calendar for others with permissions to view using the graphical calendar view. Other users may use this information, through this calendar view, to determine when to schedule other events.

Product Configuration	What This Allows You To Do
Sub Events	A sub event is a child (or second level) record of a master event. Master event and sub event are identical in their structure, with the same format, sub forms and fields. This function provides additional flexibility for users when they structure a large event such as a conference or exercise. Users can add many sub events to publish more specific information regarding individual sessions.
Personnel	Identify everyone that is associated with an event. That could be anything from inputting event information, managing vendor relationships for providing services, to listing who is going to speak at the event. Any person's name and title can then be selectively published to the public website.
Address	Input locations for an event and provides options to publish selected locations to the public website. For each address location, users can enter address purpose, location detail and driving directions.
Involved Org	Identify the different types of organizations for the event, select how these organizations are involved and indicate which ones will be published to the public website.
Search	A Quick Search feature allows users to find events by looking into key descriptors of an event such as Name, ID, Synopsis, etc.
Publish Setup	Setup publishing preferences for each individual event and preview the event before publishing.
Copy Event	Allow user to copy the event and use it to quickly create a new event with the event header information as well as any sections of the event and/or sub events.
Publish Event	Publish the event and optionally its sub events to the public calendar.
Cancel Event	Change the event stage to Cancelled. For published events, users can choose to have the events remained on the public sites or removed.
Complete Event	Change the event stage to Completed and close out the event. Changes are not allowed afterward.
Event Calendar Public Site	Display events published from the Secured Site. Public users can view and search for events in a summary list view or a calendar view as well as review any published detail event information.
Library Document	
Library Document List	Filter your library documents by just your organization or view all documents that have been shared with your organization. Use "group by" to quickly sort documents by category, classification or data owner.
Library Document	Setup the library document name and general information. Indicate if you want to share the library document with any other organizations. Attach the actual document file.
Associated Persons	Specify persons (from one or many orgs) who can work on each document. Typically, these are the author(s) and editor(s) of the document.
Classification	Use classification to categorize each document to organize them on the Library Tree.

Product Configuration	What This Allows You To Do
Communications	Create and keep memos & emails per library document. Helpful for all document authors and editors to use to track all correspondence and external distribution of their document.
Asset List	Filter your list of assets by just your organization or view all asset records that have been shared with your organization. Use "group by" to quickly sort by asset classification, owner or emergency org, asset status and other options.
Asset and Sub assets	Setup asset and sub asset records. Track important asset information: asset ID, name, description, status, comments, owner & emergency orgs, emergency contact, qty available, etc. Flag whether the asset or sub asset is unit deployable or available for mutual aid. Indicate what organizations can view your asset information. Classify the assets by different categories and add attribute values.
Associated Persons	Enter the personnel that have the rights to edit the asset record.
Location / Boundary	Define the location address of the asset for quick searching and mapping. Define the boundaries associated with a specific asset location (e.g. city, county, FEMA region...).
Asset Financial	Optionally track asset financial information such as date of purchase, original cost, life, etc.
Asset Maintenance	Optionally log historical and future maintenance activities...in the maintenance log.
Communications	Create memos and emails that can be stored per asset. Useful in keeping track of asset requests and other communications.
Reference Document	Attach asset spec sheets, instructions and other helpful documents. If purchased, a custom enhancement is also available to interconnect this function with the Library for improved management.
Assets on Map	Submit your search criteria (including geographic parameters) and see the resulting assets on a map. Click on an asset to see the asset detail record. Click on the emergency contact to popup email form to send request for asset use.
Reports	Select from standard application reports, or speak with Apex about costs for custom reports.
Queries	Queries can be exported to MS-Excel or CSV file formats. Select from standard application queries, or speak with Apex about costs for custom queries.
Extracts	Extracts output information to an MS-Access file format. Select from standard application extracts, or speak with Apex about costs for custom extracts.
Interfaces	Provides an interface to the TRRN system. Provides ability to download asset information from i-INFO to this Texas State system.

END-USER SOFTWARE LICENSE SCHEDULE

Schedule B: Designated Site(s) and Licensed Users

Pursuant to Section 2.0 of this Agreement,

1. The Licensed Software Server components will be physically installed at:
Apex's Host Computer Center Sites
2. The Licensed Software Workstation components will be physically installed at:
Workstations with web-browser based components primarily operating in the Licensee's service area.
3. Licensee may extend for USE the purchased Licensed Software to its employees or any third party users, subject to the terms of this Agreement, for the purpose of establishing one or more online i-INFO Networks for use by Licensee. The Networks will contain public and private sector information that are intended for information sharing and collaboration by Licensee and or its designated third-parties. Third party end-users shall be restricted to governmental, not-for-profit or private sector parties that have need to USE the Licensed Software for the purpose of participating in any i-INFO Networks that are properly licensed, authorized, established and controlled by Licensee.

END-USER SOFTWARE LICENSE SCHEDULE

Schedule C: Software License Pricing

The following table provides a budget estimate for the purchase of additional licenses, if purchased at the time of the contract signing. The final price shall be set based on the total licenses purchased by the TRIS program purchasing groups in the previous 36 months, at the time of additional license purchase.

Named User Block Size	i-INFO Package Named Login Unit Cost (as Configured above)
Current	\$1,264 / License
+50	\$1,218 / License
+100	\$1,189 / License

C.1 Apex, at its sole discretion, reserves the right to annually amend the maximum pricing affecting Schedule C, commencing with the first anniversary of the License Date, as listed in Schedule A. License pricing for the designated functions in Schedule A above shall not increase more than five percent (5%) in any one year.

C.2 As stated in Section 3.1 of this Agreement, Licensee will be allowed to purchase additional software licenses under the terms of this agreement, taking advantage of the then current volume discounts offered in the increasing User Block Sizes shown above. As such, the aggregate End-User License count, inclusive of all purchases made within the previous 15 months by Licensee will be used when Licensee makes additional purchases of the Licensed Software.

C.3 If the new purchase date is sixteen (16) to thirty-six (36) months after a prior purchase, half of the previous aggregate End User License count will apply when determining the then current User Block Size volume discount price. New purchases of the Licensed Software will not receive any credit for purchases made more than thirty-six (36) months prior.

C.4 Licensee shall be considered part of an Affiliate Purchase Group, which is defined as the twenty four (24) Council of Governments (COG) regions within the State of Texas or any agency participating as part of the regional information sharing activities of the COG. As such, for purposes of obtaining volume purchase discounts for the Licensed Software, the aggregate Licensed User count of all licenses purchased by any member of the Affiliate Purchase Group under their respective License Agreements with Apex, as tabulated by Apex, shall be used as the applicable volume discount for Licensee's software purchases for the Licensed Software. When both Named-User and Agency Named-User Licenses have been purchased within the Affiliate Purchase Group, Apex will equate Named-User Licenses to Agency Named-User Licenses at a ratio of two (2) to one (1) when calculating the User Volume Threshold volume available to Licensee. However, any licenses for the Licensed Software purchased by any member of the Affiliate Purchase Group more than thirty six (36) months prior to the then purchase date of new or additional licenses by Licensee shall not be tabulated as part of the aggregate Licensed User count volume for discounting purposes.

END-USER SOFTWARE LICENSE SCHEDULE

Schedule D: Tax Compliance Disclosure

The following taxes must be collected per Section 10.3, for Software Licenses provided under this Agreement, and are the only such taxes, fees or duties to be collect by Apex on behalf of the listed tax authorities:

Taxing Entity Name and Location	Tax Type	Tax % or Fee
	Local Sales	None
	State Sales	None
	Other	None

EXHIBIT C

Apex Software Service Level Agreement (“SSLA”)

(Document Attached)



Software Service Level Agreement

Corporate Offices

**19951 West 162nd Street
Olathe KS 66062
Tel: 913.254.0250**

Rev 2

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1 Agreement

THIS SOFTWARE SERVICE LEVEL AGREEMENT (“Agreement”) is by and between Apex Innovations, Inc. (“Apex”), a Delaware corporation, having offices at 19951 West 162nd Street, Olathe KS 66062-2787, and Montgomery County Texas, Office of Emergency Management (“Customer”), having offices at 550 Club Drive, Suite 300, Montgomery TX 77316, individually referenced as a “Party” and collectively as the “Parties,” and shall have the same Effective Date as the Effective Date of the End User Software License Agreement executed by and between the Parties.

1.1 General

This Agreement is intended to cover rights granted by Apex to use its software, under a separate End-User Software License Agreement (the “Licensed Software”), and all related hosting, software maintenance and support services as described herein, ordered by the Customer and provided by Apex (the “Hosted Services”). This SSLA states the terms and conditions by which Apex will deliver and the Customer will receive any or all of the Hosted Services. In the event that any terms set forth herein apply specifically to a Hosted Service not ordered by the Customer, such terms should not apply to this SSLA.

1.2 Definitions

- a. **“Apex’s Technology”** means Apex’s proprietary technology, including without limitation, software tools, hardware and systems architecture designs, algorithms, inventions, specifications, techniques, processes, software programs (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related Intellectual Property Rights throughout the world (whether owned by Apex or licensed to Apex from a third party), to also include any derivatives, improvements, enhancements or extensions of Apex Technology conceived, reduced to practice, or developed during the term of this Agreement by either party hereto.
- b. **“ASP”** is an acronym for **“Application Service Provider”** and herein means the hosted application services or “ASP Services” offered by Apex to entities or individuals (“customers”) providing fee-based access over the Internet or by remote access service to Apex’s hosted computer applications and related data processing services that would otherwise have to be located or provided in said Customer’s own computer department.
- c. **“Customer i-INFO™ Manager”** means the person designated by Customer’s management as the primary person responsible for overseeing Hosted Services delivered under this SSLA. See Schedule 2.
- d. **“Customer’s Technology”** means the Customer’s proprietary technology, including the Customer’s internet and intranet operations design, content, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related Intellectual Property Rights throughout the world (whether owned by the Customer or licensed to the Customer from a third party) and also including any derivatives, improvements, enhancements or extensions of the Customer Technology conceived, reduced to practice, or developed during the term of this Agreement by the Customer.
- e. **“Declared Emergency”** encompasses urgent situation(s) that requires Customer’s immediate action to prevent or reduce a danger of major proportions and declared as such by a person so authorized to make such declaration.
- f. **“Hosted Service(s)”** are all inclusive of specific service(s) offered under this SSLA, to include ASP Services, Maintenance Services, and End-User Support Services, ordered by Customer and

provided by Apex as listed and described in Section 2 of this SSLA or any amendment hereto signed by both parties.

- g. **"i-INFO", "i-INFO.EPR", "i-INFO.WORKS" and "i-INFO.DOCS"** are trademarked names of Apex, referring to a web-based software system solely owned and licensed by Apex that is configured into specific application packages for each Customer and may be delivered to Customer by (i) a hosted service over the Internet, or (ii) by remote access service, or (iii) by electronic media for self-hosted installation by Customer.
- h. **"Intellectual Property Rights"** means any and all inventions, works of authorship, information fixed in any tangible medium of expression, moral rights, mask works, trademarks, trade names, trade dress, trade secrets, know-how, and ideas, subject to any form of legal protection anywhere in the world, and all other subject matter protectable under any intellectual property law, including without limitation all new or useful art, combinations, discoveries, formulae, manufacturing techniques, technical developments, artwork, software, programming, applets, scripts, and designs.
- i. **"Maintenance Period"** means a period of twelve (12) consecutive months commencing (i) at the conclusion of any i-INFO software warranty period or (ii) on the Maintenance Services Effective Date as listed on Schedule 3, or (iii) on the anniversary of the initial commencement of Maintenance Services, all of which have condition of receipt of payment by Apex for any Maintenance Services fees due.
- j. **"Maintenance Services"** means the i-INFO software maintenance and upgrade services ordered by Customer and furnished under this Agreement, as such services are available and constituted from time to time.
- k. **"Normal Business Day"** means Monday through Friday, excepting Federal statutory holidays.
- l. **"Normal Business Hours"** means the period of time on Normal Business Days between 9 a.m. and 6 p.m. Central Time.
- m. **"Non-business Hours"** means the hours of the week other than those designated as Normal Business Hours.

1.3 Term

The Initial Term of this SSLA shall be twelve (12) months, beginning with the effective date as indicated above, and hereafter called the Hosted Services Effective Date. The Hosted Services Effective Date shall coincide with the License Date referenced in Schedule A of the EUSLA. Apex is obligated to provide and the Customer is obligated to pay for the Hosted Services ordered through the Initial Term and each Extension Term.

This SSLA will automatically renew for so long as Apex is providing any of the Hosted Services described herein to Customer.

ASP Services shall automatically renew for an additional one (1) year term (an "Extension Term") on each anniversary of the Hosted Services Effective Date and the Customer may terminate ASP Services at the end of any Maintenance Period by giving written notice to Apex not less than sixty (60) days before the end of the Maintenance Period.

Apex will begin Maintenance Services for the i-INFO Licensed Software to coincide with the "License Date" indicated on the End-User License Agreement, Schedule A or on the date set forth as the Software Maintenance Effective Date in Schedule 3 attached hereto, whichever date is later. Customer agrees to purchase Maintenance Services and Apex shall continue to provide Maintenance Services for successive Maintenance Periods for so long as ASP Services are purchased by and provided to Customer.

For self-host Customers, Maintenance Services are recommended, but optional, and either party may terminate Maintenance Services as of the end of any Maintenance Period by giving written notice to the other party, such notice to be given by Apex not less than sixty (60) days before the end of the Maintenance Period. Once terminated, should Customer desire Maintenance Services to resume, all past Maintenance Service payments from the point of termination shall be due and paid prior to reinstatement of services.

2 Scope of Hosted Services

Apex will provide the following Hosted Services as ordered by Customer:

2.1 ASP Services

ASP Services include the required facilities, hardware, software and network connectivity from Apex's designated host data center to the Internet, including performance monitoring, and technical support, to provide Customer with a reliable 24 hour / 7 day per week i-INFO application system environment as described herein.

Application Hosting

Licensed Software, as defined by a separate End-User Software License Agreement, Schedule A, that describes certain i-INFO applications and functions, will be hosted for Customer in a secure internet environment.

Monitoring of production environment

Apex will ensure that the ASP environment, both hardware and software are maintained in such a way to assure performance and integrity of industry standard commercial and government practice, including intrusion monitoring and detection, to meet Service Level Objectives contained herein.

Monitoring / tuning of database environment

Apex constantly evaluates the database to ensure performance and data integrity of industry standard and commercial government practice.

Backup of Customer data

Apex employs commercially reasonable backup strategies and practices that allow for i-INFO databases to be stored offsite, as well as restoration of data immediately after the loss thereof.

Internet connectivity

Apex will provide connectivity between its ASP site to the "internet cloud". Customer will provide network connectivity from its workstations to the "internet cloud". Apex recommends that Customer maintains redundant telecommunications vendors for connectivity to the "internet cloud" and provide backup power for any mission critical end-users running i-INFO.

Emergency support

Apex will provide 24 hour / 7day per week phone support during Customer-declared emergencies.

Third-party licenses

Provide adequate licenses to meet all Apex-used third-party software licensing requirements, including but not limited to Microsoft, Oracle, or Crystal Reports. Apex retains the right to replace or eliminate any underlying third-party technology or vendor at its sole discretion and cost, provided Customer's end-user software functionality is not impacted.

Disaster Recovery Planning

Maintain a Disaster Recovery Plan (DRP) of industry standard commercial and governmental practices

for 24 hour/7 day per week emergency operations, and provide adequate education and training to ensure Service Level targets are met.

Apex will provide ASP Services for Customers that purchase i-INFO licenses with Surge Protection, that is, having the ability to go beyond the maximum number of NAMED END-USER LICENSES or AGENCY END-USER LICENSES during times of (i.) catastrophic events, as defined by the issuance of proclamations of disaster by duly elected government officials, or (ii.) exercises conducted in preparation for responses to catastrophic events. All ASP Services will be provided, whether with or without Surge Protection, according to the pricing of Schedule 3.

2.2 Maintenance Services

New development

Periodically new i-INFO software versions with new enhancements will be made available. All Customers with ASP Services will have use of the purchased configuration of Licensed Software with new versions automatically installed by Apex as soon as the Apex development team releases it. Self-hosted Customers with Maintenance Services will be provided software updates via electronic media for installation at Customer's own schedule and expense.

Software maintenance

Apex will utilize input from end users of subscribing Customers, monitoring tools and others to correct or improve performance of the i-INFO software. All Customers with ASP Services will have use of Licensed Software with maintenance service packs automatically installed by Apex in its ASP environment as soon as released. Self-hosted Customers with Maintenance Services will be provided software service packs via electronic media for installation at Customer's own schedule and expense.

Help desk troubleshooting support

Apex will provide phone support for questions/answers, and problem reporting / resolution for authorized i-INFO System Administrators and/or i-INFO Network Administrators from subscribing Customer organizations.

2.2.1 Scope of Maintenance Services.

- (a) **Telephone, Email, and Web Service.** Apex shall provide Customer's designated and trained i-INFO administrators (i-INFO System or i-INFO Network administrators) remote access to Apex personnel to help Customer in answering troubleshooting questions with respect to use of the Licensed Software. Customer's access to Apex personnel shall include both telephone access and electronic mail service during Apex's Normal Business Hours on Normal Business Days, as identified in section 1.2. Apex's holiday schedule will be provided upon request. A telephone support number is available 24/7 for customers during declared emergencies.
- (b) **Error Correction.** Apex shall attempt to correct documented errors in the Licensed Software when such errors are reported to Apex and can be repeated by Apex on its equipment. If a reported error causes the Licensed Software to be inoperable or if Customer's notice to Apex states that such error is substantial and material with respect to Customer's use of the Licensed Software, Apex shall, as expeditiously as possible, use its best commercial efforts to correct such error, or to provide a software patch or bypass around such error. If Customer notifies Apex of a suspected error in the program logic and/or documentation, Customer shall give Apex reasonable access to its necessary computer equipment, the Licensed Software and all relevant documentation and records, and shall provide such reasonable assistance as Apex may request, including sample output and other diagnostic information, in order to assist Apex in providing Maintenance Services.
- (c) **Customer Error.** If, on analyzing a suspected error in the Licensed Software at Customer's request, Apex determines, in its sole discretion, that the problem is caused by Customer's

modification of the Licensed Software or Customer's failure to follow standard procedures, Customer agrees to pay Apex for its efforts at Apex's time and material rates in effect at that time.

2.3 End-User Support Services

Apex will provide customized i-INFO system and network administration services or direct support of Customer's end-users, to provide telephone help desk and e-mail support for questions /answers of system operation and problem reporting / resolution as ordered by Customer, as described and provided according to Schedule 3 attached hereto.

2.4 Customer Responsibilities

The Customer will assign the role of Customer i-INFO Manager, as named in Schedule 2, who will have primary responsibility for oversight and coordination of Hosted Services performed under this contract. Customer shall maintain a person in this role for the duration of this Contract, providing the name(s) of each person serving in this role to Apex as an amendment to Schedule 2.

The Customer i-INFO Manager's role and responsibilities will include, but not be limited to, the following:

- Coordinating any Customer technical resources necessary to resolve issues pertaining to technical matters;
- Coordinating the training and certification of i-INFO Administrators, as defined in this section 2.4 below.
- Reviewing Apex services performance reports, as may be desired at periodic intervals;
- Coordinating between Apex and experienced Customer users to assist Apex with functional design reviews or testing of major software updates prior to production releases, as may be requested by Apex and agreed by Customer;
- Committing management and staff time for meetings, working sessions, training, and other activities as may be required for service delivery; and
- Authorizing and expediting any payments due under this agreement.

Unless otherwise contracted with Apex, the Customer will appoint and maintain one or more personnel to be trained and certified by Apex as i-INFO Administrators, which may be certified as i-INFO Network Administrator, i-INFO System Administrator and/or i-INFO Org Administrator, for supporting Customer's i-INFO software configuration and end-users. i-INFO Administrators shall at minimum have the following primary responsibilities:

- Establishing i-INFO user logon accounts and maintaining "effective start" and "effective end" dates; Customer's i-INFO Administrator shall not activate any logons above the purchased quantity of i-INFO End-User Licenses without explicit written permission from Apex.
- Entering or maintaining Customer "Master Data" as identified by departmental implementation requirements;
- Providing expert onsite i-INFO user support for assisting end users with application training questions;
- Verifying end user i-INFO problems as repeatable software problems prior to reporting to Apex Help Desk;
- Providing i-INFO end-user support for resolving issues that are out-of-scope for Apex.

3 Service Levels

This section 3 describes Service Level Objectives and processes that have been established for the Hosted Services offered to the Customer. Generally, the Hosted Services offered herein are available to the Customer upon execution of this SSLA. However, certain support processes described in this section 3, such as help desk support, and all performance measuring described in section 5 shall become effective subsequent to Customer's i-INFO system administrators having been trained and certified by Apex. During initial i-INFO implementation, if contracted in a statement of work under a Master Services Agreement, an on-site Apex project team will perform user help support, problem identification and resolution.

Apex will use the Service Levels described herein to define, implement and manage the staffing levels, computer hardware capacity and policies and procedures necessary to accomplish said Service Levels on an ongoing basis. Apex will monitor and maintain the stated Service Levels to provide quality Customer service. Stated Service Levels apply to supporting the current and future releases of the i-INFO software application.

Apex will be responsible for managing all aspects of the on-going delivery of support services and for planning, coordinating and executing all i-INFO application changes and upgrades.

Excluded from ongoing i-INFO Hosted Services as part of the Hosted Services fees are:

- User or Administrative training (e.g., training or re-training on i-INFO applications, Crystal Reports or other provided software tools);
- Customer internet access;
- Wide Area Network (WAN) connectivity between the Customer sites and Apex's host data center site;
- Local Area Network (LAN) setup at Customer sites such as local desktops, hubs, routers, and printers;
- User Desktop and printer support; and
- Enterprise wide and local print or scanning services.

3.1 Defining Service Level Objectives

Service Level Objectives are targets to define performance measurements associated with the delivery of on-going i-INFO Hosted Services.

For on-going services provided by Apex, associated Service Level Objectives have been identified and documented herein. Any negative deviations will be resolved through corrective action on the part of Apex.

Outages caused by the Customer or one of its agents that affect the delivery of any service that is beyond Apex's host-site(s) firewall domain will be excluded from Service Level measurement against Apex's objectives.

3.2 Measuring Service Delivery

For each of the established monthly Service Level Objectives, Apex will monitor the on-going performance of the actual delivery. Apex will be responsible for investigating the cause of the deviation and determining the action required correcting the deviation and implementing the corrective action within the timeframe set forth herein.

3.3 Regular Reporting

Monthly status reports will be made available to the Customer i-INFO Manager upon request. This report will summarize activity during the period covered, including usage and performance against Service

Level Objectives, with explanations of any deviations. The reporting will also include a description of the plan and action taken to correct any deviations.

3.4 Hosted Service Reviews

Hosted Service reviews will be scheduled periodically as agreed with the Customer i-INFO Manager. These reviews are to ensure that Apex's Hosted Services continue to meet the Customer's needs and that required plans are in place to address any required changes in the Scope of Hosted Services. These reviews may include the following:

- review of Customer satisfaction for prior periods;
- review of Service Level Objectives attainments and outages;
- review of actions taken or planned to address outstanding issues and Service Level deviations;
- assessment of the Customer's activity forecasts and service requirements for the next quarter, including any unique or new service requirements; and
- discussion of Customer's plans to address new requirements. For example, extended support on weekends to support additional transaction volumes during a forecasted peak activity period.

If adjustments to Hosted Services are required as a result of changes within the Customer's business operations, these service reviews will provide the mechanism for planning and managing the appropriate re-alignment.

3.5 i-INFO Hosted Services

Apex endeavors to provide a problem-free experience for i-INFO end-users using the ASP host environment. Automated system detection and monitoring alerts provides 24 hour / 7 day per week notification to multiple pagers assigned to Apex support staff maintaining the Apex ASP environment. This ensures that for most all conceived hardware and software failure scenarios, Apex staff is alerted prior to actual system slowing or hardware component failure. With Apex's redundant parallel systems in place, ASP users should never experience a system outage due to Apex host environment failure.

Apex's experience indicates that the most likely points of failure for end-users are related to a customer's client desktop hardware/software, local or wide-area networks or a customer's ISP vendor, none of which are Apex's responsibility. These failures may occur from power outages, network/software upgrades or communication lines inadvertently being cut. Customer is responsible to maintain any redundant network topology, with adequate capacity, and redundant communication vendors that Customer deems necessary or required for high system availability to public safety or emergency operations.

Should Customer experience critical failure of any kind, Apex support staff will make every effort to immediately respond to Customer to confirm the status of the ASP host environment, thus helping Customer isolate and troubleshoot the nature of its critical failure. In the event of public safety emergency operations being enacted, should Customer not be able to quickly resolve connectivity to the ASP host environment, Apex will use its best effort to accommodate Customer's need for system access, providing phone technical support to restore Customer's system access to any requested location. At Customer's request, Apex will assist Customer on-site to regain ASP access and operations. Apex will be paid hourly fees at its then-current rate for such services and, if long distance travel is required, reasonable travel and living expenses will be reimbursed by Customer. The specific fees invoiced shall be based upon the effort defined in the statement of work and the rates defined in the then current Exhibit 1 of the Master Services Agreement.

3.5.1 Support Services

Apex will establish points of contact for Customer's Org Administrator(s), providing for help desk and application problem resolution support.

3.5.1.1 Contact Point for Management Issues

An Apex Service Manager has been established by Apex that will be the single point of contact for all aspects of Hosted Services delivered under this agreement to the Customer and responsible for Customer satisfaction. The Apex Service Manager shall primarily communicate and coordinate with the Customer i-INFO Manager as specified in Schedule 2 of this Agreement. The Apex Service Manager's contact information is:

HelpDesk@apex-innovations.com

Tel: 913-254-0250 ext. 300

Fax: 913-254-0320

Any changes in the Apex Service Manager contact information will be provided by Apex to the Customer i-INFO Manager and Customer's i-INFO Administrator(s).

3.5.1.2 Contact Point for End Users

Unless otherwise contracted with Apex for End-User Support Services (see Section 2.3), Customer's i-INFO Administrator(s) will directly support the Customer's end users (see Section 2.4). Apex personnel will provide functional and technical support to Customer's i-INFO Administrator(s), as ordered by Customer, through the Apex Help Desk. Ownership of call tickets shall remain with the Apex Help Desk, regardless of the area or organization an issue may have been referred to for resolution. Apex Help Desk functional and technical resources will follow documented call management processes and guidelines.

For technical or functional assistance, Customer's Org Administrator(s) will contact Apex Help Desk by phone, fax or e-mail; fax or e-mail will be used for sending supporting documentation.

For efficiency in responding to calls, a service profile of the Customer will be developed during the application's implementation and will continue to be maintained online by Apex Help Desk. The profile includes the following types of information:

- Customer Name
- User's department name
- Customer's i-INFO Administrator(s) name
- User name and login name
- User work location
- User phone number
- User Email address

Additional Hosted Services provided by Apex include the following:

Maintenance of the Standard User Documentation: documentation that supplements the generic help documentation available online in the i-INFO application. An electronic copy of any standard documentation will be provided to the Customer. Electronic copy updates will be issued to reflect major application upgrades and releases. This is to facilitate the maintenance of any Customer customized version of the documentation. The Customer is responsible to maintain the version control of any customized documentation it may choose to create.

Call Tracking, Reporting & Trend Analysis: identifying trends or repetitive issues in call history in order to develop a plan to proactively reduce the volume of incoming calls, address anomalies and improve end user satisfaction with the application and help desk support services. Flexible call reporting and analysis tools are used to provide the following:

- volume and history of calls to determine reasons for significant fluctuations;
- type of calls to determine repeating or duplicate issues globally or within a subset of users that may require improvements/updates to user documentation;
- user volume to compare to other users for potential training issues; and
- call closure rates by type of issues logged.

By being proactive in the analysis of calls and developing action plans, Apex provides advance notice of problems end users may expect and what they could do to avoid/resolve them.

3.5.1.3 Level I Help Desk

Apex Level I Help Desk support will be available 24 hours a day, 7 days a week for calls from Customer's i-INFO Administrator(s) as indicated in Section(s) 2.1, 2.2.1 and 2.3 as well as Priority Level 1 events as described below.

Level 1 will confirm whether the reported problem will be supported or resolved by Apex, informing caller if issue is out of scope based on responsibilities and authority as defined by this SSLA. Out of scope issues will be referred back to Customer's i-INFO Administrators, Customer i-INFO Manager or general management, and will be noted in history reporting to Customer. Generally, the following process will be observed:

- Dispatch opens a call ticket, assigning a call ticket number for all "in scope" issues. The ticket number will be referenced in all future communications regarding this issue.
- Dispatch Level 1 will determine the priority and severity for the reported problem based on the following table:

Priority Level	Severity	Description
1	Critical	These Events are of the most critical nature and of highest priority. This category is characterized by the following: <ul style="list-style-type: none"> • Issues that keep the Customer from continuing its operations • Have a loss of application performance to a point that issues of security or safety are a threat • No immediate alternative work-around exist Examples include total system failure, critical equipment failures
2	Major	These issues have a negative impact upon major aspects of operations. This category is typically resolved by a temporary work-around that is a reasonable option. However, that work-around may be labor-intensive or cost-prohibitive over a long period of time but could be an acceptable short-term solution. If not resolved, it could impact long-term operations and will result in the escalation to a level 1 Priority.
3	Significant	Narrow functional limitations and situations that do not currently impair the Client's global operations. These issues are characterized by the following: <ul style="list-style-type: none"> • Narrow functional focus • Impaired function is used daily • Issue adversely affects operational performance

Priority Level	Severity	Description
		<ul style="list-style-type: none"> Temporary work-around is available Examples include transaction posting errors or security problems.
4	Standard	Specific functions within the system that does not negatively impact daily operations. These issues are characterized by the following: <ul style="list-style-type: none"> Infrequent occurrence Intermittent function Examples include: errors resulting from specific keystroke sequences, Report errors, and specific data errors/problems.
5	Minor	Errors that do not affect business operations. Examples of these issues include the following: <ul style="list-style-type: none"> Field change Navigational sequences and keystrokes Report format errors/problems.

Once the problem has been entered into Apex Help Desk database, a Level II Specialist will be assigned to the problem and notified. For Priority 1 and 2 problems, Level II support will be immediately paged. For Priority 3, 4 and 5 problems, notification will be through assignment on Apex Help Desk system. Customer's i-INFO Administrators, reporting end user, and Customer i-INFO Manager will have access to review an issue's status by means of Apex's website.

3.5.1.4 Level II Help Desk Support

Apex's Level II Specialist will review the problem and search for possible solutions. Priority levels will be used to prioritize responses to issues, with Priority 1 problems being worked first.

If additional information is required to investigate an issue, the Customer's end user that called in the problem will be contacted for more information.

For Priority 1, the following will occur:

- Apex will make its best effort to resolve these issues immediately;
- Technical support staff will work continuously, 24 hours a day, until the issue is resolved;
- Apex Service Manager is notified of issue within 15 minutes of confirming issue;
- Follow-up calls made every 2 hours by Apex Service Manager to the Customer i-INFO Manager until issue is resolved.

For Priority 2, the following will occur:

- Apex will make its best effort to resolve these issues within 1 Normal Business Day.
- If unresolved, issue will be escalated to Apex Service Manager within 1 day
- Apex Service Manager will update Customer i-INFO Manager on status once per day until resolution

For all other Priority levels, Apex will use its best efforts to respond as soon as reasonably possible.

Apex problem resolution process provided to the Customer's end user may require testing to be completed by various Customer users. As appropriate, testing will be coordinated between Apex and Customer's relevant i-INFO Administrator or Customer i-INFO Manager.

Call tickets will be closed only when the solution has been completed, implemented and documented, with information communicated to Customer's relevant end user or i-INFO Administrator and, when required, the Customer i-INFO Manager.

Problems requiring application changes considered "in-scope" will be documented and a change control process will be invoked, following established procedures for authorization, testing and implementation. The end user will be notified of the status and targeted resolution date.

Problems or incidents considered "out-of-scope" by Apex's Level II Specialist will be immediately closed with appropriate reasons noted. The initiating end user will be notified of the status and reason for closing the ticket.

3.5.1.5 Level III Resolution Escalation

Problems reported may require referral to third party i-INFO vendors for resolution (eg. Oracle or Microsoft). Apex Help Desk will continue to monitor referred issues for status and expected resolution updates. Apex's application consultant (Level II) will work closely with the third party vendor, ensuring the resolution is well understood.

3.5.2 Application Availability, Maintenance and Upgrades

Keeping i-INFO technologically current requires regular system and application maintenance and upgrades – that is, regularly applying software releases, cumulative updates, service packs and fixes developed by Apex as well as by operating system, third party application and database maintenance and upgrades.

Apex will perform all maintenance and upgrades in accordance with its maintenance policies and procedures as part of the Hosted Services. The scope of the maintenance and upgrade services, as well as the resulting impact on system availability, is described in the following sections.

3.5.2.1 Application Availability

"Normal Business Hours Availability" is defined as the percentage of time that the host computer system and Apex programs will be available for online access, relative to the total cumulative time of Normal Business Hours on Normal Business Days. Normal Business Hours Availability operates at 99.86% or higher, while Non-business Hours Availability operates at 99.5% or higher, as observed at the demarcation between the equipment under the control of Apex and the equipment of the commercial telecommunication company providing connectivity services. Scheduled downtime will not be included in the above availability performance calculations.

3.5.2.2 Maintaining the i-INFO Application

Staying current with i-INFO releases provides the Customer access to a consistent and stable application. This involves applying fixes, service packs, cumulative updates, and upgrades issued by third party software vendors such as Microsoft or Oracle. This effort is planned and executed through the following activities:

- Corrective Maintenance
- Preventive Maintenance
- Upgrades/Releases

Apex has access to in-depth technical capability in the areas of the i-INFO application, Oracle, operating system software and other support tools. Expert help from other third party vendors will be called if required to resolve critical or serious issues. Apex will also manage issues with the software vendor and/or other third party to ensure the appropriate level of support is provided.

To accomplish maintenance of the system, Apex may require and schedule system downtime as follows:

- a. **Maintenance Weekends:** When necessary, Apex will schedule system downtime on Saturday and/or Sunday for no more than 2 hours, after 1 p.m. and before 5 a.m. CT.
- b. **Scheduled On-line Downtime:** Apex will notify and request mutual agreement from the Customer i-INFO Manager should scheduled downtime be required during other non-business hours.

3.5.2.3 Corrective Maintenance

Corrective maintenance services relate to the correction of reported faults that impair the availability or use of the i-INFO application by the Customer. The identification of these problems may originate from the Customer's end users via their reports to the Help Desk, fixes issued by third party software vendors or findings by Apex. Corrective maintenance activities are prioritized according to its classification of criticality (i.e., Priority 1, Priority 2, Priority 3, Priority 4 and Priority 5).

Based on the severity level and considering the potential disruption of Hosted Services, the corrective fix will be migrated as soon as it has been reviewed and tested in an independent test environment. Preventive measures such as the backup of the production system software and files will also be performed. In the unlikely event the maintenance fix does not perform correctly in production, the correction may be "backed-out" and the system restored to what it was before the fix was applied until such time as additional fixes are rendered and applied.

3.5.2.4 Preventive Maintenance

Preventive maintenance services relate to the improvement of i-INFO maintainability by removing problems before they affect the Customer's end users. Preventive maintenance includes the following activities:

- review and analysis of third party software vendor's issued application corrections;
- identification of those corrections required to keep the i-INFO application stable and working properly plus those to keep i-INFO current according to third party software vendor's support policies;
- identification of performance tuning adjustments; and
- development of an implementation plan for the above.

Third party software vendors, to address problems experienced by their Customers, issue corrections; however, these may or may not be relevant to the i-INFO application. Those that do not have a critical or urgent impact on i-INFO operations will be planned as preventive maintenance activities.

3.6 Application Performance Monitoring

Consistency and stability for Apex's i-INFO application is achieved through application support activities such as performance monitoring and tuning, security administration, and database support. The scope of these services is described in the following sections.

3.6.1 Monitoring Application and Database Performance

Apex will perform on-going monitoring and performance tuning at the application and database levels.

To respond to and/or confirm performance related problems reported to the Apex Help Desk, active monitoring performed on the database provides Apex staff with readily available information such as

server utilization and the server load factor. Established thresholds will be used to determine when there may be a potential performance problem that requires further investigation. Detection tools will be used to determine the nature of performance issues.

3.6.2 Database Administration

In addition to database performance monitoring and tuning, the following database services are performed by Apex:

- Migration support for change requests, fixes and upgrades;
- Database problem determination, troubleshooting and problem resolution;
- Database design (i.e. table organization, table sizing and monitoring the growth of tables);
- Database security administration; and
- Capacity planning.

3.6.3 Security Administration

Apex's i-INFO Administration staff will provide certain types of application security maintenance for the Customer. This includes responding to security requests from the Customer to:

- establish a new Customer administrator;
- make access changes to existing Customer administrator; and
- remove a Customer administrator that is no longer required.

3.7 Business Continuity Planning

Apex performs on-going Business Continuity Services safeguarding the Customer from interrupted service or data loss. This includes, but is not limited to, the following:

- performance management (i.e., activities to gather, store and analyze statistics on the factors influencing network and system performance);
- performance tuning (i.e., disciplines to find/fix identified or potential performance problems);
- performance capacity planning (i.e., services to establish and maintain performance baselines in order to project performance capacity requirements for the environment).
- Disaster Recovery Planning (i.e., the defining and maintaining of a Disaster Recovery Plan for the ASP host sites)

3.8 Backup

Data safekeeping shall be maintained with a multi-level backup and recovery solution, which will minimize or eliminate loss of data. While Apex utilizes "hot swappable" RAID-5 data storage technology to eliminate data loss and downtime from potential disk drive failure, Apex will also perform routine incremental system backups to provide the ability to quickly restore the system to operational status in the event of a disaster. Incremental backups will include nightly, weekly, and monthly backups. Apex will ensure that multi-site, secured, fireproof redundant media will be retrievable within 2 hours for use in the event of a disaster.

3.9 Disaster Recovery

Apex will maintain a mirrored site, for disaster recovery purposes, at a site of its choosing, separate from the primary ASP site. A disaster shall be deemed as any event that causes the primary ASP site to be unusable by the Customer's organization for more than a four-hour period.

Apex maintains a Disaster Recovery Plan (the "DRP") applicable to the ASP and the Hosted Services. Such DRP shall be available for review and discussion by Customer with Apex's Technical Services management at Apex's main offices upon five (5) business days notice. Customer shall have the right to notify Apex after such review of such other items, as Customer shall reasonably determine to be appropriate for inclusion in such DRP. Apex will revise the DRP over time as appropriate to reflect any Customer change requests, changes to the ASP environment, Operational Services or related requirements. Apex's disaster recovery planning excludes any hardware, software, communications or any other failure that is specifically under the Customer's or third-party network vendor control.

4 Security

4.1 Layered Security Model

Apex will maintain multiple layers of security procedures and services designed to safe-keep and protect the Customer's data from unauthorized intrusions. The layered security includes the following:

- Security Policies;
- Physical Site Controls;
- System Access Controls;
- Regular Security Testing;
- Real Time Intrusion Detection and Response; and
- Security Event Response.

Further details are described in the following subsections.

4.1.1 Security Policies

Apex's policies and procedures for security services represent industry best practices that are extended to Customers using i-INFO.

4.1.2 Physical Site Controls

Physical access to Apex's ASP Site, where hosted computing services for the i-INFO application physically reside in a tightly controlled "hardened" facility, will be restricted solely to authorized personnel of Apex. Customer representatives may schedule escorted visits to Apex's ASP Site upon request from the Customer i-INFO Manager to Apex's Service Manager.

4.1.3 System Access Controls

All infrastructures at Apex's ASP Site, such as routers, bridges and switches, together with all servers, firewalls are monitored and controlled by or under the responsibility of Apex.

Apex uses firewalls devices with multi-layer defenses at the Network and hardware level installed for maximum security, allowing Apex to:

- Detect Network attacks and misuse in real time and respond automatically to defeat the attack;
- Provide high availability to Network resources and applications; and

- Deliver detailed logging and accounting information on all communication attempts, whether server accesses were successful or unsuccessful.

Access controls provided include the following:

- *Source Address Filtering*: limits IP address spoofing.
- *Firewalls*: provides the Customer the additional flexibility to limit the types of network traffic that can access their i-INFO application. All Internet Protocol (“IP”) traffic to or from the Internet must pass through this firewall. Access from and to the Customer intranet will occur through an SSL Connection or Virtual Private Network (VPN) connection. All firewalls are configured for maximum security, and any configurations that jeopardize security are removed.
- *Password Rules*: limit the use of trivial passwords on i-INFO application. The integrity of the servers is maintained by restricting server configuration and administration rights to Apex’s management team.
- *Virus Protection*: software will be installed on all Servers, and will be updated with new anti-virus definitions on a regular basis.
- *Privacy*: ensures effective controls with reasonable efforts to protect private Customer information from access by unauthorized users. Private Customer information is protected during transmission by using Secure Sockets Layer (SSL) encryption or VPN technology when accessing i-INFO through the Intranet. Data that is being sent back and forth from i-INFO as part of an integration between one or several of the Customer’s systems is protected via SSL or VPN technology, which provides for a secure tunnel between the Customer’s integration servers and the i-INFO servers. Certificates will be used on both ends to authenticate each point of transmission to the other.

Access to data is limited to authorized users only. Apex employs numerous technologies and services at its data centers to prevent and defend against unauthorized accesses by Internet “hackers”—this includes denial of service attacks. These technologies and services do not guarantee impenetrability of the i-INFO application, but make it significantly unlikely within the system areas controlled by Apex. In the event of a confirmed breach of system security, Apex will proactively inform the affected Customers and assist with legal proceedings against the violating parties. The Customer has capability to create and disable authorized users, therefore Apex cannot be responsible for malicious use of the system by a user who gains access via a user logon provided by a Customer i-INFO Administrator.

4.1.4 Regular Security Testing

Apex will monitor all ASP servers to ensure that the security policies are being implemented according to Apex standards.

Apex will provide an “arms length” team to perform regular tests of all servers. This team, which is separate and distinct from the 7 by 24 monitoring staff, verifies that existing policies provide protection from unwanted intrusion and are being actively enforced. The “arms length” team will provide:

- periodic scans on all hosted servers;
- ethical hacking services on a periodic basis;
- security attack attempts, on a rotating basis of hosted servers;
- security attack attempts to compromise new service offerings and selected custom solutions; and
- reports to appropriate Apex representatives of any security findings.

4.1.5 Real Time Intrusion Detection and Response

Apex will use software, practices and procedures to detect security events.

The software will be used to feed security alerts to a monitor server for use by a dedicated team of security personnel. The software functions include, but are not limited to the following:

- receiving, recording and routing alerts from the access control monitors;
- looking for known hacker footprints and intrusion patterns; and
- maintaining a table of hacker patterns.

4.1.6 Security Event Response

Apex will maintain skilled professionals that are available to respond to security events. These resources are deployed according to the type of information at risk, with immediate response required with respect to breaches involving sensitive information or personally identifiable information and health records.

5 Performance Tracking and Reporting

Apex generates a set of standard reports to monitor performance of the previous month's Hosted Services, which at a minimum provides Call Resolution Reporting and Fundamental Performance measures. These standard reports will be made available to the Customer i-INFO Manager, upon request, as published to a secure Apex web site. Apex Help Desk reports will include statistics for problem calls initiated by customers and Apex staff.

5.1 Service Level Objectives

Call Back Acknowledgement: The following table outlines the timeframe the end user can expect to be contacted with the first status update on the problem reported. Apex Help Desk Level II support specialist performing the problem determination and analysis will place the call, ensuring the problem is well understood and, if required, request additional details.

Incident Priority	Apex Initial Target Call Back Time by Level II Help Desk Specialist (100% of Calls)
Level 1	Within 30 minutes
Level 2	Within 1 Normal Business Hour
Level 3	Within 8 Normal Business Hours
Level 4	Within 12 Normal Business Hours
Level 5	Within 2 Normal Business Days

Note: Initial target call back time, measured during Normal Business Hours, begins when the problem is first reported to the Apex Level I Help Desk by the Customer's user (the end of the call) and ends when the Apex Help Desk Level II application consultant calls the Customer's user back.

Call Resolution Reporting: The following represents the “target” resolution reporting times for reported problems, based on the incident severity of the call.

Incident Priority	Target Resolution Reporting Time* (90% of Calls)
Level 1	Within 2 Normal Business Hours
Level 2	Within 4 Normal Business Hours
Level 3	Within 2 Normal Business Days
Level 4	Within 5 Normal Business Days
Level 5	Within 10 Normal Business Days

* “Target” resolution reporting time, presented in Normal Business Hours or Normal Business Days, represents the time for isolating the problem and communicating the solution back to the user. It does not mean the problem is fixed and corrected in production ASP environment for Customer’s use (i.e., the fix may have to be implemented overnight).

Note: “Target Resolution Reporting Time” can be exceeded without negatively affecting performance measures if an application fix or non-published information is required from Oracle, Microsoft or any other i-INFO third party vendor.

Fundamental Performance Reporting: The following table shows additional service measures that will be reported along with their performance targets.

Measurement & Reporting	Performance Definition	Target	
Hosted Services Availability Percent	The percent of time that the application is accessible by the user, not including scheduled time for system enhancements and changes.	Normal Business Hours	99.86% or higher (per month)
		Non-business Hours	99.5% or higher
User Response Time	The time taken for the application to complete a user request and return a response, using the recommended hardware cpu and network connection speeds as listed in Schedule 1. Response times exclude queries that build i-INFO reports.	Simple “screen” call	5 sec avg., 0.8 std deviation
		Complex “screen” call	10 sec avg., 1.5 std deviation
Problem Resolved	The time required for a user to receive a workaround or solution after reporting a problem to the Help Desk.	Level 1	4 Normal Business Hours
		Level 2	2 Normal Business Days
		Level 3	7 Normal Business Days
		Level 4	10 Normal Business Days
		Level 5	Next scheduled software update

5.2 Remedies

If Apex fails to meet the Service Level Objectives described above, Apex will immediately take corrective action to remedy the problem or problems causing a missed objective. If an objective is missed by more than 15% in a given month or is missed by more than 10% for two successive months, Apex will escalate the problem to an ad hoc Apex i-INFO Resolution Team. The Customer i-INFO Manager will be invited to participate with the team in service problem definition.

Because Apex has redundant parallel systems, most likely points of failure for end-users are related to a customer's client desktop hardware/software, local or wide-area networks or a customer's ISP vendor, none of which are Apex's responsibility. However, should the Hosted Service Availability Percentage not meet a Service Level Objective in a given month due to failure of Apex's Hosted Services, Customer will be credited the Hosted Services charge for that month as calculated in the table below, with the maximum credit being 100% of the Hosted Services charge for the affected month:

Hosted Services Availability (monthly)	Credit for the Affected Month
98 to 99.8% (Normal Business Hours)	10%
98 to 99.4% (total of all hours)	10%
95 to 97.9% (total of all hours)	25%
90 to 94.9% (total of all hours)	50%
89.9% or less (total of all hours)	100%

6 Representations and Warranties

6.1 Service Performance

Apex warrants that it (i) will perform the Hosted Services, and all other services provided by Apex hereunder, in a timely, competent, professional, and workmanlike manner using qualified employees, (ii) will maintain a sufficient number of competent, professional and qualified employees to provide the services specified herein in a timely manner, and (iii) is the lawful owner or licensee of any software programs or other materials used in the performance of the Hosted Services called for in this Agreement. Without limiting the generality of the previous sentence, all Hosted Services shall conform to or exceed standards generally observed in the industry for similar services and shall be in compliance with all applicable laws, rules, and regulations. Apex's performance of Hosted Services for Customer will not, and does not, conflict with or violate any obligation or duty Apex has to any third party.

6.2 Configuration

Apex warrants that (i) the Hosted Services, the ASP, the Apex Technology, and any Apex modifications, enhancements, updates, or improvements thereto, shall be fully compatible with each other and when browsed with the latest version of Microsoft Explorer or one older, and (ii) the specifications, configuration, and amount of equipment deployed by Apex at the ASP will be sufficient to operate the Hosted Services, provided however, Apex cannot guarantee that the delivery and maintenance of its Hosted Services will not be delayed if at any time there is a spiked increase in the Customer's number of end-users above the licensed amount as stated in the attached End-User License Agreement. It is Customer's responsibility to disclose to Apex major changes in anticipated peak user loading a minimum of ninety (90) days in advance of such usage.

6.3 Non-infringement

Apex has not misappropriated or improperly copied from a third party, and will not misappropriate or improperly copy from a third party, any intellectual property used under this Agreement, or any portion thereof; Apex has not infringed or otherwise violated, and neither performance hereunder nor Customer's exercise of its rights hereunder will infringe or otherwise violate, any statutory or other rights of any third party in or to any Intellectual Property Rights therein. Furthermore, Apex has full title to, or the right to provide, all components of the Apex Technology, the ASP, and any software provided in connection with the SSLA.

6.4 Compliance with Laws

Apex, to the best of its knowledge, is in compliance with and shall at all times comply with all applicable data protection, privacy, and security laws and regulations, including but not limited to, the 1998 European Union Directive on Data Privacy, as amended, 42 U.S.C. 1171 *et seq.* enacted by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Children's Online Privacy Protection Act, other United States federal or state laws and regulations, and the laws or regulations of other countries, states, federations, or unions in which the Hosted Services are provided hereunder. Apex further represents and warrants that during the term of this Agreement it shall make, free of charge, all corrections, adjustments, or modifications, whether by repair, replacement, which may be necessary to maintain compliance with any changes to such laws, rules, regulations, requirements and standards.

6.5 No Other Warranty

Except for the express warranties set forth in this section 6, the Hosted Services are provided on an "as is" basis, and Customer's use of the services is at its own risk. Apex does not make, and hereby disclaims, any and all other express and/or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement and title, and any warranties arising from a course of dealing, usage, or trade practice. Apex does not warrant that its Hosted Services will be uninterrupted, error-free, or that the security cannot be breached.

6.6 Disclaimer of Actions Caused by Third Parties

The performance of Apex's Hosted Services depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inaction of such third parties can impair or disrupt Customer's connections to the Internet (or portions thereof). Although Apex will use best efforts to take all actions it deems appropriate to remedy and avoid such events, Apex cannot guarantee that such events will not occur. Accordingly, Apex disclaims any and all liability resulting from or related to such third-party events.

6.7 Warranty of the Customer

The Customer represents and warrants that the performance of its obligations and use of the Hosted Services (by the Customer, its Customers and users) will not violate any applicable laws, regulations, judicial actions, or cause a breach of any agreements with any third parties or unreasonably interfere with other Customers' use of Apex's Hosted Services. Customer disclaims all other warranties.

7 Payments

In consideration of the license granted to Customer for the Licensed Software, pursuant to a separate End-User Software License Agreement, Customer shall pay to Apex the agreed Hosted Services fees, as listed on Schedule 3 – Hosted Services Fees, with the following terms.

7.1 Payment Due Date

The first payment for the ASP Services for the initial contract term will be due with execution of this Agreement, with subsequent Payment Due Dates for the renewal of ASP Services being the first day of each renewed Extension Term thereafter, typically annually.

The first payment for any Maintenance Services provided shall be on the Maintenance Services Effective Date, with subsequent Payment Due Dates for the renewal of Maintenance Services being the first day of each renewed Extension Term thereafter, typically annually.

7.2 Payment Terms

Apex shall invoice Customer, in advance, for subsequent use of Hosted Services. All undisputed portions of correct and complete invoices are due for payment by Customer within ten (10) days after receipt of an invoice, with a two (2) percent discount offered for payments made within the ten (10) day period. That portion of any invoice that utilizes State or Federal funds will be payable after Customer receives such funds. Licensee shall make reasonable effort to process invoiced payments to Apex within ten (10) days of access to funds. Payment shall be submitted to Apex via either pre-arranged wire transfer, PayPal® or mailed via USPS to the following location: (Any additional costs incurred for payment method will be the responsibility of the Licensee.)

Apex Innovations, Inc.
Attn: Accounting Department
19951 West 162nd Street
Olathe KS 66062-2787
Phone: 913.254.0250 x116
Email: adminsrvcs@apex-innovations.com

For any invoice thirty (30) days or more past the due, Licensee will provide Apex a report each month to include at a minimum the following items: (i) the current status of such invoice payment; (ii) date payment is expected to be made; and (iii) Licensee's plan to remedy delays and move such payment into paid status. Such report shall be submitted via Email with delivery confirmation to the address shown in Section 7.2 and copied to each person listed in Section 9.7 of this Agreement.

7.2.1 Billing Calculation

The number of Licensed Software End-User Licenses, as agreed or last amended in Customer's related End-User License Agreement, Schedule A, will be used to calculate billings for the Hosted Services associated with the End-User Licenses. Approximately thirty (30) days prior to each billing anniversary date, Customer will be advised of the current user-login count and provided a new End-User License Agreement Schedule A, if necessary, to document the agreed number of End-User Licenses and Hosted Services purchased by Customer. Any additional Hosting Services purchased between anniversary dates under this SSLA will be prorated to the next annual anniversary date of this SSLA.

7.2.2 Taxes

Any license fees and any other charges due and owing to Apex under this Agreement do not include local or state sales, use, excise, personal property or other similar taxes, all of which shall be the sole responsibility of the Customer. Apex shall collect from Customer only such local or state sales taxes, use, excise or other similar taxes and disburse to the relevant tax authority as required by law.

8 Termination

If through any cause, except for non-payment described in paragraph 8.2 below, either party shall fail to fulfill its obligations under this Agreement or if either party shall violate any of the provisions of the Agreement, the other party may make claim for cure of such failure to the other party by the following:

- a. The claimant party shall notify the other party of the claimed breach with a written notification to the Notice address specified in this SSLA via registered U.S. postal service mail or other certified carrier.
- b. Should the Notice not result in a satisfactory action and cure by the notified party within thirty (30) days after receipt, then the claimant party may submit the claim to the dispute resolution process allowed by Texas State Code.
- c. If the defending party refuses to abide by a ruling in favor of claimant, making the required cure, then a breach shall be deemed to have occurred by the defaulting party and the claimant party with ten (10) days notice may terminate this SSLA.

8.1 Effect of Termination

Upon the effective date of termination of this Agreement:

- a. Apex will immediately cease providing the Service(s) to Customer;
- b. Any and all payment obligations of the Customer under this Agreement for Service(s) provided through the date of termination will immediately become due; and
- c. Within thirty (30) days of such termination, each party will return all Confidential Information of the other party in its possession and will not make or retain any copies of such Confidential Information, except as required to comply with any applicable legal or accounting record keeping requirement.
- d. Apex shall cooperate in a timely manner with Customer in providing whatever assistance Customer reasonably requests for transition of Customer's data. Any such request will be serviced for up to one (1) year from the effective date of termination. After the earlier of such time where (i) Customer data is extracted and provided to Customer, or (ii) one (1) year from the effective date of termination, Apex will no longer be responsible for the safekeeping nor providing of Customer data to Customer.

At the Customer's written request, Apex will perform data extracts in machine readable form to CD-ROM or other standard media, in a standard SQL Script format or other mutually agreed format, of any or all Customer data to which it has right and title under this Agreement. Customer shall pay Apex, on a time and expense basis at Apex's then current reasonable rates for, but not limited to, assistance in converting data. If Apex has been found at fault of breach of this SSLA or otherwise caused early termination of this SSLA, Customer shall have the right to receive the data it owns at no additional charge to Customer, provided said request for data is made within sixty (60) days of termination notice with cause of contract breach.

- e. Termination shall not constitute a party's exclusive remedy for default, and neither party shall be deemed to have waived any of its rights accruing hereunder prior to such default;

8.2 Non-Payment

Customer's failure to make payment for Hosted Services including Maintenance, License(s), taxes, duties, late payment charges or other amounts due on invoices made hereunder, within ten (10) days after notice of non-payment is given to Customer, which shall not be less than sixty (60) days past when such payments are due, shall be a material breach of this Agreement. If Customer does not make remedy of said non-payment breach within thirty (30) days of issuance of notice of non-payment, Apex will have the right to immediately suspend any and/or all services to Customer.

Apex choosing to not take advantage of its right to issue a notice of non-payment or suspend Customer services for non-payment in any individual instance shall not in any way alter its right to pursue remedy under this section in any other instance. Further, should Customer remain in default of payment, in addition to any other remedies available at law or in equity, at Apex's sole option, this SSLA and all licenses granted to Customer by Apex shall terminate upon the date thereafter specified in a notice of termination from Apex to Customer. Reinstatement of such Licenses shall be at a rate equal to all outstanding and/or missed Hosted Services, including Maintenance, payments, but shall not exceed the then-current i-INFO Licensed Software GSA pricing for such quantity of License(s). Once cured, Apex will promptly restore the Hosted Service(s) and/or License(s) to Customer.

8.3 Early Termination

The Hosted Services and End-User Term Licenses under this SSLA are provided at substantial cost to Apex for computing capacity and support personnel. Early termination of this Agreement by Customer may cause undue harm to Apex. Therefore, early termination within a given term of this Agreement, whether it is the initial term or a renewal term, is not allowed by either party under this Agreement, except as explicitly provided herein.

8.4 Bankruptcy

If either party files a petition under any chapter of the Bankruptcy Code, as amended, or for the appointment of a receiver, or if an involuntary petition in bankruptcy is filed against such party and said petition is not discharged within thirty (30) days, or if either party is legally declared insolvent or makes a general assignment for the benefit of its creditors, or if the business or property of either party shall come into the possession of its creditors or of a governmental agency or of a receiver, or if any proceedings supplementary to judgment shall be commenced against either party, or if any judgment against either party, not fully bonded, shall remain unpaid in whole or in part for at least five (5) days after entry thereof, then, in any case, the other party may at its option terminate this Agreement.

8.5 Loss of Funding

Should Customer lose their funding between the point of contract signing and initial payment of services, Customer may terminate this agreement with 30 days written notice to Apex. Apex will be due all work requested and performed whether invoiced or not, including efforts within that 30 day period to coordinate and closeout project activities.

9 Miscellaneous

9.1 Confidential Information

- a. *Nondisclosure of Confidential Information.* Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, plans, Customers, technology, and products, and other information held in confidence by the other party ("*Confidential Information*"). Confidential Information will include all information in tangible or intangible form (i) that is marked or designated as confidential and proprietary, (ii) that, under the circumstances of its disclosure, should be considered confidential, insofar as permissible under the applicable laws, or (iii) that should be known or understood to be confidential by an individual exercising reasonable judgment. All such Confidential Information shall remain solely the property of the disclosing party. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information, at least as stringent as it takes to protect its own Confidential Information. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable diligence and care.

- b. *Return of Information.* Upon termination or expiration of this Agreement for any reason, the receiving party shall return to the disclosing party any Confidential Information belonging to the disclosing party which is in the receiving party's possession, except that Apex shall be entitled to retain a duplicate set of Deliverable Products created in connection with this Agreement.
- c. *Exceptions.* Information will not be deemed Confidential Information hereunder if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently developed by the receiving party. The receiving party may disclose Confidential Information pursuant to the requirements of a governmental agency or by operation of law, provided that it gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure.
- d. *Survival.* This Section shall survive termination or expiration of this Agreement for any reason.

9.2 Intellectual Property

- a. *Ownership.* Except for the rights expressly granted herein, this Agreement does not transfer from Apex to the Customer any of Apex Technology, and all rights, title and interest in and to Apex Technology will remain solely with Apex. Except for the rights expressly granted herein, this Agreement does not transfer from the Customer to Apex any of the Customer Technology or data, and all right, title and interest in and to the Customer Technology or data will remain solely with the Customer. Apex and the Customer each agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from the other party.
- b. *General Skills and Knowledge.* Notwithstanding anything to the contrary in this Agreement, Apex will not be prohibited or enjoined at any time by the Customer from utilizing any skills or knowledge of a general nature acquired during the course of providing the Hosted Services, including, without limitation, information publicly known or available or that could reasonably be acquired in similar work performed for another Customer of Apex.

9.3 License Grants

- a. *The Customer Technology.* The Customer agrees that if, in the course of performing the Service(s), it is necessary for Apex to access the Customer Equipment and use the Customer Technology, Apex is hereby granted and shall have a nonexclusive, royalty-free license, during the term of this Agreement, to use the Customer Technology solely for the purposes of delivering the Service(s) to the Customer. Apex shall have no right to use the Customer Technology for any purpose other than providing the Service(s).
- b. *Apex Technology.* To the extent that the Customer or its employees or contractors participate in the creation or development of Apex Technology, the Customer, on behalf of itself and its employees and contractors, hereby assigns to Apex all right, title and interest, including all intellectual property rights in, Apex Technology. The Customer acknowledges that the i-INFO application software provided to the Customer under the terms of this Agreement is a shared and collaborative system among Apex-hosted i-INFO Customers, wherein certain i-INFO master common libraries of software and data are potentially used and shared by many subscribing i-INFO Customers. In certain instances, the Customer may have access and occasion to participate in the creation or development of shared i-INFO master common data, thereby expanding the sharing of information and collaborating with other system Customers. Any data entered into i-INFO master common data shall become part of Apex Technology.

9.4 Indemnification

Both parties shall indemnify, defend, and hold harmless the other party from and against any and all third party claims or actions arising from: (i) the negligence or willful misconduct of said party, or any of said party's employees, personnel, agents or vendors; (ii) said party's breach of the warranties in Section 6; (iii) said party's breach of the confidentiality obligations in Section 9.1; (iv) a claim for wages or benefits by said party or its employees, personnel, agents or vendors; and (v) bodily injury, death or damage to tangible property sustained as a result of the Hosted Services. Said party shall pay all damages, liabilities, losses, costs, expenses, including reasonable attorney's fees, incurred by or asserted against the other party in any such claims or actions.

Apex shall indemnify, defend and hold harmless Customer and its affiliates and their respective officers, directors, agents, lawyers and representatives (collectively the "Indemnified Parties") from and against any and all damages, losses, liabilities, judgments, awards, costs, and expenses of any nature whatsoever, including reasonable attorney's fees and court costs, incurred by any Indemnified Party arising out of or relating to claims, actions, or proceedings brought by any third party alleging infringement (i) by any software or other proprietary process or item developed by or provided to Customer by Apex, or (ii) of any Intellectual Property Rights of any third party

9.5 Assignment

Neither party shall assign, transfer, or subcontract this Agreement or delegate any of the party's duties hereunder without the other party's express, prior written consent, unless as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Any assignment in contravention of this provision shall be null and void. This Agreement shall be binding on all permitted assignees and successors in interest.

9.6 Publicity

Neither party shall use the other party's name or mark in any advertising, written sales promotion, press releases and other publicity matters relating to this Agreement without the other party's written consent. Under no circumstance will Customer information be given, sold or distributed to third-parties, except as stated herein. Notwithstanding the above, Apex may publicly refer to the Customer, orally and written on its web-sites, as a Customer of Apex, with Customer's approval.

9.7 Notices

All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given: (i) upon personal delivery, receipt confirmed; (ii) if sent by fax, receipt confirmed; (iii) if sent by certified or registered mail, postage prepaid, three (3) days following the date of mailing; or (iv) if sent by e-mail, with a notice delivery and read receipt.

If to Customer:

Legal requests or notices related to changes in this Agreement shall be considered sufficiently given if 1) mailed certified or registered mail, postage prepaid; 2) delivered in person, receipt confirmed; 3) transmitted via facsimile, delivery confirmed; or 4) by electronic mail, delivery confirmed to:

Nicky Kelly
Office of Emergency Management
Montgomery County Texas
550 Club Street, Suite 300
Montgomery TX 77316
Phone: 936.582.3100
Email: nkelly@co.montgomery.tx.us

Point of Contact (POC) and project related correspondence shall be considered sufficiently given if mailed postage prepaid, delivered in person, or transmitted by facsimile machine or electronic mail to:

Summer Scheel
Office of Emergency Management
Montgomery County Texas
550 Club Street, Suite 300
Montgomery TX 77316
Phone: 936.582.3100
Email: sscheel@co.montgomery.tx.us

Invoices shall be considered sufficiently given if mailed postage prepaid, delivered in person, or transmitted by facsimile machine or electronic mail to:

Nicky Kelly
Office of Emergency Management
Montgomery County Texas
550 Club Street, Suite 300
Montgomery TX 77316
Phone: 936.582.3100
Email: sscheel@co.montgomery.tx.us

If to Apex:

Legal requests or notices related to changes in this Agreement shall be considered sufficiently given if 1) mailed certified or registered mail, postage prepaid; 2) delivered in person, receipt confirmed; 3) transmitted via facsimile, delivery confirmed; or 4) by electronic mail, delivery confirmed to:

Joe G. Abrams, President / CEO
Apex Innovations, Inc.
19951 West 162nd Street
Olathe KS 66062-2787
Phone: 913.254.0250 x102
Fax: 913.254.0320
E-mail: joe.abrams@apex-innovations.com

Point of Contact (POC) and project related correspondence shall be considered sufficiently given if mailed postage prepaid, delivered in person, or transmitted by facsimile machine or electronic mail to:

Joe G. Abrams, President / CEO
Apex Innovations, Inc.
19951 West 162nd Street
Olathe KS 66062-2787
Phone: 913.254.0250 x102
Fax: 913.254.0320
E-mail: joe.abrams@apex-innovations.com

Such addresses or contact information, including for Customer Administrator(s), may be changed by legal notice given by one party to the other pursuant to this paragraph or by other form of notice agreed to by the parties.

9.8 Governing Laws

All questions concerning the validity, operation, interpretation, and construction of this Agreement will be governed by and determined in accordance with the laws of the State of Kansas. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

9.9 No Waiver

Neither party shall 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 shall not be construed or constitute a continuing waiver of such breach or of other breaches of the same or other provisions of this Agreement.

9.10 Force Majeure

Neither party shall be in default if failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's control, including acts of God, civil commotion, strikes, labor disputes, and governmental demands or requirements.

9.11 Debarment and Suspension

Customer, as a non-federal entity utilizing federal funds, is prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended, debarred or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities, or whose principals are suspended, debarred or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. Covered transactions include procurement contracts for goods or services equal to or in excess of \$100,000 (e.g., sub-awards to sub-recipients). Apex will provide a copy of a signed Debarment and Suspension Certification, Schedule 4, to ensure that these federal rules are followed.

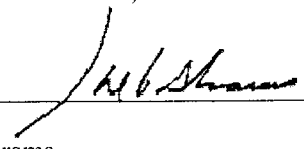
9.12 Full Understanding

The parties hereto acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement is the complete and exclusive statement of agreement and supersedes all proposals (oral or written), understandings, representations, conditions, warranties, covenants, and other communications between the parties relating to its subject matter. Only a subsequent writing that specifically refers to this Agreement and is signed by the parties hereto may amend this Agreement, and no other act, document, usage, or custom shall be deemed to amend this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

For Apex Innovations, Inc.

Date: March 31, 2008

Signed: _____

Joe G. Abrams
President / CEO
Apex Innovations, Inc.
19951 West 162nd Street
Olathe KS 66062-2787
Phone: 913.254.0250 x102
Email: joe.abrams@apex-innovations.com

For Customer

Date: _____, 2008

Signed: _____

Nicky Kelly
Office of Emergency Management
Montgomery County Texas
550 Club Street, Suite 300
Montgomery TX 77316
Phone: 936.582.3100
Email: nkelly@co.montgomery.tx.us

Schedule 1 - System Requirements

Following are the minimum system requirements suggested for your personal computers to reasonably run the i-INFO applications, pursuant to Section 5.1 of this Agreement:

End User Computers

Minimum	Recommended
CPU, 350 MHz, 128 MB RAM	CPU 1.0 GHz, 512 MB RAM or better
MicroSoft Windows 98	MicroSoft XP Pro or later
MS Internet Explorer 6.0	MS Internet Explorer 6.0 or later

Windows Display Settings

Display settings should be:

- Screen Area: 1024 by 768 pixels
- Font Size: Small fonts

Internet Connection

Access to the Internet via DSL, cable modem, satellite modem, T1 or better

Minimum 384KB per second connection speed

Recommend 1500 KB per second connection speed

Note: while the I-INFO applications will operate with slower bandwidth speeds or lesser CPUs, users could find response times objectionable. Other performance inhibitors may include undersized or inadequate implementation of LAN/WAN infrastructure and telecommunications equipment.

Schedule 2 - Contact Information

Pursuant to Section 3.5.1.1 of this Agreement, the Customer i-INFO Manager shall be:

Summer Scheel
Office of Emergency Management
Montgomery County Texas
550 Club Street, Suite 300
Montgomery TX 77316
Phone: 936.582.3100
Email: sscheel@co.montgomery.tx.us

Schedule 3 – Hosted Services Pricing

The following tables define pricing as referenced at least in Sections 1.2(h), 1.3, 2.1, 2.7 and 7 of this Agreement.

Services Description	Services Quantity	Amount Due	Effective Date
ASP Services: Hosting for Named User licensing, without Surge Protection, as determined from Table 3-1 below.	100@\$165	\$16,500/yr	Same as Effective Date of EUSLA
Maintenance Services: Option 1. Pay annual fees equal to 18% of the i-INFO Licensed Software GSA price for the actual End-User Licenses purchased by and/or otherwise contractually licensed to Licensee within each i-INFO network, which is due and payable on the ASP Services Effective Date and each anniversary date thereafter, prorated year one to the ASP Services Effective Date. Option 2. Pay twice the annual fees due in Option 1 on any given due date, and reduce annual fees due thereafter to 10% rather than 18%.	@100 Licenses N/A	\$34,297/yr none	Same as Effective Date of EUSLA Same as Effective Date of EUSLA
End-User Services: a. i-INFO Network setup, database setup, system configuration and initial registry coordination / support b. i-INFO Network and System Administration An annual fee due on the Effective Date and each anniversary thereafter based on number of End-User Licenses. c. Agency End-User Help Desk Support: \$270 per year for each Agency End-User License	1 1 None	\$32,500 \$20,000/yr \$ 0/yr	N/A Same as Effective Date of EUSLA N/A

Apex, at its sole discretion, reserves the right to annually amend the ASP Services and Maintenance Services pricing affecting Schedule 3, commencing with the first anniversary of the ASP Services Effective Date, as listed above. Pricing for services shown above shall not increase more than five percent (5%) in any one year and will be based upon the then-current Licensed Software GSA Price.

Table 3-1: Costs For ASP Services

Named User Block Size	ASP Services Hosting Unit Cost / Named License, w/o Surge (Annual Prepaid)	ASP Services Hosting Extended Cost w/o Surge (Annual Prepaid)
Current	\$165	\$16,500
125	\$165	\$20,625
150	\$152	\$22,800
175	\$152	\$26,600

- (1) Each i-INFO network established by Customer shall be considered independent of each other when applying Affiliate User Block Size discounts for the purchasing of ASP Services.
- (2) Apex reserves the right to annually amend the pricing on this Schedule 3, ASP Services Costs, at its sole discretion, commencing with the second year of the ASP Services. ASP Services unit pricing shall not increase more than five percent (5%) in any one year, without Customer's mutual written agreement.

Schedule 4 – Debarment and Suspension Certification

Apex Innovations, Inc. certifies to the best of its knowledge and belief that it and its principals:

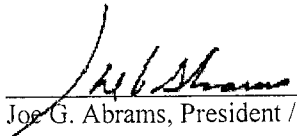
A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three year period preceding the date of this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

D. Have not within a three-year period preceding the date of this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.



Joe G. Abrams, President / CEO

March 31, 2008

Date

EXHIBIT D

Apex Master Services Agreement (“MSA”)

(Document Attached)



Master Services Agreement

Corporate Offices

19951 West 162nd Street
Olathe KS 66062
Tel: 913.254.0250

Rev 2

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MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") is by and between Montgomery County Texas, Office of Emergency Management, having offices at 550 Club Drive, Suite 300, Montgomery TX 77316, hereinafter referred to as "Customer", and Apex Innovations, Inc., hereinafter referred to as "Apex," a Delaware corporation, having offices at 19951 West 162nd Street, Olathe KS 66062-2787, individually referenced as a "Party" and collectively as the "Parties," and shall have the same Effective Date as the Effective Date of the End User Software License Agreement executed by and between the Parties..

RECITALS

WHEREAS, Apex develops and offers specialized software products for sale ("Products") and provides comprehensive consulting services in the areas of systems deployment, information management, process improvement and change management (the "Services") to customers in government and business sectors ("Clients"), and

WHEREAS, Customer has concurrently signed an End-User Software License Agreement (the "EUSLA") and a Software Service Level Agreement (the "SSLA") with Apex and may also desire to engage Apex to perform certain Services defined by this Agreement for Customer, and

NOW THEREFORE, Customer and Apex desire to enter into this Agreement, the terms and conditions of which are herein set forth.

AGREEMENT

In consideration of the foregoing premises and the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Definitions

"Deliverables": All data, materials, work product and deliverables to be developed or delivered by Apex in connection with the Services set forth in an applicable Statement of Work (SOW).

"Intellectual Property Rights" means any and all inventions, works of authorship, information fixed in any tangible medium of expression, moral rights, mask works, trademarks, trade names, trade dress, trade secrets, know-how, and ideas, subject to any form of legal protection anywhere in the world, and all other subject matter that may be protected under any intellectual property law, including without limitation all new or useful art, combinations, discoveries, formulae, manufacturing techniques, technical developments, artwork, software, programming, applets, scripts, and designs.

"Services": The technical support, training and/or consulting services to be performed by Apex, as described in this Agreement and applicable SOW(s).

"Specifications": The specific requirements for Services and Deliverables as described in this Agreement and applicable SOW(s).

"Statement of Work" or "SOW": The mutually agreed plan and delineation of responsibilities, activities, events, Services, and Deliverables to be accomplished under this Agreement. Each SOW shall include clearly defined expectations including a detailed schedule for performance of the Services. Each executed SOW shall be attached hereto as Appendix B and incorporated as B-1, B-2 et seq. No SOW shall be effective until signed by authorized representatives from both Parties.

"Customer Representative": The Customer employee or personnel designated in a properly executed SOW who is responsible for directing, and coordinating the Customer activities and events as well as approving acceptance of Apex Services and Deliverables.

2. Engagement

2.1 Services. Apex shall perform the Services according to the terms and conditions set forth in this Agreement and the applicable SOW. If Apex provides any Services at a Customer facility, Apex shall cause its personnel and any authorized subcontractor providing the Services to comply with Customer rules, regulations and policies as provided to Apex by Customer.

2.2 Personnel. Apex shall provide appropriately experienced and qualified personnel to perform the SOW. Apex agrees to reassign Apex-provided personnel whose performance Customer considers unacceptable. If requested by Customer, Apex will provide prior written notice and receive Customer's approval, for any changes to key Apex personnel providing Services hereunder. If personnel who have been providing the Services are replaced with other personnel, hourly fees for the Services provided by the replacement personnel, if applicable, shall be at the rates for the Services provided by the personnel they replace or at such other rates as the parties may agree; provided, that Customer shall not be obligated to pay for time, if any, necessary for replacement personnel to reach the level of proficiency required to effectively perform their required roles.

2.3 Changes to the Services. The Customer Representative may at any time, on behalf of Customer, request in writing changes to the SOW, including additions, changes, and postponements of any or all of the Services. Such written notice shall be provided to Apex pursuant to Section 19.7 of this Agreement. If Apex believes that a request to perform any particular Services goes beyond the scope of said SOW, Apex must submit written notice to Customer within fifteen (15) business days after receipt of the written request for change from Customer. Such notice will state that Apex believes the requested Services are beyond the scope of the SOW and may also include a request for additional compensation and adjustments to the schedule, detailing the reasons for such additional compensation and schedule adjustment provided that Apex agrees to accept the request. If such changes are agreed upon, in writing, the total authorized expenditure amount shall be adjusted and any applicable schedule changes incorporated if necessary and shall be authorized only through a written amendment to the applicable SOW, signed by both parties.

2.4 Subcontracting. Apex may not subcontract responsibility for completion of any Services without the prior written consent of Customer. If Customer authorizes Apex to subcontract Services, Apex shall remain responsible and liable for a subcontractor's compliance with this Agreement and performance hereunder. Customer may require Apex to remove/replace any subcontractors whose performance is deemed unacceptable to Customer. In no event shall Customer pay more for subcontracted Services than Customer pays for Apex's Services hereunder (i.e., time and materials rates for subcontractors shall be the same or less than time and materials rates for Apex). Notwithstanding, Apex may use contract employees that work solely under the direction of Apex at Apex's sole discretion, and subject to this Agreement, such contract employees shall be the responsibility of Apex as any other Apex employee.

2.5 Reports. For periods where Apex is actively performing Service for Customer, Apex shall submit to Customer invoices and associated progress reports describing the status of Apex's performance of the Services. Apex will include the following items in such documents as deemed appropriate: (i) the Services performed; (ii) hours expended; (iii) total dollars charged; (iv) milestones or deadlines met and/or missed by Customer and Apex; and (iv) if applicable, the recommendation or plan to remedy delays and previously missed milestones or deadlines.

3. Term

The initial term of this Agreement shall begin on the Effective Date and shall continue for two (2) years from the Effective Date, unless earlier terminated pursuant to Section 7. At the end of each term, Agreement will automatically renew for subsequent two (2) year periods until terminated, in writing by either Party. If Services under an applicable SOW extend beyond the then current term, this Agreement shall continue with respect to such SOW until the satisfactory completion of the Services thereunder.

4. Payments

4.1 Fees. Subject to Apex's performance of the Services hereunder, Customer shall compensate Apex on a fixed fee or time and expense basis, as set forth in the applicable SOW. Apex's Standard Hourly Fees are attached as Exhibit 1. Such Fees can be modified annually with sixty (60) days written notification to Customer to be effective for any SOW executed after the end of the 60-day notification period. Apex shall not proceed with or be reimbursed for any Services that (i) have not been authorized in advance by Customer Representative in connection with an applicable SOW, or (ii) exceed any budget or expenditure limit set forth in an applicable SOW.

4.2 Invoices. Apex shall invoice Customer on a monthly basis for Services rendered during the prior period with detail satisfactory to Customer of services rendered. Apex shall submit invoices to the address / Customer Representative set forth in the applicable SOW and all invoices will include a reference to the applicable SOW, a detail of hours charged to the SOW and a brief description of services provided for which the invoice is being submitted. All undisputed portions of correct and complete invoices are due for payment by Customer within thirty (30) days after receipt of an invoice, with a two (2) percent discount offered for payments made within the ten (10) day period. That portion of any invoice that utilizes State or Federal funds will be payable after Customer receives such funds. Customer shall make reasonable effort to process payments within ten (10) days of access to funds for all Services worked and invoiced by Apex. Payment shall be submitted to Apex via either pre-arranged wire transfer, PayPal® or mailed via USPS to the following location: (Any additional costs incurred for payment method will be the responsibility of the Customer)

Apex Innovations, Inc.
Attn: Accounting Department
19951 West 162nd Street
Olathe KS 66062-2787
Phone: 913.254.0250 x116
Email: adminsrvc@apex-innovations.com

4.3 Expenses. Expenses that are pre-approved in writing and are reasonable and necessary shall be reimbursed at actual cost without markup. Unless stipulated within an individual SOW and approved in writing by both parties, Customer will not be charged for travel time. Out-of-town travel expenses for airfare will be at coach rates, although Apex may choose to upgrade at its own expense. Where practical, airfares shall be booked at least seven (7) days in advance. Rental cars will be reimbursed at actual cost and shall not exceed \$65 per day, excluding taxes and insurance. Intra-city ground transportation, if necessary, will be reimbursed at actual cost. Moderately priced business class hotels shall be reserved using Customer designated hotels, as possible, where discounts have been negotiated. Should pre-negotiated rates or pre-set limits apply to rental cars, travel or hotels, Customer is responsible for making reservations that comply with stated limits or providing the necessary documentation and identification for Apex personnel to easily meet the pre-set limits. A daily meal per diem of \$45 is allowed for each person performing Services hereunder when traveling with overnight stays, unless otherwise notified in writing.

4.4 Taxes. Customer is responsible for all applicable taxes, duties or other charges, including sales or use taxes, imposed by any federal, state, or local governmental entity on Services furnished by Apex

under this Agreement, except for taxes based on Apex's net income, gross revenue or employment obligations. Customer will provide Apex any signed documentation verifying the exemption of any sales or use tax at signing of Agreement. Notwithstanding that customer may file said documents with Apex, if for any reason, applicable law or regulation Apex becomes obligated to collect and remit any taxes relating to the Services performed by Apex, then Apex will invoice Customer for same. Apex will indemnify, defend and hold harmless Customer from and against any interest, penalties or other charges resulting from the non-payment or late payment of taxes or other charges for which Apex failed to invoice Customer or which Apex otherwise failed to pay in a timely manner. However, it is Customer's responsibility to advise Apex on Exhibit 2 of this Agreement of known tax requirements to be collected by Apex from Customer in the Designated Service locales.

4.5 Books and Records. During the term of this Agreement, Apex shall maintain complete and accurate books and records of the fees and expenses, including original documentation supporting all expenses, charged to Customer in connection with Services and Deliverables. Apex shall retain such records for three (3) years after termination of this Agreement and shall make such records, and any additional records to ensure Apex's compliance with pricing and fee requirements hereunder, available to Customer or its third party auditor, during normal business hours upon reasonable advance written notice; provided that Apex shall not be required to make such records available for inspection more than once per year unless Customer's request is triggered by a third party, including but not limited to, a government authority (e.g., the Office of Thrift Supervision), regulatory agency, accreditation body or court order. If any audit under this Section 4.5 determines that Apex has overcharged Customer, Customer shall notify Apex of the amount of such overcharge and Apex shall, upon agreement of such audit findings, promptly pay as reasonably possible such amount to Customer.

4.6 Failure to Make Payment. Licensee's failure to make payment for Services associated with an SOW, License(s), Hosted Services including Maintenance, taxes, duties, late payment charges or other amounts due on invoices made hereunder, within ten (10) days after notice of non-payment is given to Licensee, which shall not be less than sixty (60) days past when such payments are due, shall be a material breach of this Agreement. If Licensee does not make remedy of said non-payment breach within thirty (30) days of issuance of notice of non-payment, Apex will have the right to immediately suspend any and/or all services to Licensee.

Apex choosing to not take advantage of its right to issue a notice of non-payment or suspend Licensee services for non-payment in any individual instance shall not in any way alter its right to pursue remedy under this section in any other instance. Further, should Licensee remain in default of payment, in addition to any other remedies available at law or in equity, at Apex's sole option, this Agreement as well as any current SOWs associated with this MSA, the SSLA and all licenses granted to Licensee by Apex shall terminate upon the date thereafter specified in a notice of termination from Apex to Licensee. Reinstatement of such Licenses shall be at a rate equal to all outstanding and/or missed Hosted Services, including Maintenance, payments, but shall not exceed the then-current i-INFO Licensed Software GSA pricing for such quantity of License(s). Once cured, Apex will promptly restore the Hosted Service(s) and/or License(s) to Licensee.

5. Ownership

5.1 Customer Ownership. Customer shall retain ownership and intellectual property rights to all items that are made, written or created solely for Customer by Apex personnel alone or jointly with third parties under this Agreement, including the Deliverables, whether completed or works-in-progress, will become the property of Customer. Items created specifically for Customer, and identified as such in an applicable SOW, shall be deemed works made for hire of Customer for all purposes of copyright law, and the copyright shall belong solely to Customer. Apex agrees not to assert any moral rights under applicable copyright law with regard to such items and Deliverables. Apex shall retain its sole and exclusive ownership rights to intellectual property, proprietary software, systems and all related documentation

and/or materials as well as any derivatives thereof that is licensed to Customer by Apex or utilized in the performance of any SOW.

5.2 Pre-Existing Materials. Notwithstanding anything to the contrary herein, for purposes of Section 5, Apex shall retain exclusive proprietary and/or ownership rights in Apex's pre-existing software, inventions, copyrights, patents, patents-pending, trade secrets, trademarks and any other proprietary rights, including ideas, concepts, methodologies, and know-how of Apex that existed before or during the term of this Agreement and/or SOW, except as noted in Section 5.1 above. Apex hereby grants to Customer a non-exclusive, perpetual (without regard to any termination or expiration of this Agreement), irrevocable, fully paid, royalty-free license to use the pre-existing materials as they are included in the Deliverables. Nothing in this Section 5 shall supercede Apex's End-User Software License Agreement or Software Service and License Agreement executed under separate agreements.

6. Warranties

6.1 Apex Representations and Warranties. Apex represents and warrants to Customer that:

6.1.1 Apex shall perform all Services in a timely, competent, professional, and workmanlike manner to the mutually agreed schedule set forth in the applicable SOW; and

6.1.2 Time is of the essence in connection with Apex's performance of the Services, and is dependent on Customer in the timely and efficient performance of Services performed hereunder; and

6.1.3 All Services performed hereunder by Apex shall be tasked to appropriately qualified staff, and for such Services done on a Time and Expense basis under a specific Scope of Work, Apex shall make every reasonable effort to manage performed work by using the most cost effective PROJECT staff available. Apex further represents and warrants that it has a sufficient number of competent, professional and qualified employees to provide services hereunder; and

6.1.4 Neither the Services nor the Deliverables, nor any part, product or software sold, distributed, licensed or supplied by Apex in connection with the Services or Deliverables, do or will infringe any patent, copyright, trademark, intellectual property right or other proprietary right or misappropriate a trade secret of any third party; and

6.1.5 Apex's performance of the Services called for by this Agreement does not and shall not violate any applicable law, rule, or regulation; and

6.1.6 Apex shall perform the Services and deliver the Deliverables in accordance with the Specifications; and

6.1.7 The Deliverables shall perform according to their Specifications; and

6.1.8 To the extent any Deliverables are, or include, software, such software shall not contain any virus, Trojan horse, worm, time bomb, back door or other software routine designed to disable a computer program automatically or permit unauthorized access; and

6.1.9 Apex has the necessary authority to enter into this Agreement and is not subject to any agreement or other constraint that would prohibit or restrict Apex's right or ability to enter into, or carry out, its obligations hereunder.

6.2 Customer Representations and Warranties. Customer represents and warrants that:

6.2.1 Subject to Apex's compliance with Section 2.1, Customer will provide Apex while at Customer designated locations with the facilities and resources, including a PC with projector, access to appropriate office, training and conference space, high speed Internet connections, alternate PCs for trainees without computers and other items reasonably required for the performance of the Services; and

6.2.2 Customer will provide Apex with qualified and timely PROJECT personnel resources with sufficient capacity such that the performance of the Services are timely and efficient, or otherwise not hold Apex responsible for related delays or cost inefficiencies; and

6.2.3 Customer has the necessary authority to enter into this Agreement and is not subject to any agreement or other constraint that would prohibit or restrict Customer's right or ability to enter into, or carry out, its obligations hereunder.

6.3 Warranty Remedies. Apex shall, at its own expense, promptly re-perform any Services and correct any Deliverables that, in the judgment of both parties, do not comply with the warranties set forth in Section 6.1 and are by sole cause or negligence of Apex. Where it is impractical, as determined by both parties, to re-perform such Services or correct such Deliverables, Apex shall promptly credit or refund to Customer the amount paid for Services and Deliverables that do not comply with Section 6.

7. Termination

7.1 Termination for Convenience. This Agreement and any SOW may be terminated immediately, in whole or in part, by Customer for its convenience at any time before the end of the term, by Customer giving Apex sixty (60) calendar days' written notice. In the case of such termination for convenience, Customer shall be responsible for all compensation owed to Apex for any Services rendered prior to the receipt of such written termination, as well as compensation owed to the Apex for any Services rendered within the period of notice, if such Services are performed either at the specific written request of Customer or in an effort to cease Services being provided in an orderly manner as stated in Section 7.3 below.

7.2 Termination for Breach. Either party may terminate the Agreement with prior notice to the other if the other party materially breaches the Agreement, provided the injured party has given the other party written notice of such material breach and there has been a failure to cure such material breach within thirty (30) days after receipt of such notice. Customer may immediately terminate this Agreement upon termination of the SSLA. Customer may terminate this agreement upon 30 days written notice if Apex becomes insolvent or subject to any proceeding under the federal bankruptcy laws or other similar laws for the protection of creditors and such proceeding shall not have been dismissed prior to the such termination.

7.3 Effect of Termination. If Apex receives notice of termination of this Agreement, Apex shall cease providing the Services under this Agreement, or the applicable SOW, in an orderly manner in accordance with Customer's instructions. If the Agreement term expires while one or more SOW(s) are still in place, the terms and conditions of this Agreement shall survive with respect to such SOW(s) until termination or expiration of such SOW(s). The terms and conditions of this Agreement that by their sense and context are intended to survive termination hereof shall so survive, including without limitation the following Sections: 4.4, 4.5, 5, 6.3, 8, 9, 11, 12.

7.4 Funding Out Clause. Recognizing that some, but not all, future funding will be provided through grants or similar programs managed by the State, should Customer lose such funding prior to the completion of services, Customer may terminate any applicable Statement of Work "SOW" for this agreement with 30 days written notice to Apex. For all work performed as part of that SOW as part of funding from or through the State, Customer will pay Apex for any and all work performed, invoiced and reimbursed by the State. In all other instances, Apex will be due all work performed, including efforts within that 30 day period to coordinate and closeout project activities. The term of this Agreement will survive the termination of any SOW.

8. Indemnification

8.1 Infringement Indemnity. Apex agrees to indemnify, defend and hold harmless Customer and its officers, employees and agents from and against any damages, liabilities, losses, costs and expenses

(including reasonable attorney's fees) arising from any claim or allegation that the Services and/or Deliverables infringe a patent, copyright, trademark, Intellectual Property right, or other proprietary right, or misappropriate a trade secret, of a third party. If any Services or Deliverables, in whole or in part, constitute or may constitute infringement or misappropriation of a third party's rights, and/or if Customer's use thereof is or may be enjoined, Apex, in addition to its indemnification obligations hereunder, shall promptly either (i) secure for Customer rights to continue using such infringing Services or Deliverables, or (ii) re-perform or replace such Services or Deliverables with comparable non-infringing Services or Deliverables, or (iii) modify the Services or Deliverables so that they become non-infringing.

8.2 General Indemnification. Both parties shall indemnify, defend, and hold harmless the other party from and against any and all third party claims or actions arising from: (i) the negligence or willful misconduct of said party, or any of said party's employees, personnel, agents or vendors; (ii) said party's breach of the warranties in Section 6; (iii) said party's breach of the confidentiality obligations in Section 9; (iv) a claim for wages or benefits by said party or its employees, personnel, agents or vendors; and (v) bodily injury, death or damage to tangible property sustained as a result of the Services or Deliverables. Said party shall pay all damages, liabilities, losses, costs, expenses, including reasonable attorney's fees, incurred by or asserted against the other party in any such claims or actions.

8.3 Notification, Rights and Cooperation. Both parties agree to give the other party prompt written notice of any claim subject to indemnification; provided that one party's failure to promptly notify the other shall not affect said party's obligations hereunder except to the extent that the party's delay prejudices the other party. The affected party shall have the right to defend against any such claim with counsel of its own choosing and to settle such claim as it deems deem appropriate, provided that it will not enter into any settlement that adversely affects the other party's rights without that party's prior written consent. Both parties agree to reasonably cooperate with the affected party in the defense and settlement of any such claim, at the affected party's expense.

9. Confidential Information

9.1 Definition. "Confidential Information" shall have the meaning set forth in the SSLA as referenced in the recitals above.

9.2 Use and Disclosure. The other party to the same extent shall hold all Confidential Information relating to a party in confidence and with at least the same degree of care as such party protects its own confidential or proprietary information of like kind and import, but in no event using less than a reasonable degree of care. Neither party shall disclose, duplicate, publish, release, transfer or otherwise make available Confidential Information of the other party in any form to, or for the use or benefit of, any person or entity without the other party's consent. Each party shall, however, be permitted to disclose relevant aspects of the other party's Confidential Information to its officers, agents, subcontractors and employees to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations under this Agreement and such disclosure is not prohibited by the Gramm-Leach-Bliley Act of 1999 (15 U.S.C. 6801 et seq.), as it may be amended from time to time (the "GLB Act"), of the Health Insurance Portability and Accountability Act ("HIPAA") the regulations promulgated thereunder or other applicable law. Each party shall establish commercially reasonable controls to ensure that the confidentiality of the Confidential Information and to ensure that the Confidential Information is not disclosed contrary to the provisions of this Agreement, GLB Act, HIPAA or any other applicable privacy laws and regulations. Without limiting the foregoing, each party shall implement such physical and other security measures as are necessary to (i) ensure the security and confidentiality of the Confidential Information (ii) protect against any threats or hazards to the security and integrity of the Confidential Information and (iii) protect against any unauthorized access to or use of the Confidential Information. To the extent that any duties and responsibilities under the Contract are delegated to an agent or other

subcontractor, the party shall take reasonable steps to ensure that such agents and subcontractor adhere to the same requirements.

9.3 Exceptions. The obligations in Section 9.2 above shall not restrict any disclosure by either party pursuant to any applicable law, or by order of any court or government agency (provided that the disclosing party shall give prompt notice to the non-disclosing party of such order) and shall not apply with respect to information which (i) is developed by the other party without violating the disclosing party's proprietary rights; (ii) is or becomes publicly known (other than through unauthorized disclosure); (iii) is disclosed to, or learned by, the recipient from a third party free of any obligation of confidentiality; (iv) is already known by such party without an obligation of confidentiality other than pursuant to this Agreement or any confidentiality agreements entered into before the Effective Date between Customer and Apex. If the GLB Act, HIPAA or the regulations promulgated thereunder or other applicable law now or hereafter in effect imposes a higher standard of confidentiality to the Confidential Information, such standard shall prevail over the provisions of this Section 9.

9.4 Customer Data. "Customer Data" shall mean all data and information that is submitted, directly or indirectly, to Apex by Customer or obtained or learned by Apex in connection with the Services provided by Apex under this Agreement and any SOW, including without limitation information relating to Customer's technology, customers, operations, facilities, consumer markets, products, capacities, systems, procedures, security practices, research, development, business affairs, ideas, concepts, innovations, inventions, designs, business methodologies, improvements, trade secrets, copyrightable subject matter and other proprietary information. All Customer Data is and shall remain the property of Customer and shall be protected as described in this Section 9.

9.5 Return of Materials. Upon request and upon termination of this Agreement for any reason, Apex shall return any and all records or copies of records relating to Customer or its business, including without limitation, Confidential Information, except for Confidential Information of Customer that is rightfully contained in Apex's work papers, which Apex may retain subject to Apex maintaining the confidentiality of such Confidential Information as required herein.

10. Insurance

10.1 During the term of this Agreement, and for at least two (2) years thereafter, Apex shall maintain the following insurance coverage: (i) statutory worker's compensation in accordance with all Federal, state and local requirements; (ii) comprehensive general public liability (including contractual liability insurance) in an amount not less than \$2,000,000; and (iii) comprehensive automobile liability covering all vehicles that Apex owns, hires or leases in an amount not less than \$1,000,000 (combined single limit for bodily injury and property damages).

11. Dispute Resolution

All disputes or claims arising under this Agreement ("Disputes") shall be resolved as set forth in this Section 11.

11.1 Informal Resolution. In the event of a Dispute, a party shall notify the other party of the Dispute with as much detail as possible. Customer and Apex business representatives shall use good faith efforts to resolve the Dispute within ten (10) business days after receipt of a Dispute notice. If the parties' business representatives are unable to resolve the Dispute, or agree upon the appropriate corrective action to be taken, within such ten (10) business days, then either party may submit their claim for dispute resolution. Pending resolution of the Dispute, both Parties will continue without delay to carry out all their respective responsibilities under this Agreement.

11.2 Dispute Resolution. If the Parties are unable to resolve a Dispute pursuant to the informal procedure set forth in Section 11.1, all Disputes shall be resolved following the Dispute Resolution

process allowed by applicable Texas State Code. Judgment upon the award rendered by the process may be entered in any court having jurisdiction. The arbitration shall be held in a location that is mutually agreed by the Parties.

11.3 Injunctive Relief. Nothing contained in this Section shall limit or delay the right of either party to seek injunctive relief from a court of competent jurisdiction, whether or not such party has pursued informal resolution or arbitration in accordance with this Section.

12. Damages Limitations

12.1 EXCEPT FOR COMPANY'S INDEMNIFICATION OBLIGATIONS ARISING UNDER SECTION 8 AND DAMAGES ARISING FROM A BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER SECTION 9, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES FOR ANY CLAIM ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR COMPANY'S INDEMNIFICATION OBLIGATIONS ARISING UNDER SECTION 8 AND DAMAGES ARISING FROM A BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER SECTION 9, NEITHER PARTY'S TOTAL LIABILITY TO THE OTHER FOR A CLAIM ARISING UNDER THIS AGREEMENT SHALL EXCEED THE TOTAL AMOUNT TO BE PAID BY Customer TO Apex UNDER THIS AGREEMENT.

13. Lobbying

Apex certifies that no federal funds that may be provided under the terms of this Agreement will be paid, by or on behalf of Apex, to any person to influence an officer or employee of any federal agency or federal elected official. Apex will provide full disclosure of any non-federal resources expended to lobby any federal official in connection with this project.

14. Nondiscrimination (49 CFR Part 21)

During the performance of this Agreement, Apex, for itself, its assignees, and successors in interest, agrees as follows:

A. Nondiscrimination - Apex, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of age, race, color, sex, or national origin in the selection or retention of subcontractors, including procurement of materials and leases of equipment. Apex shall not participate, either directly or indirectly, in employment discriminatory practices.

B. Solicitations for Subcontracts, including Procurement of Materials and Equipment - In all solicitations, whether by competitive bidding or negotiation, made by Apex for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Apex of Apex's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of age, race, color, sex, or national origin.

C. Information and Reports - Apex shall provide all information and reports required under the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by Customer to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required, or such information is in the exclusive possession of another who fails or refuses to furnish this information, Apex shall so certify to Customer, and shall set forth what efforts it has made to obtain the information.

D. Sanctions for Noncompliance - In the event of Apex's noncompliance with the nondiscrimination provisions of this Agreement, Customer shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to Apex under the Agreement until Apex complies, and/or
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

E. Incorporation of Provisions - Apex shall include the provisions of Paragraphs A through D in every subcontract, including procurement of materials and leases of equipment, unless exempt by federal regulations or directives. Apex shall take such action with respect to any subcontract or procurement as Customer may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Apex becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Apex may request Customer to enter into such litigation to protect the interests of Customer.

15. Affirmative Action

Apex shall comply with applicable provisions of Section 503 of the Rehabilitation Act of 1973.

A. Apex will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Apex agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship.

B. Apex agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Act.

C. In the event of Apex's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor pursuant to the Act.

D. Apex agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state Apex's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. Apex will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that Apex is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

F. Apex will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding on each subcontractor or vendor. Apex will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance (41 CFR 60-741.4.4).

16. Equal Employment Opportunity (41 CFR Part 60-1.4(b))

During the performance of this Agreement, Apex agrees as follows:

A. Apex will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Apex will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. Apex will, in solicitations or advertisements for employees placed by or on behalf of Apex, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. Apex will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Apex's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. Apex shall comply with provisions of Executive Order 11246 of September 24, 1965, and by rules, regulations, and relevant orders of the Secretary of Labor.

E. Apex will furnish information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by Customer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of Apex's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and Apex may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. Apex will include the portion of the sentence immediately preceding Paragraph A and the provisions of Paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Apex will take such action with respect to any subcontract or purchase order as Customer may direct as a means of enforcing such provision, including sanctions for noncompliance, provided, however, that in the event Apex becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Apex may request Customer to enter into such litigation to protect the interests of Customer.

17. Americans With Disabilities Act

Apex shall comply with applicable provisions of the Americans with Disabilities Act of 1991. In particular, Apex shall assist Customer in compliance by including appropriate language in all public documents and reports notifying persons with disabilities of Customer's policy of providing accommodations (i.e. interpreter, large print, reader, hearing assistance) to persons who need such assistance to participate in the project.

18. Prohibition Against Substance Abuse

Apex shall comply with the requirements of the Omnibus Drug Initiative Act of 1988 (Public Law 100-690) and certify to Customer that it will provide a drug-free workplace. Apex shall provide Customer with a copy of its drug-free workplace policy statement prior to Customer upon request.

19. General Provisions

19.1. Independent Contractor. The parties acknowledge and agree that Apex is an independent contractor. This Agreement shall not create the relationship of employer and employee, a partnership, joint venture or other relationship between Customer and Apex. Neither Party shall have authority to bind, obligate or commit the other Party by any promise or representation without prior written approval.

19.2. Publicity. Neither party shall use the other party's name or mark in any advertising, written sales promotion, press releases and other publicity matters relating to this Agreement without the other party's written consent. Notwithstanding the above, Apex may publicly refer to the Customer, orally and in writing, as a customer of Apex.

19.3. Applicable Law. This Agreement shall be governed by and construed under the laws of the State of Kansas, without giving effect to its choice of law rules. Whenever there is no applicable state statute or decisional precedent governing the interpretation of this Agreement, then federal common law shall govern.

19.4. Assignment. Neither party shall assign, transfer, or subcontract this Agreement or all or any portion of the Services or delegate any of the party's duties hereunder without the other party's express, prior written consent, unless as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Any assignment in contravention of this provision shall be null and void. This Agreement shall be binding on all assignees and successors in interest.

Customer shall have the right to extend its rights to Services performed hereunder by Apex to any of its member agencies, provided said member is advised of and made a part of this Agreement by mutual covenant between Customer and said member. A copy of mutual covenant between Customer and member as well as contact information for said member to whom Customer has assigned rights under this Agreement, shall be provided to Apex as amendment(s) to Exhibit 3, "Member Contacts," attached hereto by reference. Upon such notice to Apex, Apex may work directly with Member Contact to create and execute SOW(s) under this Agreement independent of Customer. Under no circumstance shall Apex be obligated to perform Services for member constituents that are not a part of an agreed SOW attached to this Agreement.

19.5. Entire Agreement / Amendments. This Agreement, including Appendices, contains the entire agreement of the parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements and prior agreements related thereto, written or verbal, are merged herein and superseded hereby. The provisions of this Agreement may not be amended, except by an agreement in writing signed by authorized representatives of both parties.

19.6. Force Majeure. Notwithstanding any other provision of this Agreement, no party to the Agreement shall be deemed in default or breach of this Agreement or liable for any loss or damages or for any delay or failure in performance due to a cause beyond its reasonable control. The parties shall promptly resume performance hereunder after the force majeure event has passed.

19.7. Notices. All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given: (i) upon personal delivery, receipt confirmed; (ii) if sent by fax, receipt confirmed; (iii) if sent by certified or registered mail, postage prepaid, three (3) days following the date of mailing; or (iv) if sent by e-mail, with a notice delivery and read receipt.

If to Customer:

Nicky Kelly
Office of Emergency Management
Montgomery County Texas
550 Club Street, Suite 300
Montgomery TX 77316
Phone: 936.582.3100
Email: nkelly@co.montgomery.tx.us

All written reports, project updates and correspondence given to Customer shall be considered to be sufficiently given if mailed, postage prepaid, delivered in person, or transmitted by facsimile machine or electronic mail to:

Summer Scheel
Office of Emergency Management
Montgomery County Texas
550 Club Street, Suite 300
Montgomery TX 77316
Phone: 936.582.3100
Email: sscheel@co.montgomery.tx.us

All invoices, written reports and correspondence given to Customer shall be considered to be sufficiently given if mailed, postage prepaid, delivered in person, or transmitted by facsimile machine or electronic mail to:

Summer Scheel
Office of Emergency Management
Montgomery County Texas
550 Club Street, Suite 300
Montgomery TX 77316
Phone: 936.582.3100
Email: sscheel@co.montgomery.tx.us

If to Apex:

Mr. Joe G. Abrams, President / CEO
Apex Innovations, Inc.
19951 West 162nd Street
Olathe KS 66062-2787
Phone: 913.254.0250 ext. 102
Fax:: 913.254.0320
E-mail: joe.abrams@apex-innovations.com

Such addresses may be changed by notice given by one party to the other pursuant to this Section 19.7 or by other form of notice agreed to by the parties.

19.8 Remedies. Except as otherwise provided for herein, no remedy conferred by any of the specific provisions of the Agreement or available to a party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any

22. Agreement Execution

The parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Montgomery County Texas Office of
Emergency Management ("Customer")

Apex Innovations, Inc. ("Apex")

By _____

By  _____

Name: Nicky Kelly

Name: Joe G. Abrams

Title: _____

Title: President / CEO

Date: _____, 2008

Date: March 31, 2008

EXHIBIT 1 – STANDARD FEE SCHEDULE

Following is the fee schedule pursuant to Section 4.1 of this Agreement.

Category	Std Rate
Project Director	175.00
Senior Information Technology Consultant.....	175.00
Senior Operations Consultant.....	165.00
Project Manager	150.00
Information Technologist.....	150.00
Content Specialist / SME	150.00
Application or Process Consultant.....	125.00
Application Administrator / Trainer.....	125.00
Technical Analyst.....	100.00
Research Analyst.....	100.00
Support Staff	50.00
Data Entry	30.00

EXHIBIT 2 – TAX COMPLIANCE DISCLOSURE

The following taxes must be collected per Section 4.4, for Services provided under this Agreement, and are the only such taxes, fees or duties to be collect by Apex on behalf of the listed tax authorities:

Taxing Entity Name and Location	Tax Type	Tax % or Fee, if any
	Local Sales	None
	State Sales	None
	Other	None

EXHIBIT 3 – MEMBER CONTACTS

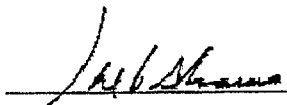
Customer shall provide written notice to Apex, of member agencies assigned rights pursuant to section 19.4 of this Agreement. Such notice shall include a copy of the signed covenant between Customer and authorized member agency and contact information.

APPENDIX A – DEBARMENT AND SUSPENSION CERTIFICATION

Apex Innovations, Inc. certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three year period preceding the date of this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Have not within a three-year period preceding the date of this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

 March 31, 2008
Joe G. Abrams, President / CEO Date

APPENDIX B – STATEMENTS OF WORK

All fully executed Statements of Work “SOWs” shall be incorporated by reference.

APPENDIX B – Statement of Work

Appendix B is separated into two parts. The first section is the Statement of Work (SOW) or a breakdown of items purchased, work performed and the associated cost for each item. The second section, starting on page 8, provides a background understanding of the project, a brief description of Apex, the system provider, and a narrative of the i-INFO product / functions.

Statement of Work (SOW) 1

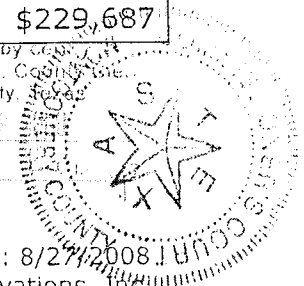
The following breakdown assumes the purchase of 100 named user licenses for use within the 13 county area of Houston-Galveston COG Region. The discounted prices shown below are offered as part of the TRIS program and are available to Montgomery County OEM with the stipulations outlined in the authorization letter provided by the Alamo Area Council of Governments.

Software Purchase & Configuration	Basis	Cost Est.	Discounted
• Purchase of 100 perpetual i-INFO named user licenses for the resource functions described in Exhibit 1 of this SOW. Based on the discounted affiliate purchase pricing of \$1,264 / license.	100 Licenses	\$190,500	\$126,390
• Purchase of first year's i-INFO license maintenance and hosting costs to support the immediate rollout for the Houston Area.	100 Licenses	\$76,825	\$50,797
• Purchase of first year's system network administrative support.	Network Fee	\$36,000	\$20,000
• Basic network configuration fee – Includes setup of the standard database and applications for the HARIS Network. Includes setup for the initial configuration of a data collection form and load program to facilitate the entry of basic org/asset information by the member agencies.	Initial Set-up, Configuration	\$48,750	\$32,500
TOTAL PREPAID COST		\$352,075	\$229,687

A true copy. I hereby certify
 MARK TURNBULL, County Clerk
 Montgomery County, Texas

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APPENDIX B – Statement of Work

Project Approach / Deliverables

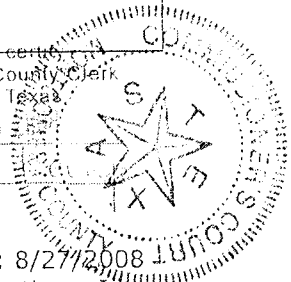
The following breakdown provides the general sequence of administrative, management and support activities to implement the system. These tasks will be coordinated with the setup and configuration activities being performed in the earlier breakdown, as well as any upload of information that may be requested under a separate statement of work. Further, it is recognized that the time spent on any individual task in the following sections may vary, however it represents a good overall estimate of the cost of services for the project and an accurate outline of the approach we will use to accomplish this SOW:

Activity / Description	Qty	Estimate	Discounted
▪ Program Management activities will include developing and maintaining the project schedule, submitting reports during periods of project activity, coordinate with Montgomery County OEM regarding matters of implementation.	70 hrs.	\$12,250	\$9,800
▪ The proposed deployment plan will be developed and reviewed periodically with the project contacts. Should unanticipated work be identified that exceeds the original estimate for this SOW, as agreed with the project team, a modified or additional SOW will be provided.	35 hrs.	\$5,250	\$4,200
▪ Coordinate with key contacts to facilitate member registration into the system. Apex will work with local personnel to provide on-site and web-based support to collect contact information regarding orgs & initial asset information.	274 hrs.	\$34,250	\$27,400

A true copy. I hereby certify,
MARK TURNBULL, County Clerk
Montgomery County, Texas

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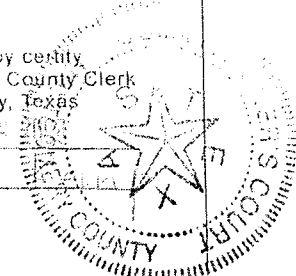
By



APPENDIX B – Statement of Work

Activity / Description	Qty	Estimate	Discounted
<ul style="list-style-type: none"> Apex will update the TRIS educational video / online materials to help inform local leaders and key contacts about current system capabilities to facilitate expanded interest and usage of the Houston Area Regional Information System. 	80 hrs.	\$12,000	\$9,600
<ul style="list-style-type: none"> Apex will provide "Train the Trainer" sessions for up to 5 persons. Classes will target end-user needs and include basic training for Org, Person, Asset, Communications, Map Searches, Library Document and Event Calendar Management. Designated trainers must be qualified and sessions for all 5 trainers will run concurrently. 	120 hrs.	\$18,000	\$14,400
<ul style="list-style-type: none"> Apex will participate with some of the initial end-user classes to certify the participating trainers. Apex will help the trainers by observing (online or onsite), engaging and providing feedback for the first session for each course. This will increase the confidence and ability of each trainer and improve overall end-user and community satisfaction. 	40 hrs.	\$6,000	\$4,800
TOTAL WORK ESTIMATE		\$87,750	\$70,200

A true copy I hereby certify
 MARK TURNBULL, County Clerk
 Montgomery County, Texas
 Issued _____
 by _____



Primary Work Contact: Summer Scheel
 Phone: 936.582.3100
 E-mail: sscheel@co.montgomery.tx.us

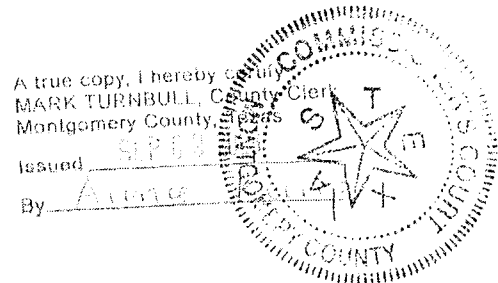
Work Locations: At Apex and Montgomery County OEM
 offices as well as designated member
 locations within the thirteen-county
 Houston – Galveston region

APPENDIX B – Statement of Work

Optional Apex Services

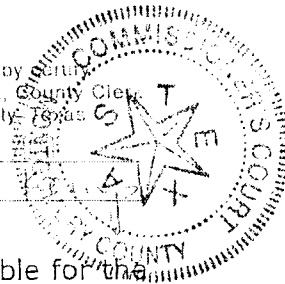
Although not requested in the outline above or in the final submitted project cost, it is recommended that other services be contracted when appropriate to help ensure successful use of the system. As needed, Apex can provide separate Statements of Work for:

- Integration Services – Apex can easily create interfaces between existing software and your i-INFO network, such as badge printing systems, callout systems, GIS systems, etc. An interface to the State TRRN system is provided as part of the affiliate purchase price. Integration services are available through Montgomery County OEM or directly to any individual member agencies.
- Public Access – The information sharing options within the system support selective sharing of certain information with the public. To help inform the public or solicit support, Apex can configure a Public Portal or website. These services are available through Montgomery County OEM or directly to any individual member agencies.
- Content Services – In addition to the standards provided within the system, Apex can work with Montgomery County OEM, your member organizations or other subject matter experts to create or make major changes to standard dropdowns, common master tables or classification data. Through these activities, entirely new applications for the system can be created for your community.
- Upon future request from Montgomery County OEM and under a separate SOW, Apex will provide advanced training and testing at their facilities in Kansas City for identified and experienced system trainers and administrators to become Certified Administrators.



APPENDIX B – Statement of Work

A true copy, I hereby certify.
J. CURNBULL, County Clerk
Montgomery County, Texas
Issued _____
By _____



Montgomery County OEM Responsibilities

For successful completion of this project, the client will be responsible for the following items:

- A single management point of contact (POC) for the project from Montgomery County OEM. This is a Director level POC and should require no more than an hour each week, on average.
- Primary coordination, setup and notification for meetings and training sessions by the appropriate POC (all incidental expenses associated with project meetings and training, such as refreshments or room rental or other charges, will be the responsibility of Montgomery County OEM). This will require an administrative level person to coordinate schedules with the project team and area participants.
- A designated POC responsible for collection, reviewing, reformatting, clean-up and approval of organization and other information submitted from participating agencies. Based on no defined requirement for data loading, this should require only limited time to verify organizational information prior to registering the regional agencies.
- Work with Apex in the qualified selection of the designated trainers to be used to help deploy the system. This should take minimal time, assuming that qualified trainers are available; including experience with computer based training sessions.
- Work with Apex in the qualified selection and assignment of either 1 or 2 possible network administrators for the system. This person(s) should be as skilled with operations as they are with technology and expect to be active throughout the project including training, coordination, data collection, data clean-up and various other tasks. Administrator certification training will be completed near the end of the first year of operation. This also should take minimal time, assuming that qualified personnel are available; including experience with computer systems.

Project Timeline

To comply with DHS and the State of Texas grant funding requirements, the Houston Area Regional Information System (HARIS) will be delivered and available to Montgomery County OEM upon contract signing. The process of initial registration for participating agencies will begin within 3-4 weeks after delivery, with basic configuration and rollout of the HARIS network occurring within 3-4 weeks after that, assuming receipt of software purchase and notice to proceed. Depending on Customer availability, the primary project activities, including member registration, asset registration, and train-the-trainer will require five to six (5-6) months to complete and overall project

APPENDIX B – Statement of Work

support during the transition of training to local personnel can extend to as much as six to nine (6-9) months for this project. It is recognized that the availability of management, key personnel, needed facilities, critical information, as well as changes in project scope will affect the time required for completion of this project.

Payment and Terms

The purchase of software licenses, maintenance, ASP (hosting) costs, setup, configuration and administrative services will total a payment of \$229,768 that is due upon execution of the End User Software License Agreement (EUSLA) and Software Service Level Agreement (SSLA) and payable within 10 days of receipt of invoice. All remaining work on this project will be invoiced as a Deployment Service Contract and completed on an as scheduled basis along with costs incurred for travel, lodging and expenses per the terms of the Master Services Agreement.

Software and Setup	\$229,768
Deployment Service Contract	\$70,200
TOTAL PACKAGE PRICE	\$299,968

The following item may optionally be purchased separately by Montgomery County OEM.

Additional pre-paid year of annual maintenance and hosting fees, including extension of network administration support.	\$65,797
TOTAL OPTIONS	\$65,797

THE ABOVE STATEMENT OF WORK (SOW) from the Montgomery County, Texas, Office of Emergency Management (Montgomery County OEM) to Apex Associates, Inc. (Apex), upon authorization, shall be attached by reference and subject to the prior executions of the End-User Software License Agreement (EUSLA), the Software Service Level Agreement (SSLA) and the Master Services Agreement (MSA) between the Parties. This proposed SOW and all cost estimates are valid for 60 days from the Date Issued.

A true copy, I hereby certify
MARK TURNBULL, County Clerk
Montgomery County, Texas

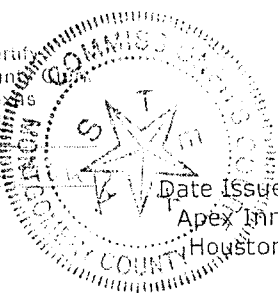
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By Apex Innovations, Inc.

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Date Issued: 8/27/2008

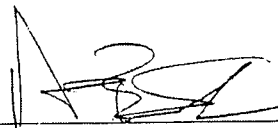
Apex Innovations, Inc.
Houston Area MSA v4



APPENDIX B - Statement of Work

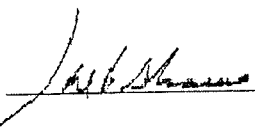
IN WITNESS WHEREOF, the Montgomery County TX has caused this PROPOSAL & SOW to be executed as of the date signed.

For Montgomery County:



County Judge 8/28/08
Date

For Apex:

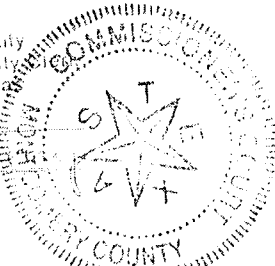


8/27/08
Date

A true copy, I hereby certify
MARK TURNBULL, County
Montgomery County, Texas

Issued

By



APPENDIX B – Statement of Work

EXHIBIT 1 of SOW 1 (For Reference Purposes Only)

Project Background



The Houston Area UASI Managers group and Houston-Galveston Area Council (H-GAC) represent the cities, counties, school districts, and special districts within the thirteen-county Houston Area. These organizations and the agencies and jurisdictions they represent want to be able to collect, organize, update and locate relevant information about emergency resources being provided by the broad variety of public and private organizations within the Houston Area of Texas. It is important that this information sharing network for the Houston Area support the State and National standards programs and support the sharing of resources with the State, with the ability to expand for future sharing between other regions within the State of Texas. The Montgomery County Texas Office of Emergency Management (Montgomery County OEM), as a member of the Houston UASI Managers group will take the lead role in the coordination of funding and project activities to deploy an effective solution for the region.

To that end, we propose that the Houston Area implement Apex's i-INFO system to create a resource information management system that provides the ability to enter, manage, and report on key contacts within the member organizations. Each of these organizations with designated logins can enter and update detailed information about a variety of personnel and volunteers associated with their different departmental groups. Additionally, many other types of emergency resource data can be maintained for daily and emergency use, including information on shelters, facilities, vehicles, equipment, response teams, supplies and related documents. All of these resources can be selectively shared or not, by the individual "data-owning" organizations, with emergency planners, emergency management and other participants within the region before, during and after disasters.

Company Overview



Apex Innovations (www.apex-innovations.com) is a software development and deployment firm. The company serves public, private and not-for-profit sectors, and uses its information solutions to create and enhance collaborative environments. Apex's customers include local, regional and state governments, as well as Fortune 500 companies and small businesses with the significant focus on emergency prevention, protection, response and recovery. Apex products are designed to provide unique solutions to the complex problems related to regional registries, information aggregation, control, safekeeping and sharing among geographically dispersed organizations. Apex's premier product, i-INFO, is a

APPENDIX B – Statement of Work

patented inter-agency information management and coordination system that enables selective vertical and horizontal information sharing, often without any integration effort. Because it is entirely web based, it can be easily accessed 24x7 from any location with broadband internet access. Incorporated in 2002, Apex Innovations is a Delaware corporation with headquarters in the Kansas City metropolitan area.

System Performance



The i-INFO system is a multi-function, commercial-off-the-shelf (COTS) regional solution built using standard tools such as Oracle, Microsoft and other top tier providers to assure maximum scalability of the solution. i-INFO is browser-based and provides controlled, secure access to a variety of resource data located in the system's virtual data repositories. The system is provided as a professional ASP hosted model. Apex's ASP hosting is performed in a Tier 1 facility providing redundant capability in power source, power conversion, internet connectivity, processing, data and support to ensure 24/7 access to mission critical functions and information. The design and configuration of the i-INFO software, hardware and hosting ensure a solution that is scalable to a regional, state-wide or national capability.

Each group of member organizations or network is provided with scalable functionality and the system supports multi-network proliferation and seamless information sharing between them. These include the ability to: start simple and turn on more functions within the application, add more applications as needed for greater network-wide functionality, replicate similar networks in adjacent regions for broader information sharing and mutual aid, create complimentary networks within the same area to increase surge capacity and apply related standards between networks to enhance information sharing.

The system has the unique capability to have data from multiple agencies in one secure system, and allow each owner organization of the information to control the security and sharing of that information. These organizations then can selectively share information with specific persons, organizations and organizational groups, across a network and/or between networks. Examples of these capabilities include, but are not limited to: sharing committee documents only with committee members, sharing mass communications groups with regional participants, sharing HazMat resources only with area HazMat teams, sharing emergency mutual aid resources with dispatchers, sharing business surge resources with local, regional and state Emergency Management Agencies, allowing central response teams to maintain decentralized assets, sharing critical infrastructure assets with emergency planners and managers, sharing best-practices between network



APPENDIX B – Statement of Work

members and other networks, maintaining private information that is not viewable by other organizations.

Each piece of information can be directly maintained at the source, including but not limited to: personnel updating changes to their own information, public safety personnel verifying needed credentials, public safety updating public response information, support organizations updating shelters and related inventories, private businesses maintaining their own private resources, committee members maintaining committee plans & documents, codes & inspection officials maintaining building audit data.

Although the individual functions will vary by network based on which functions are purchased, the mission of the overall system is focused on pre-event and post-event capabilities. This is made more cost effective since it also provides daily use functionality. The complete system has many functions and can be used to support many different needs including: data collection & standardization, training coordination, credentialing for personnel and volunteers, team accreditation & typing, regional response planning, regional fund planning and tracking, resource inventory management, asset replacement planning, asset audits and inspections, managed inventory rotation, committee coordination, recovery project coordination and recovery cost capture and roll-up.

i-INFO uses a distributed, federated approach to data sharing that enables authorized members including Local, State and Federal agencies, as well as Private sector organizations to individually control and maintain their own data and systems while simultaneously deciding what resource data to share with the i-INFO search portal and with whom to share the data, using access control and authorization technology.

The system enables the creation of collaborative groups that support the needs and governance protocols of the agencies, allowing users to more quickly identify the vertical and horizontal organizations needing access to their specific data. Through the secure search portal, authorized users can obtain real-time shared information regarding these critical resources and related information.

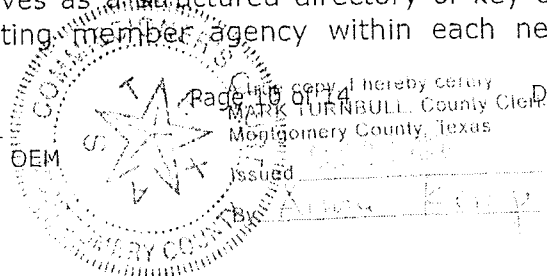
i-INFO is configurable and is easily installed and, once trained, can be maintained by user administrative personnel. The system can run on contemporary user computer hardware and Microsoft Windows environment. Starting just a few years ago, the system is now used in many areas of the country allowing information to be maintained and selectively share from thousands of organizations regarding relevant portions of their information.

The **Org Function** of i-INFO inter-relates all information to the correct organization. It serves as a structured directory of key contact information for every participating member agency within each network, as well as

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MSA Appendix B SOW 1

Montgomery County TX OEM



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Montgomery County, Texas

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Date Issued: 8/27/2008

Apex Innovations, Inc.

Houston Area MSA v4

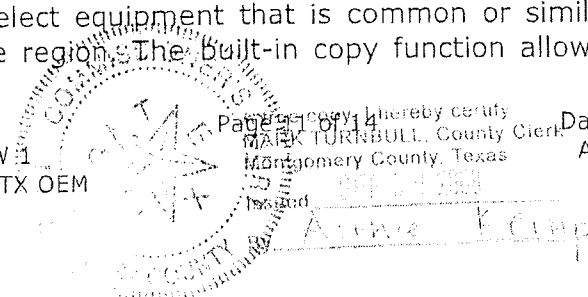
APPENDIX B – Statement of Work

controlling personnel, roles and access privileges. The system is used by all types of organizations including: Fire Service, Law Enforcement, Public Health, Hospitals, HazMat, Search and Rescue, EMS, Emergency Management, Dispatch / PSAP, Public Works, Environmental, Citizen Corps and other Voluntary Organizations, Government Administration, Regional, State / Federal Agencies, Disaster Relief Agencies, Schools & Educational Institutions, transportation, utilities and other private sector businesses.

The **Person Function** within the system serves as a repository for all persons within all networks. These include executives, key contacts, responders, volunteers and staff. If requested, the system can automatically send out an email with a form to update each user's personal information. The system provides the capability for all listed persons to update their own personal record through the Internet, including multiple addresses, multiple phones, multiple emails, wireless, skills, training, education, licenses, certifications, emergency and alternate contacts, secured medical and other information that must be current during an emergency event. The system default reminds each person to update their personal profile every six months. However, the update frequency period can be set for various types of users based upon their user role within the system.

The **Asset Function** within i-INFO is used to maintain many types of resources and inventories and provides the ability for each public or private agency to enter, manage and report on the lifecycle information related to their emergency assets, facilities, equipment and supplies. The function can maintain a depth of detailed inventory information with user defined fields specific to every type of resource within the system. It is NIMS compatible and supports resource typing in accordance with the FEMA list of resource types. This function also provides the ability to record and track the condition of each asset and sub-asset, as well as the remaining asset life expectancy information to support asset update or replacement. The Asset function provides visibility of those assets being made available for mutual aid and those referenced in current mutual aid programs, including the ability for each agency to correlate the actual mutual aid document with each asset using the reference document feature. Information about each asset, such as key features, condition or availability, can be changed with those updates being reflected in real time to other organizations with whom that asset information is shared. Asset sharing can also be updated in real time, allowing each agency to expand the resource sharing during major disasters.

The Asset function also allows users to create lists or libraries of approved standard equipment and support interoperability by allowing area agencies to identify and select equipment that is common or similar to other types being used in the region. The built-in copy function allows each agency to



APPENDIX B – Statement of Work

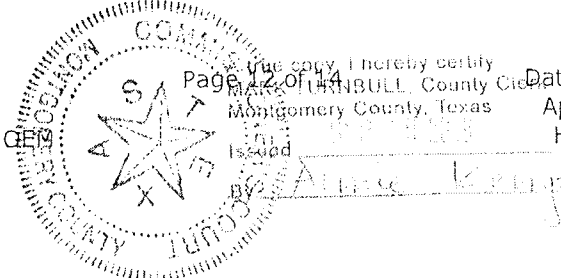
easily convert the standard record to an actual asset record, significantly reducing the entry time for the new asset. Using the reference document feature, relevant and supporting documentation can be attached to each standard asset record, such as the evaluation criteria and ratings, detailed product descriptions, photos, diagrams and specifications.

The **Event Calendar Function** allows users from any participating agency to enter and manage information about in-class or online training courses, area meetings, conferences or exercises through the system. Upon release, this information can be published to a public calendar for a single agency or a consolidated calendar of area activities. This allows any public Internet user to search for particular events or display any or all events for that specific agency, or from many organizations through a consolidated regional calendar approach. Authorized users can also publish events to a central calendar within the state-wide TRIS network, creating a one-stop-shop of key activities within the various regions in Texas.

The public calendar allows any user to register within the system and request attendance to many of the published upcoming events. Registration requests can be managed by the event coordinator tracking attendee approvals, payment status and planned versus actual attendance for the event. Upon approval each participant can be maintained within the system for future reference or regional reporting.

The **Library Function** provides public / private sector organizations with the ability to define, document, maintain and selectively share hazards data, forms, documents, continuity plans, critical drawings and related information. These capabilities can reduce the information management and update time by regional hazards coordinators and, during response, provide immediate availability of accurate information by first responders to review, plan and speed the safe access and egress by on-scene personnel. Furthermore, by setting process activities or milestones the Library function can also support multiple committee projects by providing capability for the creation, management and approval of mutual aid agreements, emergency plans, checklists and how-to instructions, including tracking and reporting on the work in process status of participating agencies.

The system can also provide a Library of standard documents that provides indexing and classification functionality and describes document features and content, enabling individuals or planning committees to easily find and view related documents (e.g. plans, procedures, protocols, training materials) from other cities, modify or create their own plans, track communications feedback from committee members on-line, track different document versions and approved plans. The system also offers the ability to maintain a library of selected web-based information for emergency



APPENDIX B – Statement of Work

reference information (e.g. weather, FEMA, FBI, CDC...) by providing quick access to critical resources using pre-approved web links.

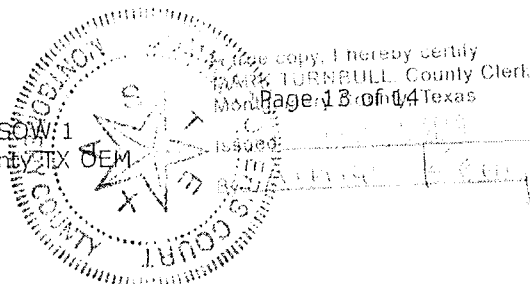
The **Communications Function** provides the ability to create predefined communication groups that are needed to send emergency messages/alerts to appropriate people (email and/or wireless) quickly and easily.

Through these various functions, i-INFO is capable of managing an almost endless inventory of all emergency and support resource information for each participating organization, as well as across the region. The amount of information about these resources is also variable and can be maintained at a summary or a detailed level, depending on the need. The types of resources that can be maintained within the system include: key organizational contacts, employees, volunteers, response and support teams, committee members, land, facilities and buildings, emergency and support vehicles, response and support aircraft and watercraft, detection and decontamination equipment, hand and power tools, communications equipment, shelter equipment and supplies, construction equipment, personal protective equipment, medical and Strategic National Stockpile items, and many other types of response equipment, emergency and support supplies.

The system can also be used to maintain various types of critical infrastructure including assets for electric generation and distribution, petroleum and gas production, water purification and distribution, food production, processing and distribution, telecommunications infrastructure, community alerting systems, as well as, transportation and inter-modal facilities and infrastructure.

The system allows authorized users to quickly set or change role-based security levels, and user access privileges, as well as share information and quickly produce reports and conduct searches for resource requests or extract data for further analyses. The system is compliant to NIMS standards and provides reference information to assist participating agencies in typing or categorizing their resources using relevant NIMS standards. The system and search portal provide aggregated and filtered views of shared information to facilitate locating the right resource. The search filter allows designated users to locate and view every type of resource whether it belongs to their agency or has been shared from another organization. The user has options to filter or aggregate the search results.

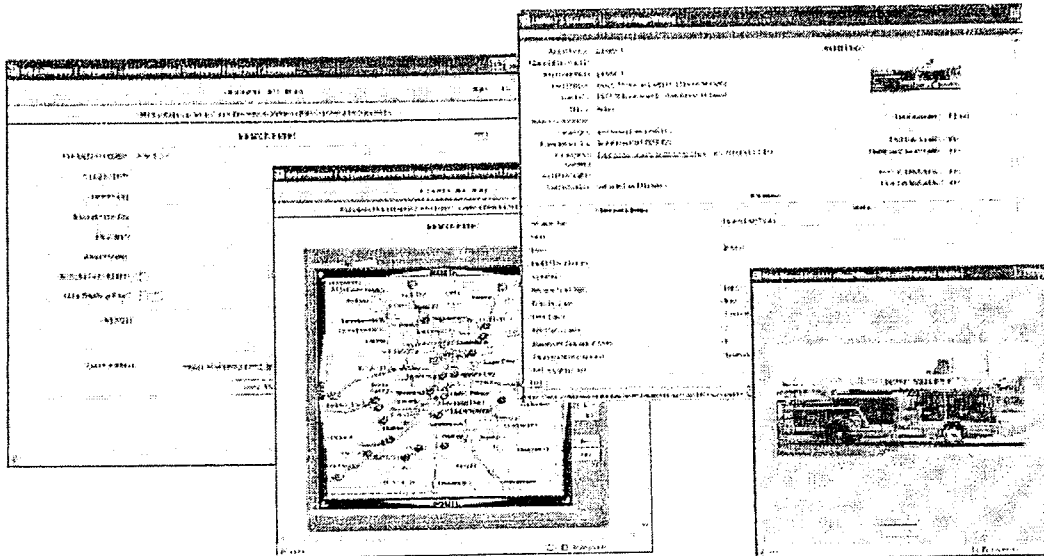
Searches can be conducted using keywords including how the resource is classified, who owns and/or dispatches the resource, relevant boundaries including city, county, state or federal region or designated status of the asset.



APPENDIX B – Statement of Work

Other capabilities include searching by defined criteria based on distance from a designated location such as an incident site, resulting in specific search results. Using the standard configuration, the information results are displayed in a map view using MapPoint, however, this function can be interfaced to use any other GIS system as determined appropriate by each group of users.

By selecting the flagged locations from the search map view, during emergencies a user can obtain relevant details and contact information about a major asset such as a building, a vehicle or piece of equipment and any of the listed sub-assets located within that major resource.



Standard Configuration

To accomplish the solution outlined above, Apex will provide project oversight and appropriate technical services to deploy a Regional Information Management System using i-INFO as an inter-agency resource and information sharing network for the Houston Area thirteen-county region. The network configuration being proposed is the standard configuration called the Texas Regional Information System (TRIS), described in Schedule A, Table A-1 of the End-User Software License Agreement (EUSLA), and therefore eligible for the affiliate purchase program discount. The TRIS configuration includes an interface from i-INFO to the Texas Regional Resource Network (TRRN) operated by the Texas Forest Service.

