

MASTER SOFTWARE LICENSE AGREEMENT

THIS MASTER SOFTWARE LICENSE AGREEMENT ("Agreement") is entered into as of _____, 2014 between Law Enforcement Technology Group, LLC, a Minnesota limited liability company ("LETG"), and the city of Hokah, Minnesota ("CUSTOMER") on behalf of the Hokah Police Department.

LETG shall furnish CUSTOMER with software, training and a one-year warranty for a web-based public safety management system, as specified in Exhibit A. LETG shall also provide CUSTOMER with documentation for the systems in the form of user manuals, instructions, report format samples and screen shots.

For good and In consideration of the mutual covenants and promises contained in this Agreement, the parties agree as follows:

1. DEFINITIONS

1.1 "Software" means LETG's object code, scripts, database schema, training documents and third party products integrated in accordance with this Agreement.

1.2 "System" means the total of all components of the Software, as specified in Exhibit A.

1.3 "Module" means a functional application of the system such as the "CAD Module" or the "Records Management Module."

1.4 "CAD" means Computer Aided Dispatch System.

1.5 "Mobile" means an in-vehicle accessible application.

1.6 "RMS" means Records Management System.

1.7 "Integration" means combining separately produced components or programs to produce a common purpose or set of objectives to unify separate programs or architectures.

1.8 "Interface" means a set of statements, functions, options or ways of expressing program instructions for communication and supported between systems and/or other programs.

1.9 "Modification" means an LETG-proposed solution to a requirement that may not be entirely compliant with the specifications but will offer some or all functionality of the stated requirement.

1.10 "Project Coordinator" means the person appointed by CUSTOMER for general supervision and direction of work as required by this Agreement.

1.11 "Project Manager" means the primary LETG representative charged with the overall scope of the contracted work, including scheduling, implementation and training.

2. LETG'S REPRESENTATIONS

2.1 LETG represents that it is a limited liability company duly incorporated, validly existing and in good standing under the laws of the State of Minnesota.

2.2 LETG represents that the execution, delivery and performance of this Agreement has been duly authorized by LETG.

2.3 LETG represents that no approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by LETG in order for it to enter into and perform its obligations under this Agreement.

2.4 LETG represents that it is not violating any agreement with any third party by entering into or performing this Agreement.

3. GRANT OF LICENSE

3.1 In consideration of CUSTOMER's payment of the license and fees specified in attached Exhibit A, LETG grants CUSTOMER a perpetual, non-transferable, non-exclusive license to use the Software subject to the terms and conditions set forth in this Agreement.

3.2 Under the license granted herein, CUSTOMER may use, copy, and distribute the Software (in machine-readable, object code form only) and user materials to: (i) install, use and execute the Software on computers that CUSTOMER owns or leases for purposes of serving CUSTOMER's internal business needs; (ii) transfer or copy the Software from one of CUSTOMER's computers to another; (iii) store the Software's machine-readable instructions or data on a temporary basis in main memory, extended memory, or expanded memory of such computers as necessary for such use; and (iv) transmit such instructions or data through CUSTOMER's computers and associated devices.

3.3 CUSTOMER may only use the Software within the limited scope of this Agreement. In particular, and without limitation, CUSTOMER agrees that it and its employees will not: (i) assign, sublicense, transfer, pledge or grant a security interest in, lease, rent or share CUSTOMER's rights under this Agreement with any third party; (ii) reverse assemble, reverse compile, cross compile or otherwise adopt, translate or modify the Software; or (iii) refer to or use any portion of the Software as a part of any effort to develop any other software program.

3.4 Software license fees shall be paid by CUSTOMER solely in consideration of the licenses granted under this Agreement and shall be invoiced and payable in the amounts and at times specified in attached Exhibits A and B.

4. SERVICES AND TRAINING

4.1 In consideration of CUSTOMER's payment of fees specified in Exhibit A, LETG shall also furnish the services for installation of the System as specified in Exhibit A.

4.2 Also in consideration of CUSTOMER's payment of fees specified in Exhibit A, LETG shall provide CUSTOMER with on-site live training for CUSTOMER's administrative/technical support, system administrator, supervisor, and end-user personnel. LETG shall utilize the training sessions to exclusively train CUSTOMER personnel on the use of the System. The training should provide CUSTOMER personnel with an understanding of how to best integrate and configure the System; assist them with development of skills necessary to take full advantage of the System's functions and features; and provide them with a working knowledge of the System as it relates to their daily job functions and the procedures of CUSTOMER. Training must include, but is not limited to, instructions on software installation and upgrades; configuration, administration and maintenance of the System; addressing System failures; data and program backup and recovery procedures; understanding the elements of each application and how it relates to the total

System; Integration between CAD, Records, and Mobiles; and basic and advanced use of each application.

4.3 Service and training fees shall be paid by CUSTOMER solely in consideration of the services to be provided by LETG under this Agreement and shall be invoiced and payable in the amounts and at times specified in attached Exhibits A and B.

5. HARDWARE

5.1 In consideration of CUSTOMER's payment of fees specified in Exhibit A, LETG shall also furnish CUSTOMER with the hardware for the System specified in Exhibit A. After payment for the hardware has been made in full by CUSTOMER, CUSTOMER shall be the owner of all hardware furnished by LETG. CUSTOMER shall be responsible for any applicable sales taxes and shipping expenses related to its purchase and delivery of the hardware.

5.2 Hardware fees shall be paid by CUSTOMER solely in consideration of the hardware to be provided by LETG under this Agreement and shall be invoiced and payable in the amounts and at times specified in attached Exhibits A and B.

6. COORDINATED PURCHASES

6.1 CUSTOMER shall appoint one individual to be the Project Coordinator. The Project Coordinator shall be responsible for the general supervision and direction of the work by LETG pursuant to this Agreement on behalf of CUSTOMER. The Project Coordinator is recognized by CUSTOMER and LETG as CUSTOMER's interpreter of the Agreement and Exhibits and, in the case of any discrepancy occurring between the terms of this Agreement and the work to be completed, the decision of the Project Coordinator on behalf of CUSTOMER shall be final. The Project Coordinator shall, within a reasonable time, make decisions on all claims of LETG on all matters relating to the execution and progress of the work, or the interpretation of this Agreement, subject to any necessary CUSTOMER city/county board approval. The Project Coordinator shall have the authority to stop the work whenever such stoppage may be necessary to insure proper execution of the Agreement.

7. SYSTEM REQUIREMENTS

7.1 The System, as installed by LETG shall have the following capabilities:

- a) It shall interface with all necessary State and Federal agencies, as agreed upon in Exhibit A;
- b) It shall utilize a relational database;
- c) Its application security shall provide flexible access control down to the section level allowing specific access permissions such as update, view only and prohibited view;
- d) It shall provide the ability for users to tailor system reports and create ad hoc reports;
- e) It shall have the ability for users to adjust common variables such as codes, tables, report parameters and screen displays without the services of a professional programmer;
- f) It shall provide for extensive on-time, single-point of entry data collection in order to eliminate redundancy;
- g) It shall allow storage and retrieval of historical data online;
- h) It shall provide various levels of data validation at entry especially for any master files;

i) It shall provide immediate error checking for data entry elements at time of initial entry;

j) It shall allow multiple users to access the same programs simultaneously;

k) It shall allow for global queries using various values, ranges, partials and wild cards;

l) It shall provide for multiple levels of data security control including access by users, terminals, or departments and by transactions, functions and/or files;

m) It shall have the ability to update a master record or file and have the modification applied throughout all areas of the System;

n) It shall provide a graphical user interface and make optimum use of menus, shortcuts and function keys;

o) It shall have a consistent design and use of controls within applications to reduce user training and system administration;

p) It shall allow for training and testing without impacting live activity or records.

8. PAYMENT TERMS

8.1 Payment shall be made by CUSTOMER to LETG in accordance with the Payment Schedule attached to this Agreement as Exhibit B. LETG shall invoice CUSTOMER for the amount due pursuant to the Payment Schedule. The invoice shall contain an itemized list of the equipment, software or services furnished; the date completed; any delivery dates; and any applicable sales tax or delivery charges. CUSTOMER shall pay all invoices submitted within 30 days of receipt.

CUSTOMER is responsible for paying all sales taxes relating to this Agreement, the software, any hardware or services provided or payments made under this Agreement. Applicable sales tax amounts (if any) are not included in the fees set forth in this Agreement. If CUSTOMER is exempt from the payment of any such sales taxes, CUSTOMER must provide LETG with a valid tax exemption certificate; otherwise, absent proof of CUSTOMER's direct payment of such sales tax amounts to the applicable taxing authority, LETG will invoice CUSTOMER for and CUSTOMER will pay to LETG all such sales tax amounts;

8.2 CUSTOMER may request from LETG additional services, software or equipment outside the scope of this Agreement. CUSTOMER shall receive from LETG in advance an estimate of the cost of the requested service, software or equipment. LETG shall receive for all approved CUSTOMER requests a signed work order from CUSTOMER and a deposit equal to fifty percent of the estimated cost. CUSTOMER shall pay LETG the remaining amount upon completion of the work by LETG;

8.3 CUSTOMER may withhold from payment to LETG such an amount or amounts as may be necessary to cover the following:

- a) Defective work that is not remedied;
- b) Claims for labor or materials furnished to LETG by subcontractors that remain unpaid; and
- c) Evidence of damage to be caused by LETG in connection with the work under the Agreement for which a claim has been or will be asserted against LETG or CUSTOMER

8.4 Upon completion of the work and its acceptance by CUSTOMER, the LETG shall prepare a final invoice containing complete scope of each and every item of the project performed by LETG, and the amount outstanding to be paid.

9. PERSONNEL

9.1 LETG shall provide CUSTOMER with the names of all LETG personnel and subcontractors that will be providing the services to CUSTOMER pursuant to this Agreement. During the course of providing the services, LETG shall, within a reasonable amount of time, notify CUSTOMER of any changes to any of the listed personnel or subcontractors. In the event that LETG personnel or subcontractors are not performing the services in accordance with the terms and conditions of this Agreement, CUSTOMER shall have the right to request that LETG remove and replace such LETG personnel or subcontractors providing services. Within a reasonable amount of time after receipt of CUSTOMER's request, LETG shall replace such personnel or subcontractors at no additional cost to CUSTOMER.

9.2 LETG shall ensure that its employees and subcontractors shall, whenever on CUSTOMER's premises, obey all instructions and directions issued by CUSTOMER with respect to rules, regulations, policies and security procedures applicable to work on CUSTOMER's premises. LETG agrees that its personnel and the personnel of its subcontractors shall comply with all rules, regulations, and security procedures, issued by CUSTOMER.

10. CUSTOMER RESOURCES

10.1 Throughout the duration of this Agreement, LETG shall identify and request in writing from CUSTOMER's Project Coordinator, any CUSTOMER resources that may reasonably be required by LETG to perform the services pursuant to this Agreement including all information, CUSTOMER staff time, equipment, facilities or materials needed by LETG. LETG shall make best efforts to request these CUSTOMER resources far enough in advance to allow adequate planning and availability on CUSTOMER's part and to avoid unnecessary expenses or overtime costs to be incurred by CUSTOMER.

11. PROJECT SCHEDULE

11.1 CUSTOMER and LETG will establish a detailed project schedule that outlines the project's lifecycle, key milestones and a detailed work breakdown schedule. An example high-level Project Schedule is attached to this Agreement as Exhibit C. If any changes are needed to the Project Schedule during the term of this Agreement, they shall be mutually agreed upon by both parties in writing.

12. FINAL ACCEPTANCE

12.1 LETG shall deliver and install each Module according to the Project Schedule which is attached to this Agreement as Exhibit C. Final acceptance is the point in which CUSTOMER begins to use the systems in production/ live mode.

13. WARRANTY

13.1 LETG shall warrant to CUSTOMER that all applications have been developed at a professional standard meeting or exceeding the widely accepted industry standards. LETG also warrants to CUSTOMER that all applications conform in all material respects to published specifications, sales literature and functionality requirements, which LETG believes are sufficient, necessary or reasonably desired to operate and maintain a web-based public safety management system. LETG also warrants to CUSTOMER that all LETG applications are original, solely owned by LETG and do not infringe or violate the intellectual property law or other rights of any third party. LETG shall also be held responsible for any and all defects in Interface and Integration workmanship, software, materials and equipment which may be developed in any part of the entire project, with the exception of hardware or related equipment provided or specified, but not manufactured by LETG, which warranties are limited to the following: All hardware and related equipment provided by LETG shall entitle CUSTOMER to the full and unrestricted rights and benefits of each express, limited or other warranty

offered by any manufacturer or distributor thereof, and all hardware or related equipment provided or specified by LETG for use herein shall be fully integrated with and be reasonably suitable and appropriate for operation, improvement and maintenance of the Software and related materials licensed and provided hereunder by LETG. Upon written notice by CUSTOMER, LETG shall immediately replace and make good to CUSTOMER any such faulty work and damage done by reason of same, during the period of one (1) year from the date of final acceptance of the project. Final payment by CUSTOMER shall not relieve LETG of responsibility for faulty software material or workmanship.

13.2 During the warranty period, LETG shall correct material defects which materially impair the use or function of the system within a period of five days of written notification by CUSTOMER, unless there are circumstances out of LETG's control that will prevent LETG from correcting the defects within five days. In that case, LETG shall provide CUSTOMER with a written explanation that includes the amount of time that it will take for LETG to correct the defects. LETG shall correct all other defects that do not prevent use by CUSTOMER within thirty days. If LETG fails to cure the defects within the specified amount of time, CUSTOMER may remedy the defective work and LETG shall be responsible for any expenses incurred by CUSTOMER in obtaining this remedy.

13.3 All software provided by LETG is and shall be free of viruses, worms, and Trojan horses, and any code designated to disable the software because of passage of time, alleged failure to make payments due, or otherwise (except for documented security measures such as password expiration functions).

13.4 OTHER THAN THE LIMITED WARRANTIES SET FORTH IN THIS SECTION, LETG MAKES NO OTHER IMPLIED OR EXPRESS WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BY THIS SECTION, LETG EXPRESSLY DISCLAIMS, AND CUSTOMER WAIVES AND HEREBY UNDERSTANDS THAT LETG EXPRESSLY DISCLAIMS, ANY OTHER IMPLIED OR EXPRESS WARRANTIES, EXCEPT THE WARRANTIES EXPRESSLY SET FORTH HEREIN.

14. INDEMNIFICATION

14.1 LETG shall indemnify, defend and hold harmless CUSTOMER and all of its officials, employees, contractors and agents from and against any and all losses, damages, expenses, including attorneys' fees arising from all suits, actions, or claims of any character, name and description, brought for, or on account of any injuries or damages received or sustained by any person, or persons or property by or from the said LETG or by or in consequence of any neglect in safeguarding the work, or through the use of unacceptable materials or by or on account of any act or omission, neglect or misconduct of LETG or its personnel or subcontractors, or by or on account of any claims or amounts recovered for any infringement of patent, trademark or copyright, or from any claims or amounts arising or recovered under the "Worker's Compensation Law", or violation of any other law, ordinance, order or decree.

14.2 Should such Software become, or in LETG's opinion, be likely to become the subject of such a claim of infringement, then CUSTOMER will permit LETG to at LETG's option and expense (i) to procure for CUSTOMER the right to continue using the same under the terms of this Agreement, or (ii) to replace or modify the same so that it becomes non-infringing so long as it is substantially equivalent in function. Any replacement or modification of the Software shall not adversely affect the performance of the overall System and services being provided to CUSTOMER. If LETG is unable to procure for CUSTOMER the right to continue to use the Software or is unable to replace or modify the Software, CUSTOMER may terminate this Agreement and return all Software and equipment at LETG's expense. All payments made to LETG by CUSTOMER shall be refunded.

15. INSURANCE

15.1 Throughout the term of this Agreement, LETG shall comply with the insurance requirements set forth in this Section. In the event that LETG

fails to procure and maintain each type of insurance required by this Agreement, or in the even that LETG fails to provide CUSTOMER with the required certificates of insurance, CUSTOMER shall be entitled to terminate this Agreement immediately upon written notice to LETG.

15.2 LETG shall not commence any work in connection with this Agreement and shall not allow any subcontractor to commence any work under this Agreement until LETG has obtained all of the types of insurance set forth in this Section and CUSTOMER has approved such insurance, if requested. All insurance policies required by this Section shall be with insurers qualified and doing business in Minnesota. LETG shall name CUSTOMER as an additional insured under the policies required by this Section. Certificates of all required insurance shall be furnished to CUSTOMER and shall contain the provision that CUSTOMER will be given thirty days written notice of any intent to amend or terminate by either the insured or the insuring company.

15.3 LETG agrees to purchase and maintain technology consulting errors and omissions insurance during the term of this Agreement. The amounts of such insurance shall not be less than \$1,000,000.

15.4 LETG agrees to purchase and maintain commercial liability insurance during the term of this Agreement that includes coverage for bodily injury and property damage. The amounts of such insurance shall be not less than \$2,000,000 bodily injury/each occurrence/aggregate and \$2,000,000 property damage/each occurrence/aggregate, or \$2,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal injury liability and contractual liability, and any other liability assumed by LETG under the Indemnification provision of this Agreement.

15.5 LETG agrees to purchase and maintain workers' compensation insurance during the term of this Agreement. LETG shall meet the statutory requirements of the State of Minnesota with respect to this policy.

15.6 LETG agrees to purchase and maintain automobile insurance on all automotive equipment owned, rented or borrowed by LETG that includes coverage for bodily injury and property damage. The amounts of such insurance shall be not less than \$2,000,000.

16. DEFAULT

16.1 Prior to final acceptance or during the warranty period, CUSTOMER shall have the right to declare LETG in default of the whole or any part of this Agreement if, LETG is unable to cure such Event of Default within twenty days of the date of CUSTOMER's written notice. For purposes hereof, an "Event of Default" shall mean any of the following occurrences:

- a) LETG fails to commence work;
- b) LETG abandons the project;
- c) LETG refuses to proceed with the project when directed by CUSTOMER;
- d) LETG sublets, assigns, transfers, conveys or otherwise disposes of this Agreement, unless approved by CUSTOMER;
- e) CUSTOMER finds that LETG is or has been willfully or in bad faith violating any of the provisions of this Agreement;
- f) CUSTOMER finds that LETG is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the project; or the award of necessary subcontracts, or the placing of necessary material and equipment orders;
- g) LETG does not maintain the insurance required by this Agreement;
- h) The Software provided by LETG is subject of a copyright infringement suit or any other legal action and LETG is unable to provide CUSTOMER with sufficient modifications or procure for CUSTOMER the right to continue to use the Software;

i) LETG fails or refuses to proceed with the work required by this Agreement;

j) Any other material breach of any agreements between LETG and CUSTOMER.

16.2 If LETG is unable to cure the Event of Default, either prior to final acceptance or during the warranty period, CUSTOMER may terminate this Agreement and return the software and equipment to LETG at LETG's expense. LETG shall then refund all amounts paid by CUSTOMER pursuant to this Agreement.

17. CHOICE OF LAW

17.1 Exclusive venue for any dispute between the parties arising out of or relating to this Agreement, or breach thereof, shall be in the state or federal court with competent jurisdiction in Washington County, Minnesota. This Agreement shall be governed by and construed and enforced in accordance with the laws of the United States and the State of Minnesota.

18. ENTIRE AGREEMENT

18.1 This Agreement is the complete and exclusive statement of the agreement between CUSTOMER and LETG and supersedes all prior and contemporaneous negotiations, discussions, proposals, and understandings, oral, written or implied, including those involving any agent of either party, relating to the subject matter herein. No representations or statements made by either party or either party's agents not expressly set forth or referenced in this Agreement shall be binding on either party. Rights, obligations and warranties under this Agreement extend to CUSTOMER and LETG only and no other person shall be considered a third party beneficiary of this Agreement or be otherwise entitled to any rights or remedies under this Agreement.

19. WAIVER/AMENDMENT

19.1 The terms of this Agreement may only be modified, expanded or added to by a written agreement executed by both parties. No oral communication between the parties or their agents before or after execution of this Agreement shall be binding on either party. No waiver by either party of any breach of any term or condition hereof shall be effective or enforceable unless made in writing signed by both parties and no waiver shall be interpreted as a continuing waiver or a waiver of any future obligation.

20. ASSIGNMENT

20.1 No assignment by LETG of this Agreement or any part thereof or of the funds to be received there under by LETG, shall be recognized unless such assignment has had the written approval of CUSTOMER .

21. NOTICES

21.1 Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service), or by facsimile with correct answerback received, and shall be effective upon receipt.

CUSTOMER
Hokah Police Department
102 Main Street
Hokah, MN 55941
Attention: Chief Robert W. Schuldt

LETG
1951 Woodlane Drive
Woodbury, MN 55125
Attention: David Norris

22. ANNUAL MAINTENANCE

22.1 CUSTOMER's annual software maintenance costs are listed in Exhibit A and are governed by the terms and conditions of the Maintenance and Support Agreement executed by LETG and Houston County, Minnesota (the host of CUSTOMER's system). The maintenance fees will include ongoing routine updates. Any customized modifications are not included.

23. DATA PRACTICES

23.1 All data collected, created, received, maintained, or disseminated for any purposes by the activities of LETG because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

24. RECORDS – AVAILABILITY AND RETENTION

24.1 Pursuant to Minn. Stat. Sec. 16C.05, subd. 5, LETG agrees that CUSTOMER, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of LETG and involve transactions relating to this Agreement.

LETG agrees to maintain these records for a period of six years from the date of termination of this Agreement.

The parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

City of Hokah, Minnesota

Law Enforcement Technology Group, LLC.

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Name: _____

Title: _____

Signature: _____

Exhibit A – Pricing

Item	Description	Qty Type	Qty	Total Cost
LETG RMS				
RMS Software				
LETG RMS	Public safety records management system	User	1	
LETG Evidence	Evidence management system	Included	1	
LETG Link Integration	Project management, setup and testing of LETG's inter-agency information sharing service that facilitates federated searches by name and DOB for individuals identified in the law enforcement records of all participating agencies (currently 70+ agencies and over 5 million name records in Minnesota)	Deployment	1	
BCA eCharging Interface Adaptor	MN BCA eCharging adaptor for eCitations and Incident referral	Deployment	1	Possible BCA Reimbursement
<i>Sub-Total RMS Software</i>				\$2,100
Third Party Mobile				
Public On-line Crime Mapping	Plots agency defined incident data on national crime map with link on agency website	Annually/Agency	1	Included with RMS
<i>Sub-Total Third Party Software</i>				\$0
RMS Hardware				
E-Pad II	Electronic signature pad	Device	1	
Dymo 400 Turbo Label	Evidence label printer	Device	1	
<i>Sub-Total RMS Hardware</i>				\$295
RMS TOTAL				\$2,395
LETG MOBILE				
Mobile Software				
LETG Mobile Client	In vehicle law enforcement computing client software	Workstation	1	
LETG Field Reporting	Field contact software (Includes Ticketwriter, Accidentwriter and Impound/Tow forms)	Workstation	1	
LETG Dynaforms	Interactive form generator (LETG Mobile or CI Submission Service Req'd)	Workstation	1	
LETG Mobile Mapping	Incident mapping by LETG	Workstation	1	
<i>Sub-Total Mobile Software</i>				\$2,621
Third Party Mobile				
NetMotion VPN Server/Client License	Mobility XE Pilot - Houston County to Provide and Host	Deployment	0	
<i>Sub-Total Third Party Software</i>				\$0
Mobile Hardware				
Brother PocketJet 6 Plus	Form Printer Including Armrest and Cables	Device	0	
<i>Sub-Total Mobile Hardware</i>				\$0
MOBILE TOTAL				\$2,621
Total Project				\$5,016
Annual Maintenance				\$803

Exhibit B – Payment Schedule

Hardware, Software & Services: 50% (\$2,508) plus any MN Sales Taxes due upon signing of Agreement

50% (\$2,508) due upon Acceptance (when CUSTOMER begins to use the system in a production / live mode

Annual Maintenance & Support: First annual payment (\$803) due when CUSTOMER begins to use the system in a production / live mode and will be pro-rated for the remainder of that calendar year; subsequent years billed on January 1st

Exhibit C – Project Schedule (Summary High Level Plan)

Upon Execution of this Agreement by all of the Parties:

- Kick-off planning meeting with LETG and CUSTOMER representatives
- LETG installs server and network components (if purchased from LETG)
- LETG tests server and network components
- LETG obtains device IDs from the Bureau of Criminal Apprehension
- LETG helps coordinate the installs of mobile hardware
- LETG tests mobile hardware and mobile connectivity
- LETG installs server software components
- LETG installs applicable Mobile/CAD/RMS/Field Reporting/Jail/Civil/Warrants software
- LETG tests interfaces

Complete Acceptance Testing and Certification

- Applicable RMS, Field Reporting, Mobile, CAD, Jail, Civil, Warrants software goes live

Final acceptance

- Final acceptance is the point in which CUSTOMER begins to use the systems in production/ live mode.

* *Many of the processes identified in this Project Schedule will occur concurrently. All processes are dependent on the completion of certain other tasks outside of LETG's responsibilities in this Agreement. This includes but is not limited to the installation of network hardware and software to be done by CUSTOMER. LETG is committed to a timely and successful implementation of the software. LETG agrees to work closely with CUSTOMER representatives in order to implement the software.*