



Agreement of VertiQ Software LLC for Maintenance & Support for CME and LIMS

THIS SOFTWARE MAINTENANCE, AND SUPPORT AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN MIAMI-DADE COUNTY , A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND VERTIQ SOFTWARE, LLC A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF CALIFORNIA HAVING ITS PRINCIPAL OFFICE AT 2125 18525 SUTTER BLVD., SUITE 280, MORGAN HILL, CALIFORNIA 95037 (HEREINAFTER REFERRED TO AS THE "LICENSOR").

RECITALS

- A. County is the owner of, or has acquired perpetual rights to, certain VertiQ Software and Documentation.
- B. Licensor shall provide the required maintenance and support services for the Software licensed by the County on the conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 "Designated Equipment" shall mean the hardware products identified on Exhibit "A" with which the Software is licensed for use by the County.
- 1.2 "Documentation" shall mean all manuals, user documentation, and other related materials pertaining to the Software which are furnished to Licensee by County in connection with the Software.
- 1.3 "Additional Individual License Fee" shall mean the fee associated to purchase additional licenses the following price as outlined in Appendix B "Price Schedule".
- 1.4 "Software" shall mean the computer programs in machine readable object code form listed in Exhibit "A" attached hereto and any subsequent error corrections or updates supplied to the County by the Licensor pursuant to this Agreement. Exhibit "A" may be amended from time to time by the parties in writing.
- 1.5 "Projects" and "Services" shall mean enhancements or modifications to the licensed Software in the areas of business strategy, business integration, business process improvement, training, management development, project management, computer programming, systems integration, data processing, software development and other specific activities related to improving the County's computer systems, training or personnel to operate the same, creation or modification of software, and related consulting activities.
- 1.6 "Maintenance and Support Services" shall mean the support required for the County to achieve optimal performance of the licensed Software.
- 1.7 "User Support" shall mean asking VertiQ for user support relating to the use of the Software, by telephone, fax or Internet email.
- 1.8 "Enhancement" means any standard modifications or additions that, when made or added to the Software, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction.
- 1.9 "Major Enhancement" means a major Enhancement, modification or additional module that VertiQ distributes for an additional license fee that may be purchased by the County.



1.10 "Error" means any reported and reproducible failure of the Software to perform substantially in accordance with its end-user documentation.

1.11 "Error Correction" means either a modification, patch or work around, that, when made or added to the Software, brings the application into material conformity with the end-user documentation, or a procedure or routine that, when observed in the regular operation of the Software, avoids the practical adverse effect of such nonconformity.

ARTICLE 2. GRANT OF RIGHTS

2.1 License. The License granted for Software under Appendix "C", Original Agreement authorizes the County on a nonexclusive basis to use the Software on Designated Equipment as outlined in Exhibit "A".

2.2 Additional Licenses. During the term of the Agreement, should the County wish to purchase additional licenses from the Licensor, the fees shall be according to Appendix B "Payment Schedule". All additional licenses purchased shall be documented in writing by the Licensor and incorporated into this agreement and added to Exhibit "A".

ARTICLE 3. DELIVERY

3.1 Web Based Software. Web based applications shall be delivered to the County with seven (7) days of the execution of this agreement. All County license keys, usernames, and passwords shall be authenticated by the Licensor and perform according to Appendix A "Scope of Services".

3.2 Documentation. VertiQ supplies full online help for the System Administrator. CME supports user defined help. As this is a customized system, there are no restrictions on the number of forms that a client may have in their system or on the content of these forms. Therefore it is not possible for us to supply pre-determined user help. Our clients use the MS Help compiler to create their in-house specific help system. A special Help icon exists on the CME banner to provide access to User Help.

ARTICLE 4. AGREEMENT TERM

4.1 The Agreement shall become effective on the date it is signed by both the County and the licensor. If not signed by both parties on the same date the effective date of the agreement will be on the date that the second party has signed and shall be for the duration of fifteen (15) year(s).

4.2 Extension. The County also reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) calendar days beyond the current Agreement period or beyond any of the renewals.

4.3 Notification. The County will notify the Licensor in writing of the extension. This Agreement may be further extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Licensor, upon approval by the Board of County Commissioners.

ARTICLE 5. SUPPORT AND MAINTENANCE SERVICES

5.1 Software updates are included as part of the technical support and maintenance services and upon notification by the Licensor can be downloaded by the County electronically.



5.2 Accessing Technical Support. County may contact technical support between 8:00 a.m. and 5:00 pm Pacific Standard Time, Monday – Friday excluding public holidays.

5.3 On Site Visits. In lieu of on-site visits, VertiQ will provide two (2) video conferences per year with the Miami Dade County Medical Examiners Department for the purpose of assisting in developing specifications for future work, problem solving, or training. Should an on-site visit be necessary for the Miami Dade County Medical Examiners Department the County shall be liable for any such expenses that have been approved in advance, in writing, by the County and obtain the appropriate insurance requirements as applicable.

ARTICLE 6. SOFTWARE MODIFICATIONS

6.1 Error Corrections and Updates. The Licensor will provide the County with error corrections, bug fixes, patches or other updates to the Software licensed hereunder in object code form to the extent available in accordance with the Licensor’s release schedule for the term of this Agreement.

6.2 Enhancements or Modifications. Enhancement means any standard modifications or additions that, when made or added to the Software, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. VertiQ may designate Enhancements as standard or major, depending on its assessment of their value and of the functionality added to the Software.

6.3 Modifications or Customizations. VertiQ offers modifications or customizations of the Software for specific in-house requirements to its customers. VertiQ provides such customization services at the rates set forth in Appendix B “Price Schedule” VertiQ is also willing to prepare a Statement of Work (SOW) for any specific request by a customer and to prepare a fixed price quotation for such custom work.

6.4 Title to Modifications. All such error corrections, bug fixes, patches, updates or new releases shall be the sole property of the Licensor.

ARTICLE 7. MAINTENANCE, SUPPORT FEE AND PAYMENT

7.1 Additional License Fee. In consideration of the license rights granted in Article 2 above, the County shall pay the Software License Fees or other consideration for the Software and Documentation as set forth on Appendix B “Price Schedule” attached hereto. All amounts payable hereunder by the County shall be payable on an annual basis. The County shall have no obligation to pay the Licensor or any additional sum in excess of this amount, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and the Licensor. All Services undertaken by the Licensor or before County’s approval of this Agreement shall be at the Licensor’s risk and expense.

7.2 Travel. With respect to travel costs and travel related expenses, the Licensor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

7.3 Fixed Pricing. Prices shall remain firm and fixed for the term of the Agreement, including any option or extension periods; however, the Licensor may offer incentive discounts to the County at any time during the Agreement term, including any renewal or extension thereof.

7.4 Invoices. All invoices issued by the Licensor, shall be supported by receipt bills or other documents reasonably required by the County. Invoices shall show the County’s Agreement number, and shall have a unique invoice number assigned by the Licensor. It is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments be made on late



payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County.

Invoices and associated back-up documentation shall be submitted in duplicate by the Licensor to the County as follows:

Miami-Dade County
Medical Examiners Office
1851 NW 10th Ave.
Miami, FL 33136

Attention: Accounts Payable

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 8. PROTECTION OF SOFTWARE

8.1 Proprietary Information. The Licensor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

8.2 Proprietary Rights. VertiQ shall have sole right, title, and interest in and to the Software and all documentation relating to the Software (including its development or its operation, testing or use, and all reports and copies created), and all intellectual property rights associated with the Software (including, without limitation, rights to copyrights, patents, trade secrets, and know-how).

8.3 No Reverse Engineering. The County agrees not to modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof.

8.4 Ownership. County further acknowledges that all copies of the Software in any form provided by the Licensor are the sole property of the Licensor. The County shall not have any right, title, or interest to any such Software or copies thereof except as provided in this Agreement, and further shall secure and protect all Software and Documentation consistent with maintenance of Licensor's proprietary rights therein.

ARTICLE 9. CONFIDENTIALITY

9.1 As a political subdivision of the State of Florida, Miami-Dade County is subject to Florida's Public Records Law, Section 119 of the Florida Statutes. Notwithstanding anything else in this Article to the contrary, the County's compliance with, or good faith attempt to comply with the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.

VertiQ shall have sole right, title, and interest in and to the Product and all documentation relating to the Product (including its development or its operation, testing or use, and all reports and copies created), and all



intellectual property rights associated with the Product (including, without limitation, rights to copyrights, patents, trade secrets, and know-how). This Agreement does not provide you with title or ownership of the Product, but only a right of limited use under this license.

In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Licensor nor its employees, agents, subconsultants or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Licensor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

9.3 Maintenance of Confidential Information. The Licensor shall advise each of its employees, agents, subconsultants and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subconsultants or supplier's employees, present or former. In addition, the Licensor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

9.4 Injunctive Relief. It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Licensor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Licensor or its employees, agents, subconsultants or suppliers without the prior written consent of the County.

9.5 Survival. Licensee's obligations under this Article 9 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

ARTICLE 10. WARRANTIES

10.1 Ownership. The Licensor represents that it is the owner of the entire right, title, and interest in and to Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder except as stated herein.

10.2 Limited Warranty. Licensor represents and warrants to the County that the Software, when properly installed by the County and used with the Designated Equipment, will perform substantially as described in Licensor's then current Documentation for such Software.

10.3 Limitations. Notwithstanding the warranty provisions set forth in Section 10.2 above, all of Licensor's obligations with respect to such warranties shall be contingent on County's use of the Software in accordance with this Agreement and in accordance with Licensor's instructions as provided to the County in the Documentation, as such instructions may be amended, supplemented, or modified by the Licensor from time to time. The Licensor shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, or extreme power surge.

ARTICLE 11. INDEMNIFICATION

Licensor shall indemnify, hold harmless and defend the County against any action brought against the County to the extent that such action is based on a claim that the unmodified Software, when used in accordance with this Agreement, infringes a United States copyright and Licensor shall pay all costs, settlements and damages finally awarded; provided, that the County promptly notifies Institution in writing of



any claim, and provides all reasonable assistance in connection therewith. If any Software is finally adjudged to so infringe, or in Licensor's opinion is likely to become the subject of such a claim, the Licensor and County upon mutual agreement shall, at its option, either: (i) procure for the County the right to continue using the Software (ii) modify or replace the Software to make it noninfringing, or (iii) refund the fees paid, upon return of the Software. Licensor shall have no liability regarding any claim arising out of: (i) use of the Software in combination with non-County software, data or equipment if the infringement was caused by such use or combination, (ii) any modification or derivation of the Software not specifically authorized in writing by the Licensor or (iii) use of third party software.

ARTICLE 13. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) To the County Project Manager:

Miami-Dade County
Medical Examiners Department
1851 NW 10TH Ave.
Miami, FL 33136

Attention: Sergio Bonilla
Phone: (305) 545-2429
Fax: (305) 545-2418
E-Mail: sbonilla@miamidade.gov

and,

to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974

Attention: Leida Altman Carrillo
Phone: (305) 375-1084
Fax: (305) 375-5688
E-Mail: lcarril@miamidade.gov

(2) To the Licensor

VertiQ Software LLC
18525 Sutter Blvd., Suite 280
Morgan Hill, CA 95037

Attention: Rolf Kessel, CFO
Phone: 408-778-0608
Fax: 408-782-0850
E-mail: rolf@vertiq.com



Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 14. NONASSIGNABILITY

Licensor shall not assign this Agreement or its rights hereunder without the prior written consent of the County.

ARTICLE 15. INSPECTOR GENERAL REVIEWS

15.1 Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Licensor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Licensor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Licensor, its officers, agents, employees, subconsultants and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Licensor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Licensor or any third party.

15.2 Miami-Dade County Inspector General Review. According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County Agreements, throughout the duration of said Agreements, except as otherwise provided below. The cost of the audit for this Agreement shall be one quarter (1/4) of one (1) percent of the total Agreement amount which cost shall be included in the total Agreement amount. The audit cost will be deducted by the County from progress payments to the Licensor. The audit cost shall also be included in all change orders and all Agreement renewals and extensions.

15.3 Exception. The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following Agreements: (a) IPSIG Agreements; (b) Agreements for legal services; (c) Agreements for financial advisory services; (d) auditing Agreements; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance Agreements; (h) revenue-generating Agreements; (i) Agreements where an IPSIG is assigned at the time the Agreement is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted Agreement at the time of award

15.4 Inspector General Powers. Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County Agreements including, but not limited to, those Agreements specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust Agreements, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Agreement. The Inspector



General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Licensor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with Agreement specifications and to detect fraud and corruption.

- a) Upon written notice to the Licensor from the Inspector General or IPSIG retained by the Inspector General, the Licensor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Licensor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Agreement, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and Agreement documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 16. GOVERNING LAW

This Agreement, including appendices, and all matters relating to this Agreement (whether in Agreement, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

ARTICLE 17. COUNTY USER ACCESS PROGRAM (UAP)

17.1 User Access Fee. Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Agreement is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Agreement, or any Agreement resulting from this solicitation and the utilization of the County Agreement price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Agreement usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Licensor providing goods or services under this Agreement shall invoice the Agreement price and shall accept as payment thereof the Agreement price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

17.2 Joint Purchase. Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Agreement pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Licensor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Licensor participation in this joint purchase portion of the UAP, however, is voluntary. The Licensor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Licensor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance



shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Licensor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Licensor and shall be paid by the ordering entity less the 2% UAP.

17.3 Licensor Compliance. If a Licensor fails to comply with this Article, that Licensor may be considered in default by the County in accordance with this Agreement.

ARTICLE 18. LICENSOR OBLIGATIONS

As a requirement of this Agreement, the Licensor is obligated to comply with all applicable County ordinances and state statutes. The Licensor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the Licensor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

The following County Vendor Application and Affirmative Action place information can be downloaded from the following websites:

- a) Active County Vendor Registration and County Affidavits – the vendor registration application and associated affidavits can be downloaded from the following website: http://www.miamidade.gov/dpm/vendor_registration.asp;
- b) Affirmative Action Plan – the information pertaining to this program can be obtained online from the following website: <http://www.miamidade.gov/sba> .

ARTICLE 19. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Service/Maintenance can be cancelled at any time that the Licensor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Licensor for canceling service/maintenance during the year.

ARTICLE 20. SEVERABILITY

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.



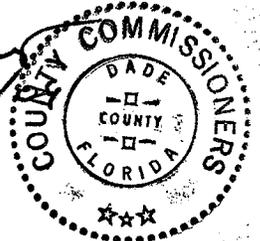
IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Agreement date herein set forth below.

VertiQ Software LLC

By: [Signature]
Name: Rolf Kessel
Title: President
Date: 10-8-08
Attest: [Signature]
Corporate Secretary

Miami-Dade County

By: [Signature]
Name: Alina T. Hudak
Title: Assistant County Manager
Date: 12/8/08
Attest: [Signature]
Clerk of the Board



Approved as to form and legal sufficiency

[Signature]
Assistant County Attorney



APPENDIX A

Scope of Services

Appendix A

Scope of Services

Maintenance includes telephone support 8:00 a.m. and 5:00 pm Pacific Standard Time, Monday – Friday excluding public holidays., bug fixes, VertiQ will provide two (2) video conferences per year with the Miami Dade County Medical Examiners Department for the purpose of assisting in developing specifications for future work, problem solving, or training. Should an on-site visit be necessary for the Miami Dade County Medical Examiners Department the County shall be liable for any such expenses that have been approved in advance, in writing, by the County and obtain the appropriate insurance requirements as applicable.



VertiQ Software LLC
18525 Sutter Blvd., Suite 280
P. O. Box 787
Morgan Hill, CA 95037

Phone: 408-778-0608

THE PRODUCT

CME

CME is a complete case and workflow management system for Coroners and Medical Examiners. The system records, tracks, and reports demographic data of deceased persons and other associated with a case; creates autopsy, investigative and toxicology reports; handles body intake and release, evidence and property tracking, storage, release, and destruction.

LIMS

Information Management System (LIMS) application that allows the department to capture and store critical information, to communicate with other County Departments, local, state, and federal agencies regarding death investigation, autopsy result, and other medical information.

SERVICES

Response Times

VertiQ undertakes to respond to a maintenance call within 3 hours during the times of support availability. This means that a VertiQ support person will contact you within 3 hours and take down the details of the problem. VertiQ uses a support database to keep track of all support activities and publishes statistics form time to time on its support effectiveness. The use of this system is an important aspect of our goal to be accountable to our clients

Support Availability

From 8:00 a.m. to 5:00 p.m. Pacific Standard Time excluding public holidays and weekends.

VertiQ is constantly enhancing CME based on the feedback reviewed from clients. On average, we bring out one new release each year. We also provide as part of our maintenance up to 12 hours of free telephone



support per annum. Part of the support services includes the ability to dial in via VPN or WebEx to help troubleshoot, so problems can be diagnosed and remedied quickly and effectively, regardless of where the customer is located.

The maintenance Fee Covers Enhancement releases and telephone support. VertiQ will provide two (2) video conferences per year with the Miami Dade County Medical Examiners Department for the purpose of assisting in developing specifications for future work, problem solving, or training. Should an on-site visit be necessary for the Miami Dade County Medical Examiners Department the County shall be liable for any such expenses that have been approved in advance, in writing, by the County and obtain the appropriate insurance requirements as applicable.

Maintenance and Enhancements

The maintenance fee covers fix releases to deal with replicable bugs. VertiQ will bring out an emergency fix release for replicable bugs that make it impossible to use the system as soon as possible. Other replicable bugs will be scheduled to be fixed in future enhancement releases.



EXHIBIT A

DESIGNATED EQUIPMENT



EXHIBIT A

Designated Equipment

Designated Equipment Model / Serial No.	Location of Equipment	Software Version (Currently Employed)
Computer Name: MEAPP DELL/Power Edge 2650/ S#: DSPGH31	1 st Floor Telephone Room (A114)	CME Original Version /Production & Test Environment
Computer Name: MEWEB1 DELL/Power Edge 2950/ S#: H300WB1	1 st Floor Telephone Room (A114)	CME VAST Version /Production & Test Environment
Computer Name: MEWEB2 DELL/Power Edge 2950/ S#: GCMYWB1	1 st Floor Telephone Room (A114)	LIMS VAST Version/Varian- Galaxie/Production & Test Environment
Computer Name: MESQL DELL/Power Edge 2850/ S#: BK46Q91	1 st Floor Telephone Room (A114)	SQL 2005 Data Server



APPENDIX B

Payment Schedule



APPENDIX B

As per the terms of this agreement, all prices pertaining to VertiQ Software LLC for Maintenance & Support for CME and LIMS shall be in accordance with the following price schedule:

Payment Schedule

Maintenance and Technical Support Service Fees for the CME Software

Fiscal Year	Maintenance Fees	Yearly Cost of Living Increase - 2.15%
2008-2009	\$11,511	\$247
2009-2010	\$11,758	\$253
2010-2011	\$12,011	\$258
2011-2012	\$12,270	\$264
2012-2013	\$12,533	\$269

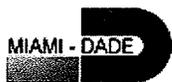
Fiscal Year	Maintenance Fees	Yearly Cost of Living Increase - 2.3 %
2013-2014	\$12,803	\$294
2014-2015	\$13,097	\$301
2015-2016	\$13,398	\$308
2016-2017	\$13,707	\$315
2017-2018	\$14,022	\$323

Fiscal Year	Maintenance Fees	Yearly Cost of Living Increase - 2.5 %
2018-2019	\$14,344	\$359
2019-2020	\$14,703	\$368
2020-2021	\$15,071	\$377
2021-2022	\$15,447	\$386
2022-2023	\$15,834	\$396

Maintenance and Technical Support Service Fees for the LIMS Software

Fiscal Year	Maintenance Fees	Yearly Cost of Living Increase - 2.15%
2008-2009	\$6,750	\$101
2009-2010	\$6,851	\$171
2010-2011	\$7,023	\$176
2011-2012	\$7,198	\$180
2012-2013	\$7,378	\$184

Fiscal Year	Maintenance Fees	Yearly Cost of Living Increase - 2.3 %
2013-2014	\$7,562	\$174
2014-2015	\$7,736	\$193
2015-2016	\$7,930	\$198
2016-2017	\$8,128	\$203



APPENDIX C

Original Agreement VertiQ Software Program License



**VERTIQ SOFTWARE
SOFTWARE SUPPORT AGREEMENT**

Date: July 11, 2003 Between

Licensor Name: VertiQ Software ("Licensor")
(under exclusive license for the use by Medical Examiner and Coroner Agencies from
Obvious Systems LLC, a Missouri Limited Liability Company having its principal business
address at 75 Bellerive Acres, MO 63121-4330, USA)

Address: 16275 Monterey Road, Suite L
Morgan Hill, CA 95037

Principal Contact: Rolf Kessel And

Customer Name: Miami-Dade County, Florida (the "County")

Address: Number One on Bob Hope Road
Miami, FL 33136

Principal Contact: Bruce A. Hyma, MD

This Agreement consists of (1) the accompanying Terms and Conditions and (2) the Program Support Description adopted from time to time with reference to this Agreement. The Program Support Description will identify the Program, will refer to this Agreement by Contract Number and will indicate the Support fees for that Program and will become effective as an integral part of this Agreement upon its execution by both you and Licensor/Support Organization.

BY SIGNING BELOW, IT IS AGREED THAT THIS AGREEMENT, INCLUDING THE ACCOMPANYING TERMS AND CONDITIONS, AND THE PROGRAM SUPPORT DESCRIPTIONS ADOPTED HEREUNDER, IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF.

ACCEPTED
BY: MIAMI DADE COUNTY, FLORIDA
[Signature]
Signature

ACCEPTED
BY: VERTIQ SOFTWARE
[Signature]
Rolf Kessel, President

Bill JOHNSON, ASSISTANT
Print Name and Title COUNTY MANAGER

Date: July 11, 2003

Date: May 14, 2003



1. **General.** Licensor is the developer and owner of the CME Toolkit ("the Program") and has entered into an agreement with the Licensee to supply the CME Toolkit and certain customization programming, installation and training services. Licensor is the only entity capable of providing ongoing maintenance and software support in the case that Licensee's own computer staff prefer to contract such maintenance software support services to an outside organization.

1.1 "You" means the single end-user customer organization signing this Agreement.

1.2 "Enhancement" means any modification or addition that, when made or added to the Program, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction

1.3 "Error" means any failure of the Program to conform in any material respect to its or their published specifications.

1.4 "Error Correction" means either a modification or addition that, when made or added to the Program, brings the Program into material conformity with its published specifications, or a procedure or routine that, when observed in the regular operation of the Program, avoids the practical adverse effect of such nonconformity.

2. **Term** The Support term for the Program shall commence as of 12:01 A.M. six (6) months following the Acceptance of the Program as provided in the Program License Agreement and its Modification Addendum. The Support term shall continue for an initial period of one (1) year from its commencement date, and shall automatically renew thereafter for subsequent terms of one (1) year each unless and until either party gives the other party at least thirty (30) days' written notice of termination in advance of the termination of the then-current term.

3. **Support.** Under this Agreement, Licensor will provide the following services:

3.1 **Error Correction.** Correction of verifiable and reproducible Errors in the Program or Custom Modifications undertaken by Licensor to the Program ("Modifications"). The Error Correction, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the Error Correction.

3.2 **Telephone Hot-Line.** Telephone hot-line support, up to 20 hours per annum. Monday through Friday from 8:30 a.m. to 5 p.m. Pacific Standard Time, to report problems or request user assistance in use of the Program.

3.3 **Remote. Dial-In Diagnostics.** To be eligible for Support Services you must have a dial in modem on your system to allow for Dial In Remote assistance. In addition, you must have the communications software defined in the Design Specification, in the Program License Addendum. Remote Dial-In Diagnostics include: (1) diagnostic or corrective actions necessary to restore proper Program operation; (2) diagnostic analysis to assist in determining the cause of the reported problem; (3) correction of data file problems; and (4) down loading of Error Corrections, or Enhancements.

3.4 **Additional Training** Additional system software user training is available at Customer Site(s) at the current per diem rate.

3.4 **Software Enhancements:** Updates to existing application software modules will be provided to fix VERTIQ Application Software errors and improve ease of use and performance. Such updates may include changes necessary to meet federal, state and county mandated requirements. All software enhancements will be provided at the sole discretion of VERTIQ.

3.6 **On Site Visit.** On site visits to your designated location are offered one day per annum to assist in developing specifications for future work, problem solving or training. The customer is expected to pay the Licensor/Support Organization for all reasonable travel and related expenses. With respect to travel



costs and travel related expenses, Licensor agrees to adhere to CH 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous costs and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

4. Deliverables.

4.1 Object Code. Unless otherwise provided in the Program Description, the Program is provided in, and may be used in, machine-readable object code form only.

5. Cooperation of Customer. You agree, if requested by Licensor/Support Organization, to submit a listing of output and any other data that Licensor/Support Organization may require in order to reproduce any Error and the operating conditions under which the Error occurred or was discovered.

6. Exceptions. The following matters are not available as Support Services:

6.1 Any problem resulting from the misuse, improper use, alteration, or damage of the Program;

6.2 Any problem caused by modifications in any version of the Program not made or authorized by Licensor/Support Organization;

6.3 Any problem resulting from computer software other than the Program;

6.4 Any problem resulting from or computer hardware or peripheral equipment. You are responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to operate the Program and to obtain Support services from Licensor/Support Organization. Licensor/Support Organization will not be responsible for delays caused by events or circumstances beyond its reasonable control.

7. Fees and Expenses. The fee and the initial Support hours are set forth in the attached Addendum. Such fee is due and payable at the beginning of the initial and each renewal year of this Support Agreement. Support fees do not include travel expenses for installation and training, optional products and services, directories, shipping charges, or the costs of any recommended hardware. You agree to pay such fees and costs, when and as the services are rendered and the expenses incurred, within forty-five (45) days of receipt of invoice by Licensor/Support Organization. Notwithstanding anything herein to the contrary, to the extent the County is, and as long as the County remains exempt from payment of any duty, tax, levy or fee under the laws of the State of Florida, Licensor shall not invoice the County for same. At any time following the expiration of the first year of Support, the hourly or daily fee may be changed, provided that Licensor/Support Organization gives you at least thirty (30) days' prior written notice of the change and provided that Licensor/Support Organization agrees that the renewal fee will not increase by more than five percent (5%) in any given year.

8. Late Charges. All payments shall be governed by the provisions of the Florida Prompt Payment Act. Payment will be made within forty-five (45) days after receipt by the County of properly prepared invoices submitted in accordance with the Florida Prompt Payment Act, and Section 2-8.1.4 of the Miami-Dade County Code.

9. Use and Restrictions. Your rights and obligations concerning the use of any Error Corrections, Enhancements, or Releases (or any other programming provided by Licensor/Support Organization, regardless of its form or purpose) shall be as provided in the Program License Agreement executed by both you and Licensor/Support Organization. Licensor/Support Organization shall have sole and exclusive ownership of all right, title, and interest in and to such works (including ownership of all copyrights and other intellectual property rights pertaining thereto), subject only to the license expressly granted to you therein. You are entitled to make and use only the number of copies of such works as you are authorized to use of the Program to which they relate, and you agree to return or destroy, as requested by Licensor/Support Organization superseded copies of the Program when replaced by such works. You may resort solely to the indemnification rights provided by Licensor/Support Organization contained in the Program License Agreement in the event of any issue or claim concerning title or



intellectual property rights.

10. Limited Warranty. Licensor/Support Organization shall perform its services hereunder in a workmanlike manner. Notwithstanding the addition of any Error Correction, Enhancement, to the Program for purposes of the Program License Agreement or its Addendum, Licensor/Support Organization's obligation to correct Errors in such additions shall be limited to the Support terms of this Agreement.

EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, LICENSOR/SUPPORT ORGANIZATION SHALL HAVE NO LIABILITY FOR THE PROGRAM OR ANY SERVICES PROVIDED, INCLUDING ANY LIABILITY FOR NEGLIGENCE; LICENSOR/SUPPORT ORGANIZATION MAKES AND YOU RECEIVE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION; AND LICENSOR/SUPPORT ORGANIZATION SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 11. Limitation of Liability; Exclusion of Consequential Damages.** The cumulative liability of Licensor/Support Organization to you for all claims relating to the Program and any services rendered hereunder, in contract, tort, or otherwise, shall not exceed the total amount of all service fees paid to Licensor/Support Organization for services within the prior year. In no event shall either party be liable to the other for any consequential, indirect, special, or incidental damages, even if such party has been advised of the possibility of such potential loss or damage. The foregoing notwithstanding, Licensor shall be liable for and hold the County harmless for all losses, cost and expense, (including reasonable attorney fees) resulting from any and all claims of personal injury or wrongful death or damage to real property or tangible personal property arising from the negligence or willful misconduct of Licensor or its officials, agents, employees, subcontractors or assigns in the performance of its rights and obligations under this Agreement. County shall notify Licensor of any such claims or suits promptly and provide reasonable cooperation at Licensor's expense and full authority to Licensor to defend or settle the suit.
- 12. Default.** Should you fail to pay any fees or charges due hereunder or fail to carry out any other obligation under this Agreement or any other agreement with Licensor/Support Organization, Licensor/Support Organization may, at its option, in addition to other available remedies, terminate this Agreement or suspend Support services, provided that it first gives you thirty (30) days' prior notice in order to permit you to cure your default. In addition, Support coverage will automatically terminate with respect to any copies of Program that are no longer licensed for use under the Program License Agreement, whether as a result of expiration or termination of such license or replacement of such copies with new Releases.
- 13. Notices.** All notices or other communications required to be given hereunder shall be in writing and shall be delivered either personally or by U.S. mail, certified, return receipt requested, postage prepaid, and addressed as provided in this Agreement or as otherwise requested by the receiving party. Notices delivered personally shall be effective upon delivery and notices delivered by mail shall be effective upon their receipt by the party to whom they are addressed.
- 14. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without application of conflicts of law principles. The venue of any action on this Agreement shall be laid in Miami-Dade County, Florida, and any action to determine the rights of the parties hereto shall be brought in the courts of the State of Florida.
- 15. Modifications and Waivers.** This Agreement may not be modified except by a writing signed by authorized representatives of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one (1) occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no use of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.



Addendum to Software Support Agreement

Program Product: CME for Windows

Database Management System: Microsoft SQL Server version 7.0 or 2000

Operating System for Server: Win 2K Server

Operating System for Client: Win 98, Win NT Workstation or Win2K Professional

Annual Support Fee: 18% of License Fees and Custom Modification Fees undertaken by Licensor

Commencing Date of Support Services Agreement: _____

IN WITNESS WHEREOF, the undersigned have signed this Addendum as effective the day and year first above written.

Agreed and Accepted by Miami-Dade County, Florida



Signature

Bill Johnson, ASSISTANT
Print Name and Title **COUNTY MANAGER**

Date: July 11, 2003


Deputy Clerk


Agreed and Accepted by VertiQ Software



Rolf Kessel, President

Date: May 14, 2003