



**FORENSIC VIDEO EQUIPMENT SOLUTION HARDWARE, SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT**

THIS HARDWARE, 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 DYNAMIC TECHNOLOGIES INC., D/B/A OCEAN SYSTEMS, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MARYLAND, HAVING ITS PRINCIPAL OFFICE AT 4016 BLACKBURN LANE, BURTONSVILLE, MD 20866 (HEREINAFTER REFERRED TO AS THE "LICENSOR").

**RECITALS**

- A. County is the owner of, or has acquired rights to the d'Tective Software, ClearID Software, and Documentation (as defined below), herein referred to as the Forensic Video Equipment Solution.
- B. Licensor shall provide the required maintenance and support services for the equipment purchased 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 equipment which are furnished to the County.
- 1.3 "Projects" and "Services" shall mean enhancements or modifications to the equipment 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.
- 1.4 "Maintenance and Support Services" shall mean the support required for the County to achieve optimal performance of the equipment as defined on Appendix A "Scope of Services" and Appendix B "Payment Schedule".
- 1.5 "Solution" shall mean the Forensic Video Equipment Solution provided by the Licensor.

**ARTICLE 2. AGREEMENT TERM**

- 2.1 The Agreement shall become effective on the date that it is signed by the County or the Licensor, whichever is later and shall continue through the last day of the 60<sup>th</sup> month.
- 2.2 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 then current Agreement period.
- 2.3 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 3. SUPPORT AND MAINTENANCE SERVICES**

Licensors shall provide the County with the following support and maintenance services:

3.1 Telephone Support. For the term of this Agreement, Licensor shall provide telephone support in the following manner: Queries for specific technical problems and failures are possible at any time. For this purpose, the County will generally leave a message indicating the exact problem description and a classification in the following priority and error levels:

- a) Level A: System does not work.
- b) Level B: System works with limited functions.
- c) Level C: System basically working. Just errors/problems with specific functions.

Licensors ensures the following response times (via phone or e-mail) to the County:

- a) Level A: Response within the two hours of notification (Monday - Friday, 8 a.m. until 5 p.m. local time).
- b) Level B: Response within twenty-four hours or less (Monday - Friday, 8 a.m. until 5 p.m. local time).
- c) Level C: Response within the next working (Monday - Friday, 8a.m. until 5 p.m. local time).

3.2 Email Support. For the term of this Agreement, Licensor shall provide support via email. The error and priority levels set forth in clause 3.1 above and the response times indicated therein are applicable.

3.3 Subject Matter of Support Services. The subject matter of support services in clauses 3.1 and 3.2 above is the help with installation or operation problems and alleged program errors. Installation services or other support services at the County's location are not a subject matter of this Maintenance Agreement.

3.4 Payments. Any and all support and maintenance services under this Agreement shall be compensated for by means of an annual flat rate. The fees are due for payment annually in advance upon invoicing by Licensor as set forth in Appendix "B".

**ARTICLE 4. FEES AND PAYMENT**

4.1 Fees. The County shall pay the Licensor for the Solution and associated maintenance support fees for the associated equipment, software, and documentation as set forth in Appendix B "Payment Schedule". All maintenance support service fees to be paid hereunder by the County shall be payable on an annual basis. The County shall have no obligation to pay the Licensor 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 before County's approval of this Agreement shall be at the Licensor's risk and expense.

4.2 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.

4.3 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.

4.4 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  
Police Department  
9105 NW 25<sup>th</sup> Street  
Room 3049  
Miami, FL 33172

Attention: Sergeant Danny Santana

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

#### **ARTICLE 5. CONFIDENTIALITY**

5.1 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.

5.2 Acknowledgement. County hereby acknowledges and agrees that the equipment and associated software constitute and contain proprietary products and trade secrets of the Licensor embodying creative efforts and confidential information, ideas, and expressions. Accordingly, the County agrees to treat (and take precautions to ensure that its employees treat) the equipment and associated software as confidential in accordance with the confidentiality requirements and conditions set forth below.

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Licensor in the course of the performance of the Agreement, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Licensor or its employees, agents, subconsultants or suppliers for any purpose other than for the benefit of the County, unless required by law.
- b) 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.

5.3 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.

5.4 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.

5.5 Survival. Licensee's obligations under this Article 5 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

#### **ARTICLE 6. PROTECTION OF SOFTWARE**

6.1 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 hard the County's proprietary interest therein.

6.2 Proprietary Rights. The Licensor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Licensor hereunder, including all copyright and other proprietary rights therein, which the Licensor as well as its employees, agents, subconsultants and suppliers may use only in connection of the performance of Services under this Agreement.

- a) All rights, title and interest in and to certain ideas, designs and methods, specifications and other documentation related thereto developed by the Licensor and its subconsultants specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- b) Accordingly, neither the Licensor nor its employees, agents, subconsultants or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Licensor, or any employee, agent, subconsultants or supplier thereof, without the prior written consent of the County, except as required for the Licensor's performance hereunder.
- c) Except as otherwise provided in subsections a and b above, or elsewhere herein, the Licensor hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth by the County in a defined SOW.

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

#### **ARTICLE 7. WARRANTIES**

7.1 Ownership. The Licensor represents that it is the owner of the entire right, title, and interest in and to the equipment, 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.

7.2 Limited Warranty. Licensor represents and warrants to the County that the Designated Equipment and associated software, when properly installed by the County, will perform substantially as described in Licensor's then current Documentation.

7.3 Limitations. Notwithstanding the warranty provisions set forth in Section 7.2 above, all of Licensor's obligations with respect to such warranties shall be contingent on County's use of the Designated Equipment 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 Equipment which are the result of accident, abuse, misapplication, or extreme power surge.

7.4 Limitation of Liability. COUNTY ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH THE LICENSOR IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION OF THE RISK OF THE COUNTY'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH COUNTY'S USE OF THE DESIGNATED EQUIPMENT, SOFTWARE, AND DOCUMENTATION.

#### **ARTICLE 8. 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, gives the Licensor sole control of the defense and settlement thereof 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 Equipment (ii) modify or replace the Equipment to make it noninfringing, or (iii) refund the fees paid, upon return of the Equipment. Licensor shall have no liability regarding any claim arising out of: (i) use of the Equipment in combination with non-County software or data if the infringement was caused by such use or combination, (ii) any modification or derivation of the Equipment not specifically authorized in writing by the Licensor or (iii) use of third party software.

#### **ARTICLE 9. DEFAULT AND TERMINATION**

9.1 Termination. The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its obligations under this Agreement with the County through fraud, misrepresentation or material misstatement.

- a) The County may, as a further sanction, terminate or cancel any other Agreement(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- b) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its obligations with the County under this Agreement through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Licensor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

9.2 Termination for Convenience. In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Licensor and in such event:

- a) The Licensor shall, upon receipt of such notice, unless otherwise directed by the County: (i) stop work on the date specified in the notice ("the Effective Termination Date"); (ii) take such action as may be necessary for the protection and preservation of the County's materials and property; (iii) take no action which will increase the amounts payable by the County under this Agreement; and
- b) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Licensor will be compensated as stated in the payment Articles, herein, for the portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
- c) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Licensor will reimburse the County a proration of the fees paid annually based on the remaining months of the term as per the compensation listed in Appendix A- Scope of Services.



d) All compensation pursuant to this Article are subject to audit.

9.3 Events of Default. This Agreement may be terminated by the non-defaulting party if any of the following events of default occur: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if either party fails to strictly comply with the provisions of Article 5 (Confidentiality) or makes an assignment in violation of Article 11 (Nonassignability); (3) if the Licensor becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors.

9.4 Effective Date of Termination. Termination due to a material breach of Articles 5 (Confidentiality), or 6 (Protection of Software) shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

9.5 Obligations on Termination. Within ten (10) days after termination of this Agreement, County shall cease and desist all use of the Software and Documentation.

**ARTICLE 10. 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  
Police Department  
9105 NW 25<sup>th</sup> Street  
Room 3049  
Miami, FL 33172

Phone: 305-471-2596  
Fax: 305-471-2996  
E-mail: [dsantana@mdpd.com](mailto:dsantana@mdpd.com)

*Attention: Sergeant Danny Santana*

**and to the Agreement Manager:**

Miami-Dade County  
Internal Services Department, Procurement Management Division  
111 N.W. 1<sup>st</sup> Street, Suite 1300  
Miami, FL 33128-1974

Phone: (305) 375-1443  
Fax: (305) 375-5688  
E-Mail: [kcraig@miamidade.gov](mailto:kcraig@miamidade.gov)

*Attention: Kimberly Craig*

**(2) To the Licensor**

Dynamic Technologies, Inc., d/b/a Ocean Systems  
4016 Blackburn Lane  
Burtonsville, MD 20866



Phone: (301) 476-8015, ext. 109  
Fax: (301) 421-1785  
E-mail: [doug@oceansystems.com](mailto:doug@oceansystems.com)

Attention: Doug Perkins

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 11. NONASSIGNABILITY**

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

**ARTICLE 12. GOVERNING LAW**

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

**ARTICLE 13. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST**

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Service Department, Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

- |  |  |
|--|--|
| <p><b>1. Miami-Dade County Ownership Disclosure Affidavit</b><br/>(Section 2-8.1 of the County Code)</p> <p><b>2. Miami-Dade County Employment Disclosure Affidavit</b> (Section 2.8-1(d)(2) of the County Code)</p> <p><b>3. Miami-Dade Employment Drug-free Workplace Certification</b><br/>(Section 2-8.1.2(b) of the County Code)</p> <p><b>4. Miami-Dade Disability and Nondiscrimination Affidavit</b><br/>(Section 2-8.1.5 of the County Code)</p> <p><b>5. Miami-Dade County Debarment Disclosure Affidavit</b><br/>(Section 10.38 of the County Code)</p> <p><b>6. Miami-Dade County Vendor Obligation to County Affidavit</b><br/>(Section 2-8.1 of the County Code)</p> <p><b>7. Miami-Dade County Code of Business Ethics Affidavit</b><br/>(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)</p> | <p><b>14. W-9 and 8109 Forms</b><br/>(as required by the Internal Revenue Service)</p> <p><b>15. FEIN Number or Social Security Number</b><br/>In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:</p> <ul style="list-style-type: none"> <li>▪ Identification of individual account records</li> <li>▪ To make payments to individual/Contractor for goods and services provided to Miami-Dade County</li> <li>▪ Tax reporting purposes</li> <li>▪ To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records</li> </ul> <p><b>16. Office of the Inspector General</b><br/>(Section 2-1076 of the County Code)</p> |
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- 8. **Miami-Dade County Family Leave Affidavit**  
*(Article V of Chapter 11 of the County Code)*
- 9. **Miami-Dade County Living Wage Affidavit**  
*(Section 2-8.9 of the County Code)*
- 10. **Miami-Dade County Domestic Leave and Reporting Affidavit**  
*(Article 8, Section 11A-60 11A-67 of the County Code)*
- 11. **Subcontracting Practices**  
*(Ordinance 97-35)*
- 12. **Subcontractor /Supplier Listing**  
*(Section 2-8.8 of the County Code)*
- 13. **Environmentally Acceptable Packaging**  
*(Resolution R-738-92)*

**17. Small Business Enterprises**

The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

**18. Antitrust Laws**

By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) **Conflict of Interest**

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

**ARTICLE 14. 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 15. 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.

LICENSOR

MIAMI-DADE COUNTY

By: [Signature]

By: [Signature]

Name: Douglas Perkins

Name: Miriam Singer

Title: Vice President

Title: AD, External Services

Date: 3/7/12

Date: 3/23/12

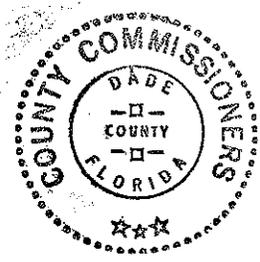
Attest: [Signature]  
Corporate Secretary

Attest: [Signature]  
Clerk of the Board *Gene Saucier*  
*3/27/12*

Corporate Seal

Approved as to form and legal sufficiency

[Signature]  
Assistant County Attorney





**APPENDIX A – SCOPE OF SERVICES**

**PURCHASE OF HARDWARE, SOFTWARE MAINTENANCE AND SUPPORT: YEAR ONE**

Within 15 days of the date of order, the Licensor, agrees to provide the following hardware, software, and maintenance support services to the Miami-Dade Police Department:

- Three (3) Ocean Rackmount Systems which include:
  - Windows 7 OS, Dual CPU Mother Board with Single Six Core Xeon 2.66 Ghz X5650 12MB Cache, 12GB RAM DDR3 1333MHz, 500 HDD SATA, BLU-RAY, Quadro2000, NIC, IEEE, Mouse, Spkrs, Ghost.
  - 1 year 800 Support, Parts and Labor Warranty. (Furniture not included.)
  - 1 seat at 4-day dTective class at Ocean Systems. (Does not include travel or lodging expenses.)
- Three (3) Avid DX with DNxHD.
  - Includes 1 year uptime support.
- Twelve (12) AV Storage - 1TB SATA300, 7200RPM (Int)
- Six (6) 22IN LCD Flat Panel 1680x1050
- Three (3) Video Deck: S/VHS DVDRW
- Three (3) SafeAV RAID 6 Video/Image Data Storage 2RU 8BAY SATA - LVD320 Interface (16.0/12TB) & 1 Spare 1TB Drive 3Yr.
- Three (3) Controller - SAS 8 Port PCI EXPRESS 3Gb/sec
- 1 year 800# phone support for dTective & ClearID Software & Ocean Systems Hardware - plus dTective & ClearID software upgrades. (Allows migration and upgrade of dTective & ClearID software upgrades of existing systems which were out of support as of August 2011)

**PURCHASE OF ONGOING MAINTENANCE AND SUPPORT – YEARS TWO THROUGH FIVE**

Licensor agrees to provide four (4) additional years of 800# phone support for dTective & ClearID Software & Ocean Systems Hardware, plus dTective & ClearID software upgrades, provided that the three systems are renewed at the same time annually.

**CONTACT INFORMATION OF LICENSOR FOR MAINTENANCE AND SUPPORT RELATED SERVICES**

Phone: 1-800-253-7516, option 3  
Email: support@oceansystems.com



**APPENDIX B – PAYMENT SCHEDULE**

All payments for Year One due under this Agreement shall be billed according to the below fees upon delivery and acceptance of the Solution. All required maintenance and support fees for Years Two through Five of the Solution shall be billed on an annual basis based on the below pricing for the term of the Contract:

| Quantity                 | Description  | Part No.        | Unit Price | Extended Price     |
|--------------------------|--|-----------------|------------|--------------------|
| 3                        | Ocean Rackmount, Window s 7 OS - Dual CPU Mother Board with Single Six Core Xeon 2.66 Ghz X5650 12MB Cache, 12GB RAM DDR3 1333MHz, 500 HDD SATA, BLU-RAY, Quadro2000, NIC, IEEE, Mouse, Spkrs, Ghost. Includes 1 year 800 Support, Parts and Labor Warranty. (Furniture not included.) Also includes one seat at 4-day dTective class at Ocean Systems. Does not include travel or lodging expenses. | RAK-MC-SFT-40   | \$5,755.00 | \$17,265.00        |
| 3                        | Migrate and upgrade dTective & ClearID software  | SFT-BND-FNS-05  | \$0.00     | \$0.00             |
| 3                        | Avid DX with DNxHD. Includes 1 year uptime support.  | 9935-65125-00   | \$6,995.00 | \$20,985.00        |
| 12                       | AV Storage - 1TB SATA300, 7200RPM (Int)  | HDD-IDE-500G-00 | \$90.00    | \$1,080.00         |
| 6                        | 22IN LCD Flat Panel 1680x1050  | VGA-LCD-022-01  | \$298.00   | \$1,788.00         |
| 3                        | Video Deck: SAVHS DVDRW  | AV-DECKJVC-02   | \$499.00   | \$1,497.00         |
| 3                        | SafeAV RAID 6 Video/Image Data Storage 2RU 8BAY SATA - LVD320 Interface (16.0/12TB) & 1 Spare 1TB Drive 3Yr.   | HDD-RAID-2TB-01 | \$6,490.00 | \$19,470.00        |
| 3                        | Controller - SAS 8 Port PCI EXPRESS 3Gb/sec  | CRD-CNT-SAS-01  | \$451.00   | \$1,353.00         |
| 3                        | 1 year 800# phone support for dTective & ClearID Software & Ocean Systems Hardware - plus dTective & ClearID software upgrades. (Allow s migration and upgrade of dTective & ClearID software upgrades of existing systems which were out of support as of August 2011) ** Unit price is per year per computer. Extended price is per year for QTY 3 computers.**                                    | WAR-XPR-DTCV-01 | \$1,081.00 | \$3,243.00         |
|                          | Shipping, Handling and Insurance   | n/a             | \$300.00   | \$300.00           |
| <b>SUBTOTAL YEAR 1</b>   |  |                 |            | <b>\$66,981.00</b> |
| 3                        | YEAR 2 SUPPORT: 1-year 800# phone support for dTective & ClearID Software & Ocean Systems Hardware - plus dTective & ClearID software upgrades. (Allow s migration and upgrade of dTective & ClearID software upgrades of existing systems which were out of support as of August 2011) ** Unit price is per year per computer. Extended price is per year for QTY 3 computers.**                    | WAR-XPR-DTCV-01 | \$1,081.00 | \$3,243.00         |
| 3                        | YEAR 3 SUPPORT: 1-year 800# phone support for dTective & ClearID Software & Ocean Systems Hardware - plus dTective & ClearID software upgrades. ** Unit price is per year per computer. Extended price is per year for QTY 3 computers.**  | WAR-XPR-DTCV-01 | \$1,081.00 | \$3,243.00         |
| 3                        | YEAR 4 SUPPORT: 1-year 800# phone support for dTective & ClearID Software & Ocean Systems Hardware - plus dTective & ClearID software upgrades. ** Unit price is per year per computer. Extended price is per year for QTY 3 computers.**  | WAR-XPR-DTCV-01 | \$1,081.00 | \$3,243.00         |
| 3                        | YEAR 5 SUPPORT: 1-year 800# phone support for dTective & ClearID Software & Ocean Systems Hardware - plus dTective & ClearID software upgrades. ** Unit price is per year per computer. Extended price is per year for QTY 3 computers.**  | WAR-XPR-DTCV-01 | \$1,081.00 | \$3,243.00         |
| <b>TOTAL 5-YEAR TERM</b> |  |                 |            | <b>\$79,953.00</b> |