CHECK LIST FOR ALDERMANIC SUBMISSIONS

X	Cover Letter
X	Resolutions/ Orders/ Ordinances (NOTE: If you are submitting any item to the State you must write a Resolution)
X	Prior Notification Form
X	Fiscal Impact Statement - Should include comprehensive budget
X	Supporting Documentation (if applicable)
X	E-mailed Cover letter & Order

IN ADDITION [IF A GRANT]:

	Notice of Intent
	Grant Summary
	Executive Summary (not longer than 5 pages without an explanation)

Date Submitted: Tuesday, March 14TH, 2023

Meeting Submitted For: Monday, March 20TH, 2023

Regular or Suspension Agenda: Regular

Submitted By: Alissa Ebbson, NHPD Supervisor of Mgmt Services

Title of Legislation:

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN AUTHORIZING THE MAYOR OF THE CITY OF NEW HAVEN TO EXECUTE A 6-YEAR CONTRACT BETWEEN THE CITY OF NEW HAVEN AND PROPHOENIX CORPORATION TO DEVELOP A PLATFORM WHICH COVERS THE CONSULTING FEES, HARDWARE, SOFTWARE, INSTALLATION, TRAINING, AND MAINTENANCE FOR COMPUTER AIDED DISPATCH/RECORD MANAGEMENT SYSTEM/JAIL MANAGEMENT SYSTEM (CAD/RMS/JMS).
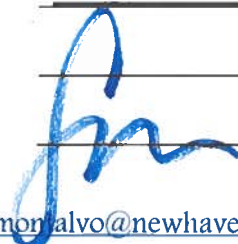
Comments: Legistar File ID: LM-2023-0163

Coordinator's Signature: _R B_

Controller's Signature (if grant):

Mayor's Office Signature:

Call (203) 946-7670 or email bmontalvo@newhavenct.gov with any questions.

Karl Jacobson		Justin Elicker
Chief of Police		*Mayor*

CITY OF NEW HAVEN
DEPARTMENT OF POLICE SERVICE
ONE UNION AVENUE | NEW HAVEN, CONN. | 06519

(203) 946-6333   newhavenct.gov

March 9, 2023

The Honorable Tyisha Walker-Myers
President, Board of Alders
City of New Haven
165 Church Street
New Haven, CT 06510

Dear Alder President Walker-Myers,

This note is to advise the Honorable Board of Alders that the Departments of Public Safety seek to execute a six-year contract between the City of New Haven and ProPhoenix Corporation to develop a platform which covers hardware, software, installation, training, and maintenance for our Computer-Aided Dispatch/Record Management System/Jail Management System (CAD/RMS/JMS). ProPhoenix Corporation was selected after the City conducted an RFP to replace the City's current CAD/RMS/JMS system, which has transitioned over the years to a legacy system with limited support options, with one that would fit the City's current and anticipated future needs.

ProPhoenix Corporation will provide the Phoenix Public Safety Solution Suite. This program will increase efficiencies in all aspects of record management, improve geographic information systems on patterns and trends of criminal activity, and provide tools for a safe and secure detention center for staff and inmates.

This six-year contract cost with ProPhoenix is estimated at $4,802,652.82 and includes the following:

- Year 1 Initiation to the Go Live Phase $2,037,820.00
- Year 2 Annual Software and Maintenance $339,116.51
- Year 3 Annual Software and Maintenance $356,072.34
- Year 4 Annual Software and Maintenance $373,875.96
- Year 5 Annual Software and Maintenance $392,569.76
- Year 6 Annual Software and Maintenance $412,198.25
- Years 1 through 6 Amazon Web Services (AWS) Hosting Fee $36,000.00
  (Subject to annual adjustments based on the fee charged to ProPhoenix by AWS)
- Hardware allowance to be billed as incurred $500,000.00
- Software Integration allowance to be billed as incurred $175,000.00

When reviewing the annual software and maintenance fees, please note that the City's general fund budget includes funding for its CAD/RMS/JMS system at approximately $250,000 for the current system.

As you review the Fiscal Impact Statement you will see that I have tried to account for all known and anticipated related costs for the six-year contract period. To properly customize and support this public safety system to be used to its intended and full potential there will be personnel, equipment and software costs outside of this requested contract with ProPhoenix. The initial and implementation phases of this project are critical to its success and the City would be looking to hire consultants to assist City Public Safety and IT staff with these phases. This system offers many new features, applications, interfaces, etc. which will require upgrades to the departments' computers, many of which have already reached or exceed recommended life and are due for replacement. This system supports e-ticketing, which would be a new technology for the police department and require the purchase

of printers and receipt paper. There will also be costs incurred as the City's other software systems are integrated with ProPhoenix. The City is anticipating a cost between $6,000 to $10,000 per software program that needs to be integrated with CAD/RMS/JMS.

On behalf of the Departments of Public Safety, I look forward to upgrading and enhancing our records, geographic, and facility management technologies with ProPhoenix Corporation. Please contact me with any questions.

Sincerely,

Karl Jacobson
Chief of Police

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN AUTHORIZING THE MAYOR OF THE CITY OF NEW HAVEN TO EXECUTE A 6-YEAR CONTRACT BETWEEN THE CITY OF NEW HAVEN AND PROPHOENIX CORPORATION TO DEVELOP A PLATFORM WHICH COVERS THE CONSULTING FEES, HARDWARE, SOFTWARE, INSTALLATION, TRAINING, AND MAINTENANCE FOR COMPUTERE AIDED DISPATCH/RECORD MANAGEMENT SYSTEM/JAIL MANAGEMENT SYSTEM (CAD/RMS/JMS).

WHEREAS, the City of New Haven through its Public Safety Departments has used Central Square (formerly SunGard Public Sector) as its CAD/RMS/JMS platform since 2012; and

WHEREAS, the City of New Haven is seeking approval to update technology of its CAD/RMS/JMS platform by contracting with a new company, ProPhoenix Corporation; and

WHEREAS, Central Square is ending the products useful life and has been replaced by a new system with the software company which now offers limited support for their legacy products;

WHEREAS, The City of New Haven conducted an RFP review process and reviewed three (3) options for systems;

WHEREAS, the City of New Haven recognizes that by increasing efficiencies in all aspects of record management—e.g., reducing arrest report writing time, reducing incident reporting time—and improving geographic information systems that identify patterns and trends where crime are occurring (including weather forecasts and traffic data) to more quickly triage calls for service, law enforcement is made more effective; and

WHEREAS, the City of New Haven supports its Public Safety Departments' efforts to improve its CAD/RMS/JMS platform by contracting with ProPhoenix Corporation; and

WHEREAS, the cost for the six-year contract will include fixed costs totaling $3,947,652.82; and

WHEREAS, the cost for the six-year contract will also include an annual 3rd party cloud hosting fee, currently Amazon Web Services (AWS) at $36,000 per year which is subject to adjustment annually based on AWS fees charged to ProPhoenix; and

WHEREAS, the ProPhoenix Corporation solution will require specialized hardware estimated at $200,000 initially with a replacement schedule necessary over the life of the contract estimated at $300,000 that will be included in the contract as a hardware allowance of $500,000 and billed as incurred; and

WHEREAS, new software introduced throughout the term of the contract will need to integrate with the ProPhoenix CAD/RMS/JMS solutions, a $175,000 future software integration allowance will be included in the contract, to be billed as incurred; and

NOW, THEREFORE, BE IT ORDERED THAT THE Board of Alders of the City of New Haven authorizes the Mayor of the City of New Haven to approve a 6-year contract between the City of New Haven and ProPhoenix Corporation, with options to renew for additional years.

PRIOR NOTIFICATION FORM

NOTICE OF MATTER TO BE SUBMITTED TO
THE BOARD OF ALDERS

TO (list applicable alders of):   **ALL**

WARD # **ALL**

DATE: **March 8, 2023**

FROM: Department/Office   Police

Person   Chief of Police Karl Jacobson   Telephone   203-946-6333

This is to inform you that the following matter affecting your ward(s) will be submitted to the Board of Alders in the near future:

> ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN AUTHORIZING THE MAYOR OF THE CITY OF NEW HAVEN TO EXECUTE A 6-YEAR CONTRACT BETWEEN THE CITY OF NEW HAVEN AND PROPHOENIX CORPORATION TO DEVELOP A PLATFORM WHICH COVERS THE CONSULTING FEES, HARDWARE, SOFTWARE, INSTALLATION, TRAINING, AND MAINTENANCE FOR COMPUTERE AIDED DISPATCH/RECORD MANAGEMENT SYSTEM/JAIL MANAGEMENT SYSTEM (CAD/RMS/JMS).

Check one if this an appointment to a commission

☐ Democrat

☐ Republican

☐ Unaffiliated/Independent/Other _____

INSTRUCTIONS TO DEPARTMENTS

1. Departments are responsible for sending this form to the alder(s) affected by the item.

2. This form must be sent (or delivered) directly to the alder(s) **before** it is submitted to the Legislative Services Office for the Board of Alders agenda.

3. The date entry must be completed with the date this form was sent the alder(s).

4. Copies to: alder(s); sponsoring department; attached to submission to Board of Alders.

FISCAL IMPACT STATEMENT

DATE:	3/8/2023
FROM (Dept.):	Police
CONTACT:	Karl Jacobson, Chief of Police **PHONE** 203-946-6333

SUBMISSION ITEM (Title of Legislation):

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN AUTHORIZING THE MAYOR OF THE CITY OF NEW HAVEN TO EXECUTE A 6-YEAR CONTRACT BETWEEN THE CITY OF NEW HAVEN AND PROPHOENIX CORPORATION TO DEVELOP A PLATFORM WHICH COVERS THE CONSULTING FEES, HARDWARE, SOFTWARE, INSTALLATION, TRAINING, AND MAINTENANCE FOR COMPUTERE AIDED DISPATCH/RECORD MANAGEMENT SYSTEM/JAIL MANAGEMENT SYSTEM (CAD/RMS/JMS).

List Cost: Describe in as much detail as possible both personnel and non-personnel costs; general, capital or special funds; and source of funds currently budgeted for this purpose.

	GENERAL	SPECIAL	BOND	CAPITAL/LINE ITEM/DEPT/ACT/OBJ CODE
A. Personnel				See attached spreadsheet for cost estimate
1. Initial start up				
2. One-time				
3. Annual				
B. Non-personnel				
1. Initial start up				
2. One-time				
3. Annual				

List Revenues: Will this item result in any revenues for the City? If Yes, please list amount and type.

NO	x
YES	

   1. One-time

   2. Annual

Other Comments:

See attached spreadsheet for the estimated fiscal impact. This is an estimated budget for the project. Actual costs are subject to change based on implementation, supply chain, and other factors.

FISCAL IMPACT STATEMENT

Personnel Costs: In order to ensure a proper and efficient transfer to the ProPhoenix CAD/RMA/JMS platform the City of New Haven is requesting to hire consultants to assist with the implementation and onboarding phase. This new CAD/RMS/JMS software includes many features, interfaces, etc., which will need to be built. The implementation phase of the project is critical to the success of the project in terms of both getting the software to be operational, and for it to be used to its full potential throughout the duration of the contract.

All other personnel costs associated with supporting this software are expected to remain the same as already in the budget supporting our existing CAD/RMS/JMS system.

Non-Personnel Costs: The Year 1 cost of this project is estimated to be $2,073,820 and covers the beginning initiation phase through the go live phase. The year 2 through year 6 support maintenance fee is charged annually with the following fee schedule: $339,116.51, $356,072.34, $373,875.96, $392,569.76, and $412,198.25. In addition to this annual fee, there is also an annual charge for Amazon Web Services (AWS) which is the 3rd party cloud computing platform ProPhoenix uses. This annual fee is currently at the rate of $36,000, but ProPhoenix notes that this fee is subject to change based on the fee AWS charges ProPhoenix. Please note that the City is currently paying approximately $250,000 per year to Central Square for CAD/RMS/JMS related annual maintenance. Once the City has fully transitioned to ProPhoenix the software maintenance fee for Central Square will end.

There will also be initial and on-going hardware needs for this system. For example, this software supports e-ticketing which requires printers and papers. Examples of hardware purchases include bar code printers, e-signature pads, e-ticket printers, license readers, cameras, and bar code scanners. E-ticket paper, bar codes labels, etc. will be continual expenses, whereas the other hardware will be closer to one-time purchases. Altogether, the City is anticipating a $200,000 hardware initial cost with a $60,000 annual cost for support, replacements and expansions for hardware that will be purchased through ProPhoenix. This $500,000 anticipated hardware cost will be included in the ProPhoenix contract as a hardware allowance to be billed as incurred. Additional hardware will also be needed to purchase from other vendors, such as computers, laptops, and mobile device terminals (MTDs), this cost is estimated at $550,000. This hardware is necessary to have computers cable of running the ProPhoenix software to its full potential.

The City is also anticipating future software integration costs that will need to be paid to ProPhoenix over the life of this contract as the City expands its software that will need to communicate with the CAD/RMS/JMS system. This cost is estimated at $175,000 over the life of the contract and will be incorporated into the contract as a software allowance to be billed as incurred. The ProPhoenix contract Year 1 cost includes the integration of the City's existing software, however, the City is anticipating that those software companies will charge a fee to integrate with ProPhoenix. This cost is estimated at $230,000 as the per software integration one-time fee is estimated at $6,000 to $10,000.

Personnel Costs		Estimated Cost	General	Special	Bond	Capital/Line/Item/Dept/Act/Obj Code
1. Initial	Consultants	$200,000.00				
2. One-Time						
3. Annual	Existing staff					
Non-Personnel Costs						
1. Initial	Year 1 Initiation to go live	$2,073,820.00				
2. One-Time	Hardware for Implementation from ProPhoenix	$200,000.00				
	Hardware other vendors					
	3rd Party Integration with ProPhoenix	$230,000.00				
3. Annual	Year 2 Software Maintenance	$375,116.51				
	Year 3 Software Maintenance	$392,072.34				
	Year 4 Software Maintenance	$409,875.96				
	Year 5 Software Maintenance	$428,569.76				
	Year 6 Software Maintenance	$448,198.25				
	Hardware replacements (per year)	$30,000.00				
	paper for e-ticketing (per year)					
	Hardware from other vendors (per year)					
Total		$4,787,652.82				

ProPhoenix Corporation

502 Pleasant Valley Ave
Moorestown, NJ 08057
Phone: 609-953-6850
Web: www.prophoenix.com

Next Generation Public Safety Software

New Haven Public Safety Management System 3rd Party Hardware & Software 12-26-22   Proposal

New Haven Police Dept Attention: Lt. Sean Maher **1 Union Ave** **New Haven, CT 06519** Phone# **203-946-6333**	**Proposal# 22-000246** **Date : 12/26/2022** **Valid Until : 11/30/2023**	**Submitted By:** Bucceri, Mike Phone# **609-257-1888 X1302** E-Mail: **mike.bucceri@prophoenix.com**

Dear Lt. Sean Maher,

On behalf of ProPhoenix Corporation, we are pleased to present this proposal for various components of the Phoenix Public Safety Solution Suite. The attached proposal details the required software modules and associated support services in order to successfully implement the proposed solution. If hardware is being proposed and/or recommended, please take note of the specific operating requirements outlined in the Proposal Notes and/or Terms section.

Phoenix represents a major "paradigm shift" in the value provided to Public Safety agencies throughout the United States. There are several differentiating benefits realized by an agency when implementing Phoenix Software. Highlights include;

- ✓ Deep horizontal and vertical integration throughout the entire software suite
- ✓ Integration of 3rd party tools which are transparent to the end user
- ✓ A complete, end-to-end, Public Safety lifecycle suite deployable throughout the entire agency
- ✓ Complete design, development, deployment, and maintenance conducted by ProPhoenix personnel
- ✓ Fiscal responsibility for both the initial procurement as well as ongoing sustainability
- ✓ An "all-inclusive" module philosophy within the major application offerings, e.g., CAD, RMS, Mobile, Fire, Corrections
- ✓ Continual incorporation of the latest in tools and technology to stay ahead of the technology curve
- ✓ Business Intelligence (B/I) capabilities providing "actionable insight" for enhancing decision making in support of Intelligence Led Policing (ILP) initiatives
- ✓ Adherence to National information sharing standards, e.g. National Information Exchange Model (NIEM) based of Global Justice Extensible Mark-up Language (GJXML)

The Phoenix Public Safety Software Suite embraces our "i3" design philosophy of "Integrated, Intuitive, Innovative". By implementing these tenets, our goal is to maximize an agency's effectiveness and optimize its efficiency through the use of our software. We are confident in our ability to exceed your operational expectations, and are grateful for the opportunity to compete for, and earn your business. Should you have any questions, please do not hesitate to contact us.

Please have an authorized officer sign below and return a copy to me. Upon execution by both parties, this proposal and its terms and conditions will become a binding agreement.

Acceptance:
By: New Haven Police Dept   **ProPhoenix Corporation**

_____   _____   _____   _____
Signature   Date   Signature   Date

_____   _____   _____   _____
Print Name   Title   Print Name   Title

Total Solution Cost :

Cost	**$ 33,475.00**
Final Proposal Amount	**$ 33,475.00**
Annual Support and Maintenance	**$ 6,915.00**

Cost Summary:

*A.S.M: Annual Support & Maintenance

Category	Cost	Total Price	A.S.M
ProPhoenix Items			
3rd Party Hardware	5,815.00	**5,815.00**	0.00
3rd Party Software	27,660.00	**27,660.00**	6,915.00
ProPhoenix Items Total :		33,475.00	6,915.00
Proposal total	**33,475.00**	**33,475.00**	6,915.00

Customer Signature

Date

Item Details:

	Item Name	Qty
3rd Party Software		
INT-NETM-ALL	Netmotion Mobility w Policy, NAC and Analytics/Prem support	1
	A formal quote with exact quantity must be received from the vendor, for ProPhoenix to quote New Haven. If New Haven has an account already with NetMotion, please work directly to secure licenses. This is just a bookmark until we receive a quantity of needed licenses for Mobile Devices to complete this line item or to Delete this line item.	
INT-ESD-ENT-PRO	Easy Street Draw Pro WEB Enterprise License	1
	Easy Street is a Software that works on the ProPhoenix System to draw Crash Scenes. New Haven would need to purchase Licenses to be used for each Computer/Laptop. Agency must decide if they will have the Officers do their Crash Scene Diagrams in their vehicles or set up a bank of Computers for this use in the stations. Also, Scene PD is also offered if both Crash Scene & Homicide Scene are needed. Vendor quotes based on sworn officers. Bookmark only.	
INT-SCENEPD	ScenePD Workstation License -Latest Version	7
	@ $380.00 each. Like Easy Street Draw for Crash Scene Drawing, Scene PD additionally includes Homicide Scene Drawings. May be used in Mobile Computers or a Desktop.	
INT-ESD-WRK	Easy Street Draw Workstation License - Latest Version	100
	@ $250.00 each. Easy Street Draw for Crash Scene Drawing may be used in Mobile Computers or a Desktop.	
3rd Party Hardware		
HW-WASP-BAR-PRT	Wasp WPL305 - USB barcode label printer - B/W - thermal transfer with pack of labels	1
	@ $584.00 each. Police - Use for Property.	
HW-WASP-WWS750	Wasp WWS750 - Wireless 2D Scanner with Base and ProPhoenix Drivers	1
	@ $725.00 each. Police - Use for Property.	
HW-EPAD-VP9805	Epadlink Electronics ePad VP9805	1
	@ $349.00 each. Needed for capturing signatures for our system to go paperless. Also may be used to return Property or at Front Desk.	
HW-ANTR-STE501	Hardware - Antaira STE-501C E911 Device Bundle	1
	@ $195.00 each. Needed to receive CAD E911 Ani/Ali Data.	
HW-AXIS-V5925	Axis V5925 PTZ 1080P Network Camera - For Mugshot	1

@ $2,559.00 each.

HW-ESEEK-M260	E-Seek M260 Drivers License Card Reader Bundle	1
	@ $595.00 each. Reads all 50 states including Mexico and Canada.	
HW-BRO-4230BUNDL	Brother Rugged Jet 4230BL Mobile e-Ticket Printer Bundle	1
	@ $848.00 each. 4" e-Ticket paper receipt.	

Terms & Conditions

3rd Party Software

Netmotion Mobility w Policy, NAC and Analytics/Prem support

NetMotion Mobility - Windows Device License

Includes:
* Policy Module
* Network Access Control Module (NAC)
* Analytics Module

Mobility Premium Software Maintenance
* 24x7 technical support
* Major version upgrades
* Tech notes and web based support
* Cumulative quantity discounts on additional device licenses
* Patch and point releases at no additional charge
* Guaranteed response times

Easy Street Draw Pro WEB Enterprise License

ProPhoenix is a Trancite Easy Street Draw re-seller only. Easy Street Draw Installation is the sole responsibility of the customer with assistance from Trancite, if needed. Enterprise License Plan is for indicated number of personnel. First year support is included. 2nd and subsequent year's support provided from Trancite Easy Street Draw and not ProPhoenix. Support pricing is set by Trancite Easy Street Draw .

TRANCITE Software Maintenance Coverage Must be Purchased from TRANCITE Directly not for ProPhoenix

1. Licensor offers a maintenance plan for the Software as follows:
    i. *Product updates & upgrades:*Licensor will supply improvements and other changes to the software which licensor, at its discretion, deems to be logical improvements or extensions.
    ii. *Defect corrections:*Licensor will supply corrections as required to correct substantial deviations of the software from specifications or the current applicable reference manual.
    iii. Save 40% off standard training rates while current under maintenance
    iv. License Management Services
    v. License Activations
    vi. License Transfers
    vii. License Auditing and Reporting
    viii. Support Assistance
    ix. Integration Support
    x. Answers on How To's and Best Practices
    xi. Troubleshooting
    xii. Remote online assistance

2. Initial maintenance period- following the execution of this license there will be no additional charge for maintenance support and product updates for one full year.
3. Charges for subsequent years- for each year after the initial maintenance period of the license, licensor will continue to provide Licensee with maintenance, support and product update services as described in section (A) above, provided Licensee pays Licensor in advance the annual maintenance and support charges then in effect.

Licensor will continue to provide Licensee with maintenance, support and product update services as described in section (A) above, provided Licensee pays Licensor in advance the annual maintenance and support charges then in effect.

ScenePD Workstation License -Latest Version

Each client (CAD, WDA and RMS) requires one ScenePD license to draw crime scene. Optional Extended Software Maintenance Plan

(For Planning Purposes): Year 1 – No Charge Optional Years 2 & beyond = $135 per year (billed annually) by PAE (Scene PD)

TRANCITE Software Maintenance Coverage Must be Purchased from TRANCITE Directly not for ProPhoenix

1. Licensor offers a maintenance plan for the Software as follows:
    i.   *Product updates & upgrades:*Licensor will supply improvements and other changes to the software which licensor, at its discretion, deems to be logical improvements or extensions.
    ii. *Defect corrections:*Licensor will supply corrections as required to correct substantial deviations of the software from specifications or the current applicable reference manual.
    iii. Save 40% off standard training rates while current under maintenance
    iv. License Management Services
    v.   License Activations
    vi. License Transfers
    vii. License Auditing and Reporting
    viii. Support Assistance
    ix. Integration Support
    x.   Answers on How To's and Best Practices
    xi. Troubleshooting
    xii. Remote online assistance

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Easy Street Draw Workstation License - Latest Version

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for maintenance support and product updates for one full year.

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Licensor will continue to provide Licensee with maintenance, support and product update services as described in section (A) above, provided Licensee pays Licensor in advance the annual maintenance and support charges then in effect.

3rd Party Hardware

Wasp WPL305 - USB barcode label printer - B/W - thermal transfer with pack of labels

Wasp WPL305 - Label printer - B/W - 3400 3x4 thermal transfer labels -

Shipping charges are included in product price.

Additional labels sold separately by ProPhoenix

Hardware purchased through ProPhoenix includes software configuration (not installation), drivers and licensing.

If purchased elsewhere, configuration services and software drivers and licensing provided by ProPhoenix will be at an additional expense.

Wasp WWS750 - Wireless 2D Scanner with Base and ProPhoenix Drivers

WASP WWS750 SCANNER/CHRG/BS USB Shipping charges are included in product price. Hardware purchased through ProPhoenix includes software configuration and drivers for Phoenix interfacing (not installation) where applicable. If purchased elsewhere, configuration services and software drivers provided by ProPhoenix will be at an additional expense.

Included:

WWS750 2D barcode scanner

WWS750 adustable radio/recharging base

Rechargeable litium-ion battery

2-year warranty from Wasp www.waspbarcode.com/barcode-scanners/wws750-2d-barcode-scanner

Programming guide

Hardware purchased through ProPhoenix includes software configuration (not installation), drivers and licensing.

If purchased elsewhere, configuration services and software drivers and licensing provided by ProPhoenix will be at an additional expense.

Epadlink Electronics ePad VP9805

Key Features Include:

- Monochrome LCD display
- Displays affirmation text for greater signing context
- Assigns a unique serial ID number to the host computer
- Ergonomic design
- Legally-binding eSignatures
- USB powered, portable device
- Bundled with IntegriSign software for Acrobat, MS Word and Excel
- Bundled with ProPhoenix Drivers

Hardware - Antaira STE-501C E911 Device Bundle

The STE-501C is a single port gateway between Ethernet (TCP/IP) and Serial signal communications. It allows almost any serial device to be connected to a new or existing Ethernet network. By encapsulating serial data and transporting it over Ethernet, the STE-501C offers full-duplex, bi-directional data transmission transparent between serial port and Ethernet network. Capable of using either RS232, RS422 or RS485 serial communication standards the STE-501C is ideal for upgrading industrial serial devices onto a Ethernet network. Bundle includes the power supply.

Features:

* Rugged Metal Case with DIN-Rail / Wall-Mount
* 15 KV ESD Protection for Serial Signals
* 10/100Mbps Fast Ethernet Full Duplex Auto Negotiation
* Supports Multiple Link Mode with TCP Server/Client, UDP, and Virtual COM Mode
* Monitor, Manage, and Control Industrial Field Devices Remotely
* Configurable via Built-in Web Server, Serial Console, or Telnet
* Windows Based Utility for IP Configuration
* Upgradeable Firmware from Remote-PC via Ethernet

Axis V5925 PTZ   1080P Network Camera - For Mugshot

AXIS V5925 offers HDTV 1080p resolution with smooth pan/tilt/zoom, high quality audio streaming in stereo, and powerful 30x zoom. The open interface makes it easy to integrate with other systems. Customer is responsible to mount the camera and connect to the network and power source. This camera does not utilize POE, it must be plugged into a power source.

E-Seek M260 Drivers License Card Reader Bundle

The Model 260 incorporates a magnetic stripe reader with advanced technology 2D barcode reading capability. The Model 260 can read any government issued ID card with magnetic stripe information and/or 2D barcodes. This creates a single device for reading virtually all government issued ID's. The data is also transferred to the host device via a standard USB interface (or RS-232). This approach to scanning both magstripe and 2D information with one device is an ideal solution for the POS, ID authentication and law enforcement environment. In addition to the standard side access USB cable interface connector, the Model 260 has incorporated a bottom mounted interface connector, making it an ideal solution for kiosk application environments. Hardware purchased through ProPhoenix includes software configuration (not installation) where applicable. If purchased elsewhere, configuration services by ProPhoenix will be at an additional expense.

Bundle contains the E-Seek M260 card reader, and the CN8000 5' USB Cable that powers the unit (no additional adapters are needed), and the de-coding software for reading DL information.
 http://www.e-seek.com/product_m260.asp

Brother Rugged Jet 4230BL Mobile e-Ticket Printer Bundle

Bundle Includes:

Printer engine (fancy word for printer) - Rugged Jet 4230BL   **(Battery Included)**

10 foot USB cable

14 foot Hard Wired Power Supply

Shipping Charges

ProPhoenix Corporation

502 Pleasant Valley Ave
Moorestown, NJ 08057
Phone: 609-953-6850
Web: www.prophoenix.com

Next Generation Public Safety Software

New Haven Public Safety Management System Software 12-26-22 (Appendix A) — Proposal

New Haven Police Dept Attention: Lt. Sean Maher **1 Union Ave** **New Haven, CT 06519** Phone# **203-946-6333**	**Proposal# 22-000289** **Date : 12/26/2022** **Valid Until : 04/30/2023**	**Submitted By:** Bucceri, Mike Phone# **609-257-1888 X1302** E-Mail: **mike.bucceri@prophoenix.com**

Dear Lt. Sean Maher,

On behalf of ProPhoenix Corporation, we are pleased to present this proposal for various components of the Phoenix Public Safety Solution Suite. The attached proposal details the required software modules and associated support services in order to successfully implement the proposed solution. If hardware is being proposed and/or recommended, please take note of the specific operating requirements outlined in the Proposal Notes and/or Terms section.

Phoenix represents a major "paradigm shift" in the value provided to Public Safety agencies throughout the United States. There are several differentiating benefits realized by an agency when implementing Phoenix Software. Highlights include;

- ✓ Deep horizontal and vertical integration throughout the entire software suite
- ✓ Integration of 3rd party tools which are transparent to the end user
- ✓ A complete, end-to-end, Public Safety lifecycle suite deployable throughout the entire agency
- ✓ Complete design, development, deployment, and maintenance conducted by ProPhoenix personnel
- ✓ Fiscal responsibility for both the initial procurement as well as ongoing sustainability
- ✓ An "all-inclusive" module philosophy within the major application offerings, e.g., CAD, RMS, Mobile, Fire, Corrections
- ✓ Continual incorporation of the latest in tools and technology to stay ahead of the technology curve
- ✓ Business Intelligence (B/I) capabilities providing "actionable insight" for enhancing decision making in support of Intelligence Led Policing (ILP) initiatives
- ✓ Adherence to National information sharing standards, e.g. National Information Exchange Model (NIEM) based of Global Justice Extensible Mark-up Language (GJXML)

The Phoenix Public Safety Software Suite embraces our "i3" design philosophy of "Integrated, Intuitive, Innovative". By implementing these tenets, our goal is to maximize an agency's effectiveness and optimize its efficiency through the use of our software. We are confident in our ability to exceed your operational expectations, and are grateful for the opportunity to compete for, and earn your business. Should you have any questions, please do not hesitate to contact us.

Please have an authorized officer sign below and return a copy to me. Upon execution by both parties, this proposal and its terms and conditions will become a binding agreement.

Acceptance:
By: New Haven Police Dept   **ProPhoenix Corporation**

Signature	Date	Signature	Date
Print Name	Title	Print Name	Title

Total Solution Cost :

Cost	**$ 2,216,820.00**	
Discount	-$ 212,500.00	
Final Proposal Amount	**$ 1,979,320.00**	
Annual Support, Maintenance and AWS Hosting	**$ 338,468.10**	

Cost Summary:

*A.S.M: Annual Support & Maintenance

Category	Cost	Discount	Total Price	A.S.M
ProPhoenix Items				
Application Software	1,034,700.00	12,500.00	**1,022,200.00**	185,871.00
Citizen Services	3,900.00	0.00	**3,900.00**	2,400.00
Interface	495,045.00	0.00	**495,045.00**	89,732.10
Installation	66,600.00	0.00	**66,600.00**	3,780.00
Conversion	200,800.00	0.00	**200,800.00**	0.00
3rd Party Software	15,000.00	0.00	**15,000.00**	15,000.00
Project Management	212,000.00	0.00	**212,000.00**	0.00
Training	152,775.00	0.00	**152,775.00**	5,685.00
Discount	0.00	-225,000.00	**0.00**	0.00
Hosting Services	36,000.00	0.00	**36,000.00**	36,000.00
Custom Job	0.00	0.00	**0.00**	0.00
	ProPhoenix Items Total :		1,979,320.00	338,468.10
Proposal total	**2,216,820.00**	**-212,500.00**	**1,979,320.00**	**338,468.10**

Customer Signature

Date

Item Details:

	Item Name	Qty
Hosting Services		
HOST-AWS-DR	Cloud Hosting - AWS Disaster Recovery (East to West viceversa)	1
Application Software		
WDA-SER-POL	WDA (Mobile) Server - Police	1
WDA-CLI-POL-SITE	WDA (Mobile) Client - Police (Site License)	1
PNX-IA-LAW	IA - Phoenix Internal Affairs (IA)-Site License (Law)	1
	Separate server is required to house IA.	
CAD-CLI-MJ-SITE	CAD Client - MultiJuris - Police/Fire/EMS (Site License)	1
CAD-SER-MJ	CAD Server - Multi-Juris Police/Fire/EMS/OEM/DPW	1
CAD-STA-SITEP	CAD Status Client - Police/Sheriff (Site License)	1
PNX-ANI-MOD	Phoenix Animal Control Module	1
WDA-MJSER-APPPD	WDA - PD Multi Juris App Server License for Tablet and Phone	1
RMS-SER-MJ	RMS Server - MultiJuris - Police	1
CMS-MUNI-LOCKUP	CMS - Municipal Lock Up Module	1
RMS-CLI-MJ-P-SIT	RMS Client - MultiJuris - Police (Site License)	1
	Based on 425 sworn. FTO module will be an added feature at no cost. New Haven PD will beta test and assist ProPhoenix to enhance it.	
PNX-FTO-MOD	FTO - Phoenix Field Training Officer Program	1
	Field Training Officer Module to be developed. Specifications to be detrermined.	
Interface		
INT-KGIS-NET	Interface - Key Global Information Sharing	1
	ProPhoenix Data Sharing with other ProPhoenix customers who opted in.	
INT-911-NEXTGEN	Interface - E911 Next Gen Features	1
	Required Interface	
INT-RAPIDSOS-II	Interface - RapidSOS CAD Interface	1
INT-ESRI-BUNDLE	Interface - ESRI Bundle (Phoenix CAD Map, RMS Map and Geo Sync)	1
NCI-SER	Interface - NCIC Server TCP/IP	1
	Required Interface: CJIS	
INT-IDEM-NIST	Interface - Idemia LiveScan NIST Interface	3
	Required Interface.	
INT-ALARM-CRYWOL	Interface - Central Square Cry Wolf Alarm Management and Billing	1

	Required Interface: Alarm Permits & False Alarm processing - vendor Cry Wolf	
INT-POWERPHONE	Interface - PowerPhone	1
	Required Interface	
INT-CAD-PAGEGATE	Interface - PageGate SMS Message Interface	1
INT-ECITA-CT	Interface - Connecticut e-Citation	1
	Required Interface	
INT-ADASHI-MDT	Interface - Adashi FirstResponse MDT Software	1
INT-CT-COLLECT	Interface - Connecticut COLLECT System	1
INT-EVERBRIDGE	Interface - Everbridge Critical Event Notification Program	1
INT-CT-CISS	Interface - Connecticut Information Sharing System	1
INT-LENELS2	Interface - Lenel S2 Access Control and Security Management	1
INT-CAD-TXT2-LS	Interface - Text2Dispatch and LiveStream to Dispatch	1
INS-GPS-CONFIG	Interface - Parsing UDP data directly from a GPS device	1
	Confirmed that Modems are Cradle Point RBR900	
INT-TASER-AXON	Interface - Configuration of Axon Body Camera Video	1
	We understand "auto tagging" as auto push from the job server every 8 hours. The 6 agencies that have this interface have it schedule for every 8 hours. We can set the default time to what your agency requires. Interface to include both body and dash cam data.	
INT-SHOTSPOTTER	Interface - ShotSpotter Gunshot Detection System	1
INT-NAV-LINX	Interface - LInX/D-DEx	1
INT-LEXIS-CRASH	Interface - LexisNexis Buy Crash Reporting Service	1
INT-CRASH-PR1	Interface to Connecticut Crash Reporting System	1
INT-UOF-CT	Interface - Connecticut State Use Of Force Data Export	1
	Use Of Force	
INT-CTRP3-CT	Interface - Connecticut Racial Profiling Collection Center	1
INT-FIRSTDUE-RMS	Interface - Phoenix CAD to First Due Fire RMS	1
INT-PROQA-FD-EMS	Interface - Priority Dispatch Pro QA Bundle for Fire and EMS	1
INT-VID-MILE	Interface - Milestone Video	1
INT-TELE	Interface - Telestaff (two way exchange)	1
	Yale has for Scheduling	
INT-LOGISYS-CAD	Interface - Logisys CAD	1

Requires a Two-Way Interface to AMR

Citizen Services

CIT-SETUP-SJ	Citizen Services - Initiation and Setup - Single Agency	1
	Based on New Haven Pop. 595k.	
CIT-SUP	Citizen Services (Crime View) - Annual Subscription	1
	Police for New Haven.	

Custom Job

CUS-FORM-PD	Custom Forms - Police	1
	All future Connecticut State Forms will be Updated when required or Newly Built when issued, at No Cost to New Haven.	

Installation

PNX-INS	Installation - Phoenix Software	1
GOOG-MAP-SETUP	Installation - Google Map Setup and Configuration	1
INS-SER-TEST	Installation - Components/Licensing for Test Server	1
INT-IBR-CONFIG	Interface - NIBRS Module Configuration and Set Up	1
	NIBRS is in RMS.	
POWERBI-ENT-CFG	Power BI Configuration for SQL Enterprise or Standard	1
PNX-CMS-IMPLEM	Implementation Services - Municipal CMS Module	1
INS-CELL-CONFIG	Installation - Set up and Configuration of Phoenix Cell Check App	1

Conversion

CON-GC	Populate Geo (Address)	1
	Has a GIS Dept. who will supply data.	
CON-TRI	Data Conversion - Tri Tech RMS	1
	Name associations to incident reports from the legacy system will be converted as part of the name/incident data conversion. ProPhoenix will add legacy PDF files from incident reports to the attachment tab as part of the incident report data conversion. As part of citation conversion – related name or Driver's name, DOB, driver demographics, police district and location are converted.	
CON-CRASH-REPORT	Data Conversion - Crash Reports	1
	ProPhoenix will convert PNG.file Crash Diagrams into the attachment tab of the Crash Entry.	
CON-OSSI	Data Conversion - Sunguard OSSI	1

Name associations to incident reports from the legacy system will be converted as part of the name/incident data conversion. ProPhoenix will add legacy PDF files from incident reports to the attachment tab as part of the incident report data conversion. As part of citation conversion – related name or Driver's name, DOB, driver demographics, police district and location are converted.

CON-CMS-SYS	Data Conversion - Corrections Management	1
	Jail RMS Conversion	

Training

TRN-ONS-TTT	Training - On-Site Train the Trainer	33

Includes travel, meals and lodging. A minimum of 3 training days per visit. Day sessions are up to 8 hours Monday-Friday 8am-5pm. Recommended class size is 8. Unused sessions will be banked indefinitely. Please note, if 2 trainers work a training day, 2 training days expire. If this is Multi Juris, centralized training is required.

TRN-REM-WEB	Training - Off-Site On-Line (WEB and/or Telephone)	19

WebEx training is up to 4 hours per session. Ideal for specific modules that may have just a handful of users such as Inventory, Fleet, Scheduling and more. Maximum recommended class size is 8. Monday - Friday 8am - 5pm availability.

TRN-GO-LIVE	Training - On-Site Go Live	3

Includes travel, meals and lodging. A minimum of 3 training days per visit. Day sessions are up to 8 hours Monday-Friday 8am-5pm. Recommended class size is 8. Unused sessions will be banked indefinitely. Please note, if 2 trainers work a training day, 2 training days expire. If this is Multi Juris, centralized training is required.

TRN-POST-LIVE	Training - On-Site Post Go Live	3

Includes travel, meals and lodging. A minimum of 3 training days per visit. Day sessions are up to 8 hours Monday-Friday 8am-5pm. Recommended class size is 8. Unused sessions will be banked indefinitely. Please note, if 2 trainers work a training day, 2 training days expire. If this is Multi Juris, centralized training is required.

TRN-PREGOLIVEREF	Training - Pre Go Live Refresher and Overview	2

Includes travel, meals and lodging. A minimum of 3 training days per visit. Day sessions are up to 8 hours Monday-Friday 8am-5pm. Recommended class size is 8. Unused sessions will be banked indefinitely. Please note, if 2 trainers work a training day, 2 training days expire. If this is Multi Juris, centralized training is required.

TRN-TTT-REFRESH	Training - 6 Month Refresher Training	3

Includes travel, meals and lodging. A minimum of 3 training days per visit. Day sessions are up to 8 hours Monday-Friday 8am-5pm. Recommended class size is 8. Unused sessions will be banked indefinitely. Please note, if 2 trainers work a training day, 2 training days expire. If this is Multi Juris, centralized training is required.

TRN-ADMIN-CONF	Training - Annual Administrator Training	3

Includes travel, meals and lodging. A minimum of 3 training days per visit. Day sessions are up to 8 hours Monday-Friday 8am-5pm. Recommended class size is 8. Unused sessions will be banked indefinitely. Please note, if 2 trainers work a training day, 2 training days expire. If this is Multi Juris, centralized training is required.

TRN-ONS-SPECIAL	Training - On-Site Specialized Training Administrators	5

Includes travel, meals and lodging. A minimum of 3 training days per visit. Day sessions are up to 8 hours Monday-Friday 8am-5pm. Recommended class size is 8. Unused sessions will be banked indefinitely. Please note, if 2 trainers work a training day, 2 training days expire. If this is Multi Juris, centralized training is required.

TRN-ONS-SPECAD	Training - On-Site Specialized Training CAD	3

Includes travel, meals and lodging. A minimum of 3 training days per visit. Day sessions are up to 8 hours Monday-Friday 8am-5pm. Recommended class size is 8. Unused sessions will be banked indefinitely. Please note, if 2 trainers work a training day, 2 training days expire. If this is Multi Juris, centralized training is required.

TRN-ONS-IA	Training - On-Site Specialized Training Internal Affairs	3

Includes travel, meals and lodging. A minimum of 3 training days per visit. Day sessions are up to 8 hours Monday-Friday 8am-5pm. Recommended class size is 8. Unused sessions will be banked indefinitely. Please note, if 2 trainers work a training day, 2 training days expire. If this is Multi Juris, centralized training is required.

TRN-PROP-ENDU	Training - On-Site Specialized Training Property and Evidence	2

Includes travel, meals and lodging. A minimum of 3 training days per visit. Day sessions are up to 8 hours Monday-Friday 8am-5pm. Recommended class size is 8. Unused sessions will be banked indefinitely. Please note, if 2 trainers work a training day, 2 training days expire. If this is Multi Juris, centralized training is required.

TRN-ONS-SYSADM	Training - On-Site System Administrator Training	3

Includes travel, meals and lodging. A minimum of 3 training days per visit. Day sessions are up to 8 hours Monday-Friday 8am-5pm. Recommended class size is 8. Unused sessions will be banked indefinitely. Please note, if 2 trainers work a training day, 2 training days expire. If this is Multi Juris, centralized training is required.

Code	Description	Qty
TRN-RECORDS	Training - On-Site Specialized Training Records Division	3
	Includes travel, meals and lodging. A minimum of 3 training days per visit. Day sessions are up to 8 hours Monday-Friday 8am-5pm. Recommended class size is 8. Unused sessions will be banked indefinitely. Please note, if 2 trainers work a training day, 2 training days expire. If this is Multi Juris, centralized training is required.	
TRN-RPT-ONS	Training - Phoenix DB and Crystal Rpt Dev (On-Site)	1
	Includes travel, meals and lodging. A minimum of 3 training days per visit. Day sessions are up to 8 hours Monday-Friday 8am-5pm. Recommended class size is 8. Unused sessions will be banked indefinitely. Please note, if 2 trainers work a training day, 2 training days expire. If this is Multi Juris, centralized training is required.	
TRN-ONS	Training - On-Site	1
	All training should be in connection with Yale Police at a mutually agreed upon training environment.	
TRN-ONS-CMS	Training - CMS On-Site Train the Trainer	2
	Includes travel, meals and lodging. A minimum of 3 training days per visit. Day sessions are up to 8 hours Monday-Friday 8am-5pm. Recommended class size is 8. Unused sessions will be banked indefinitely. Please note, if 2 trainers work a training day, 2 training days expire. If this is Multi Juris, centralized training is required.	
TRN-ONSITE-BI	Training - On-Site Specialized Training Power BI Dashboards	2
	Includes travel, meals and lodging. A minimum of 3 training days per visit. Day sessions are up to 8 hours Monday-Friday 8am-5pm. Recommended class size is 8. Unused sessions will be banked indefinitely. Please note, if 2 trainers work a training day, 2 training days expire. If this is Multi Juris, centralized training is required.	

Project Management

PM-GEN	Project Management and Professional Services	1

3rd Party Software

GOOG-MAP-SAAS	Google Map Subscription	200

Discount

PNX-DISC-STFIRST	Discount - First in State	1

Hosting Services

Cloud Hosting - AWS Disaster Recovery (East to West viceversa)

Pricing is Estimate only. Must get updated pricing from AWS when contract is signed.

ProPhoenix will manage the billing and payment for the hosting services with AWS. Customer agrees to pay the estimated annual cost for the upcoming year. The initial estimate will be billed and required to be paid upon signing the contract and thereafter added to the maintenance and support invoice. Annually, it will be reviewed against the actual usage and a new estimate will be provided and the amount adjusted on the support invoice. Any overage will be adjusted against the upcoming billing cycle and any under payment will be billed to the Customer in accordance with ProPhoenix's standard invoice procedure.

Dedicated hosting. Customer can access the servers similar to on-premise installation.

Specifications:
1. Site-to-site VPN: 2 Site-to-site VPN Connections DT Inbound 1024GB /month, DT Outbound 1024GB/month

2.Staging VPC

   EC2 Instances for CAD:
      Instance Size: m5a.small C:\200 GB; and D:\200 GB (Elastic Block Storage)

   EC2 Instances for RMS:

      Instance Size: m5a.small C:\200 GB, and D:\200 GB (Elastic Block Storage)

   EC2 Instances for SQL Standard:

      Instance Size:m5a.small C:\200 GB, D:\1000 GB - Data, E:\1000 GB - Log, F:\100 GB - TempDB(Elastic Block Storage)

3. Target VPC : Ondemand usage when DR drill is performed or during Disaster
   EC2 Instances for CAD:
      Instance Size: r5a.large 2 vCPUs, 16GB RAM, C:\200 GB; and D:\200 GB (Elastic Block Storage)

   EC2 Instances for RMS:

      Instance Size: r5a.large 2 vCPUs, 16GB RAM, C:\200 GB, and D:\200 GB (Elastic Block Storage)

   EC2 Instances for SQL Standard:

      Instance Size:r5.2xlarge (8 vCPUs, 64GB RAM, C:\200 GB, D:\1000 GB - Data, E:\1000 GB - Log, F:\100 GB - TempDB(Elastic Block Storage)

4. Storage Accounts:
   Data written to AWS Storage by Agency
      1,024 GB per Month Capacity -
      Volume Storage 1024 GB with retention period for Days, Months, Years.

   Backups
      VM Backups- Continuous Backups for point-in-time Recovery (PITR)
      VM Backups - Application-consistent backup.

5. AWS AD: Standard directory objects (1) Domain Controller - Secondary
6. AWS CloudWatch Metrics: Metrics requested (50); API requests (50) (Data Ingested, Standard Logs (30 GB), Cloudwatch Logs (30 GB), S3 (10GB)

Business Support: 24/7 phone, chat, and email access to cloud Support Engineers for unlimited contacts, with a response time of less than 1 hour.

*** Optional services: (will have additional charges approx 1000$/month) - *can be added as ondemand programmable services in the future.*
Web application Firewall, Network Firewall

NAT Gateway: *NAT Gateways (1) - while running Full DR*

Application Software

WDA (Mobile) Server - Police

WDA works with IP based communication link. Customer is required to procure the necessary hardware, software and service to establish the secure TCP/IP communication channel between wireless client and the Phoenix WDA server. ProPhoenix recommends NetMotion Mobility Software to satisfy CJIS requirements such as compliance with *FIPS 140-2* Encryption Requirements.

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

To use third party Map functions, the appropriate Mapping licenses are required.

WDA (Mobile) Client - Police (Site License)

WDA works with IP based communication link. Customer is required to procure the necessary hardware, software and service to establish the secure TCP/IP communication channel between wireless client and the Phoenix WDA server. ProPhoenix recommends NetMotion Mobility Software

Any GPS device that can be connected via serial port or USB which output's data in NMEA2 format can be used with WDA. WDA will automatically detect the GPS existence with no configuration.

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

To use third party Map functions, the appropriate Mapping licenses are required..

IA - Phoenix Internal Affairs (IA)-Site License (Law)

ProPhoenix Internal Affairs is a full featured solution designed to support the standards held by most law enforcement agencies. Using the latest Microsoft Technologies, and configured with an independent SQL database that does not allow access outside of an authorized IA user list.

Built on the same .NET and browser based technologies as our ProPhoenix suite of products, any authorized user can access this system anytime, anywhere.

- Independent product with no access from regular CAD and RMS users
- Easy to understand User Interface
- Complaint Entry – Anywhere, Anytime
- Case Management
- Effective Notification and Early Warning Systems
- Full Reporting System
- Automated Correspondences and Statistical Reports
- Phoenix integrated Video Interview Module is compatible with IA (Optional)

Subscription (Cloud) Accounts: Because the IA module does not contain NCIC access, ProPhoenix utilizes the standard Microsoft Azure Cloud service and not the NCIC required Government Cloud Service.

CAD Client - MultiJuris - Police/Fire/EMS (Site License)

Must meet the hardware requirements and be connected to Phoenix CAD server on a high speed IP LAN. Installation of Microsoft .Net 4.5 as part of the Windows O/S is required.

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

To use third party Map functions the appropriate Mapping licensing is required.   Onsite will require travel costs that are the responsibility of the customer and will be billed upon completion.

CAD Server - Multi-Juris Police/Fire/EMS/OEM/DPW

Customer is responsible to provide server and client hardware with minimum requirements and be connected to Phoenix CAD server on a high speed IP LAN. Installation of Microsoft .Net 4.5 as part of the Windows O/S is required.

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check

with your Sales Representative or Account Manager for the most current requirements.

To use third party Map functions the appropriate Mapping licensing is required.

CAD Status Client - Police/Sheriff (Site License)

Must meet the hardware requirements and be connected to Phoenix CAD server on a high speed IP LAN. Installation of Microsoft .Net 4.5 as part of the Windows O/S is required.

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

To use third party Map functions the appropriate Mapping licensing is required.

Phoenix Animal Control Module

Enter, track, and maintain all records associated with running an animal control facility. Animal records are maintained similar to human names with all descriptive characteristics and incident history. Once an animal name is created it will not need to be recreated for subsequent incidents involving the same animal. Data fields include: species, breed, sex, color, height, weight, length, pedigree name, DOB, chip ID, licenses, tags, expiration date, rabies shot info, collar/halter info, vet name (and associated contact info). Users can also capture the demeanor, observations regarding adequate food, water and shelter and ability to log multiple resolutions, warnings and/or summons issued for a case. Document all information relating to any incident involving an animal bite including multiple victims or multiple animals at the same location. Animal Control Officers can add narratives, reports and case details. Users can track all medical care while the animal is housed at facility. Users can attach scanned documents and photos to cases or animal records.

WDA - PD Multi Juris App Server License for Tablet and Phone

WDA App works with IP based communication. Customer is required to procure the necessary hardware, software, and service to establish the secure TCP/IP communication channel between wireless client and the Phoenix WDA App server. ProPhoenix recommends NetMotion Mobility Software.

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

To use third party Map functions, the appropriate Mapping licenses are required. App server supports iPad, Android and Windows Surface Pro

RMS Server - MultiJuris - Police

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

To use third-party Map functions, the appropriate Mapping licenses are required.

Included with an RMS License:

Accounting	e-Attachment Capabilities	Pawn Entry
Accreditation Assistance	Employment Application Tracking	Parking citations
Activity Log	e-Signature Capabilities	PDF Form Support
Alarms	Expungement	Permits
Arrest Entry	False Alarm Billing	Personnel Management
Attachments	Field Interview	Personnel Scheduling
Barcoding	Fleet Maintenance	Property Room
CAD Details	Gangs Module	Records
Camera Interface	GEO Management	Redaction Features
Case Management	Global Text Search	Report Entry and Approval
Citation Tracking	Help Desk Module	Social Media Profile Tracking
Citizen Services (Internal functions)	Incidents	SOR/Career Criminal Registry
Civil Process	Inventory	SSRS Reporting Capabilities
Clery Reporting (if applicable)	K-9	Stop Profile
CompStat Report	Mapping	Towing
Contacts	Master Search	Traffic
Crash Reports	MS Excel Export	Training
Crime Analysis BI	Mugshot and Line Ups	UCR and/or NIBRS
Details Worked Billing	Municipal Jail Cell Checks	Use of Force
Document Management	Name Mining	Vehicle (Plates, VIN, etc.)
Domestic Violence Tracking	Names	Warrants and Protective Orders
Drug Overdose	Notification Features	

Hardware and all the necessary system software, along with it's installation & configuration, are the responsibility of the customer unless otherwise specifically stated. System specifications must meet the minimum requirements.

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

To use third party Map functions, the appropriate Mapping licenses are required. Onsite will require travel costs that are the responsibility of the customer and will be billed upon completion.

FTO - Phoenix Field Training Officer Program

Development module. Specs to be determined.

Interface

Interface - Key Global Information Sharing

KGIS.Net interface provides the access to share certain information securely among other Phoenix users without duplicating the data (including index replication). Customer will have to open read-only access to Company KGIS Server. Customer has some options to limit the amount of detail information that can be shared. Data communication is based on GJXML schema.

No data is stored, or viewed by ProPhoenix. We simply provide a message switch to direct queries between agencies.

Interface - E911 Next Gen Features

Next Gen 911 specifications not yet finalized by APCO. This item will be for development of text to CAD if not done through the 911 phone vendor. If done through the phone vendor this interface will accept the phone vendor text data.

Interface - RapidSOS CAD Interface

RapidSOS provides life-saving multimedia, health profile, and real-time incident data from connected devices directly to 9-1-1 and first responders. RapidSOS works closely with mobile device manufacturers such as Apple and Android to get accurate location information along with emergency data when a 9-1-1 cell call is made.

- Automatically show RapidSOS data in a separate browser when a 9-1-1 call is received.
- Retrieve current device coordinates (Latitude and Longitude) from RapidSOS using a web service.
- Plot the incident location on the map in CAD and Mobile using the obtained coordinates.
  Set up an automatic rebid process with CAD to continuously update the location on the map such as while riding with Uber.
- Phoenix Enhanced CAD Interface Capabilities offers integration with Phoenix CAD. Emergency data associated with the cell number is sent to Rapid SOS, retrieved and stored from within CAD as part of the call. Pertinent data field will be saved and searchable. Phone vendors and other Rapid SOS partners may not allow all data to be passed to CAD via the Rapid SOS API. ProPhoenix can only display data provided by the Rapid SOS API.
  - Due to privacy considerations with Apple and Google medical information will no longer be integrated into the CAD history.

Please see https://info.rapidsos.com/prophoenix for more information.

Interface - ESRI Bundle (Phoenix CAD Map, RMS Map and Geo Sync)

1. Auto update new Addresses from ESRI into Phoenix
2. CAD and WDA will use ESRI map in place of a 3rd party mapping product.
3. RMS: ESRI map is used any place we show map such as Geo Analysis, AVL Replay, Master name etc)
4. RMS: ESRI layers can be pulled into RMS directly from ESRI which avoids duplicate layer creation in Phoenix

Interface - NCIC Server TCP/IP

New development

NCIC will take a minimum of 3 months to complete from the time of the meeting with the state and Customer.

Customer Responsibilities:

- Initiate conference call between State, Customer & ProPhoenix

- Determine the customer NCIC/CAD server & State server Nat Map IPs (State IP & CAD IP Map)

- NCIC/CAD server should able to Ping the State IP & Port#. The same way state need to communicate back to NCIC/CAD Server.

- Customer & State need to confirm the IP communication between Customer server and State Server.

- Provide transaction query list confirmation to ProPhoenix and to the State

ProPhoenix Development Responsibilities:

- NCIC communication channel between state IP & Port# and customer server

- Transaction query list (provided by customer as per above) – plate query, DL, name query & III. Transaction query list should contain around 12 to 18 queries. The State can limit the amount and types of queries allowed to be submitted through the interface.

- CAD & RMS need to add necessary UI based on transaction query list and business process such as follow up query based on NCIC response.

- Demonstrate to customer if customer is satisfied then notify the state.

- State Approval for production

- State will pick up the date for review and approval and organize the conference call to the State, customer & ProPhoenix.

- State will ask customer to run each query and the state will verify the NCIC response.

- If anything goes wrong the State will reschedule.

NCIC Go live to be approved by the state and ProPhoenix does not have any control over this.

Interface - Idemia LiveScan NIST Interface

The customer is responsible to contact/contract their Livescan provider for them to perform any interface related tasks to interface ProPhoenix to their system.

ProPhoenix will send a NIST file including all Biometric details and Mugshots to a shared folder in which the Livescan device will pull the file and provide the full details in the Livescan device to be transferred to state.

Interface - Central Square Cry Wolf Alarm Management and Billing

This interface will transfer the necessary information from Fire and/or Police RMS to Cry Wolf Solutions to accommodate Alarm billing. Expected data will be call information and CFS codes

Interface - PageGate SMS Message Interface

This will relay user-defined incident information to pagers associated with dispatched units as well as other designated pagers. It is an interface between CAD and alphanumeric paging encoders.

Interface - Connecticut e-Citation

Connecticut traffic citation form generation, Phoenix RMS Traffic Module population, and electronic submission to the State of Connecticut (if available). Customer must assist with submission testing and data certification with the state. There is NO per ticket

fee association with our interface.

ProPhoenix supports the e-seek M260 DL swipper (or current model e-seek DL scanning device supported by ProPhoenix). for auto population of data.

If a non-supported device is currently in use. ProPhoenix will attempt to configure the device to work with our software and develop drivers to allow for the scanning features. This work will be at additional cost and software drivers will be necessary at separate purchase.

Customer must assist with creation of the citation form and providing State contacts to set up and test the submissions (if applicable)

Interface - Adashi FirstResponse MDT Software

Push of CAD data to watch folder for Adashi to consume. Customer must assist with configuration, testing and coordination with vendors.

Interface - Connecticut COLLECT System

One direction push of request information to the State COLLECT System. Customer must assist with configuration and testing with the State.

Interface - Everbridge Critical Event Notification Program

Transfer of CAD data to Everbridge Event Notification Specs TBD. Customer required to assist with implementation and testing of this interface.

Interface - Connecticut Information Sharing System

Transfer of RMS data to the State of Connecticut Information Sharing System (CISS) Specs TBD Customer must assist with configuration and testing with the State.

Interface - Lenel S2 Access Control and Security Management

Bi directional interface to Lenel S2 system designed to transfer employee photos and other identifying information. Customer must assist with configuration and testing.

Interface - Text2Dispatch and LiveStream to Dispatch

Unless provided by ProPhoenix the agency must purchase a phone number from our partner, Twilio, and set up an account with them.

ProPhoenix will manage the billing and payment for the Txt2CAD interface with Twilio. Customer agrees to pay the estimated annual cost for the upcoming year. The initial estimate will be billed separately and thereafter added to the maintenance and support invoice. Annually, it will be reviewed against the actual usage and a new estimate will be provided and the amount adjusted on the support invoice. Any overage will be adjusted against the upcoming billing cycle and any under payment will be billed to the Customer in accordance with ProPhoenix's standard invoice procedure

In a multi-juris configuration each PSAP gets its own phone number. You can also port your own local number into Twilio at no cost.

The agency purchases from ProPhoenix the appropriate Text2Dispatch license (single or multi-juris)

ProPhoenix will configure the interface and enable the license.

Each phone number currently costs $1 per month

Each text message currently costs $0.0075 per message. (Example - 200 message/day will cost $45.00 + $1 = $46/month.

Prices from Twilio may change so for current price information please check: https://www.twilio.com/pricing

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Interface - Parsing UDP data directly from a GPS device

This GPS Server configuration will allow the GPS Service to parse UDP data directly from a GPS device.

When GPS data comes from the vehicle's modem, the GPS Server will parse that data. The system will look at the **Antenna ID** recorded for that Fleet vehicle in RMS and check if any unit is associated with that vehicle, and then update the Lat/Long of the vehicle in CAD.

A CSV File will be created containing the following fields –

       Event_ID (Call #)
       Officer_Badge_ID
       Officer_Dispatched_DateTime
       Officer_Cleared_DateTime
       Report_Number (Case #)
       Category
       Tag
       Title
       Street
   City
State
       ZIP_Code

     ProPhoenix is sending the information of Prime Officer, date, time, IR number etc to Axon by scheduled job interval. They are attaching this info to their video file so agencies can   search in the Axon system using Phoenix information. Currently, they can look up video by officer or date and time. This allows them to look up video with Case Number Prime   officer locations, etc.

No information is saved to the ProPhoenix database.

Interface - ShotSpotter Gunshot Detection System

When a gunshot event is detected ShotSpotter will send a payload of information containing data elements such as date, time, location, GPS coordinates and comments (if added) to the ProPhoenix CAD/WDA system. ProPhoenix will present a pop up window in CAD (WDA with permission) with the information and options to view, create, or cancel a call.

Customer must work with ShotSpotter and ProPhoenix to facilitate installation, assist with technical details and test the interface prior to installation on the production server.

Interface - LInX/D-DEx

Law Enforcement Information Exchange (LinX) is transforming the way it shares the law enforcement information with its federal, state and local law enforcement partners to exchange of criminal justice information that is complete, accurate, and timely to prevent the crime and systematically improve the investigation and prosecution of criminal activity.

This release of the Linx/D-DEx is based on the NIEM Template Requirements document and contains written documentation, sachems, instance documents, style sheet, a mapping spreadsheet, and additional documentation. The Linx/D-DEx will promote a standard for information sharing on a national level for law enforcement and criminal justice entities.

Interface - LexisNexis Buy Crash Reporting Service

ProPhoenix will create a job for job server to send a daily batch of Crash Reports to LexisNexis Buy Crash via XML for sale of reports to the public.

Interface includes discussions with LexisNexis, development, testing, and training.

Interface - Phoenix CAD to First Due Fire RMS

The information ProPhoenix will be pushing to First Due RMS is:

- Call Type
- Address
- Caller Info
- Apparatus with Response Times

- CAD Notes
- Time/ Number

Final data requirement TBD

Interface - Priority Dispatch Pro QA Bundle for Fire and EMS

Certified Interfaces to Pro QA. This would provide the dispatcher the correct protocol for handling EMS medical emergencies and Fire Department dispatching and provide (via ProQA) the information to assist with Emergency Medical and Fire Dispatching.

Interface - Telestaff (two way exchange)

Interface which imports roster information from Telestaff. RMS will support a 2 way transfer and personnel information between RMS and Telestaff.

Interface - Logisys CAD

ProPhoenix develops and "grabs" this information from an XML file. Logisys would have development costs and that figure must come from them. Car to car/car to dispatch center chat wouldn't be available, however since the information is populated. The call times and call number information, any individual activity will be available when officer logs on ProPhoenix RMS.

Citizen Services

Citizen Services - Initiation and Setup - Single Agency

Citizen Services is a subscription service hosted by ProPhoenix Corp. The minimum term is 1 year which is renewed annually unless cancelled in writing 60 days prior to expiration. {agencyname}.prophoenix.com will be established and hosted by the Company. Citizen Services allows the public to access the website to perform various online reporting functions.

Citizen Services (Crime View) - Annual Subscription

Citizen Services is a subscription service hosted by ProPhoenix Corp. The minimum term is 1 year which is renewed annually unless cancelled in writing 60 days prior to expiration. {agencyname}.prophoenix.com will be established and hosted by the Company. Citizen Services allows the public to access the website to perform various online reporting functions.

Custom Job

Custom Forms - Police

All future Connecticut State Forms will be Updated when required or Newly Built when issued, at No Cost to New Haven.

Installation

Installation - Phoenix Software

Server Hardware and System Software must be installed, configured, and available before installation can begin. Customer must provide remote access with full Administrator privilege to the server. Each CAD client PC's should be available on the network with the minimum recommended configuration. Installation will be done remotely using Remote Desktop access.

Optional on-site installation requests will require travel and personnel costs that are the responsibility of the customer and will be billed upon completion. Estimates of cost will be provided if on-site installation is desired and will be based on our actual cost for personnel, travel and accommodations. Meals and incidentals will be actual cost not to exceed the IRS per diem. Contact ProPhoenix to discuss the minimum hardware requirement and various configuration options.

Installation - Google Map Setup and Configuration

Enable Google map integration with either RMS, CAD and WDA for either Police or Fire usage. Annual Subscription is required which may be listed as a separate line item.

Google no longer supports IE9 and users must upgrade to IE10 or higher to properly display Google Mapping.

Installation - Components/Licensing for Test Server

Setup and Install Test Database on Customer Server. ProPhoenix recommends a test server and test database be used to qualify new releases before moving the new version to the production database.

Interface - NIBRS Module Configuration and Set Up

Requirements for assisting customer with submitting live NIBRS information to the State. NIBRS Module Mapping of Charge Codes, Review and configuration of CFS Codes, Training, State Certificate and Configuration of NIBRS functionality in the ProPhoenix applications. Includes the necessary set up of the connections with the State for successful test submissions, and preparation and testing for live submissions. No additional servers or hardware are required. This will be installed with the Phoenix Records Management System.

Power BI Configuration for SQL Enterprise or Standard

ProPhoenix will configure the database for BI, setup all the supplied dashboards and enable them from within RMS. This set up includes 2 Power BI Pro licenses if Customer does not use SQL Enterprise version.

Implementation Services - Municipal CMS Module

Installation, Configuration, Training, and overall Implementation of the Phoenix Municipal Corrections Management System

Conversion

Populate Geo (Address)

Customer is responsible for providing the required Geo data based on the ProPhoenix data layout in the GEO spreadsheet or pay for the purchase the address only data from online sources. Intersections cannot be obtained from these online sources and must be provided by customer in spreadsheet format, or hand entered. If Lat/Long information is not provided by customer, Company will populate the Latitude and Longitude for addresses based on the match found in the 3rd party Map applications used by ProPhoenix and will generate a report of all the addresses not found in these programs.

Customer will be required to correct addresses, or manually update the latitude/longitude, for any missing entries. Customer is responsible to verify and update GEO data in the spreadsheets before Company inserts the GEO data.

Data Conversion - Tri Tech RMS

Data Conversion is one of the most significant elements for a successful migration from one public safety system to another. Differences in data base design, structure, layouts, nomenclature, codes, tables, etc., as well as the legal ramifications of one vendor touching another vendor's system, makes it a daunting task to execute and manage. Thus, a very close working relationship with the client is necessary in order to ensure the task of Data Conversion is successful. Client and Vendor collaboration is essential to identify that all meaningful data is converted or made available to protect years of valuable historical information. The identification of what key and critical data is "meaningful", and what can and should be converted, as well as what alternative retrieval strategies might be used, such as some data being stored as attached documents, is a work process we are prepared to undertake with your assistance. Unless otherwise specified, data conversion consists of:

- **Name Module**: Jacket, Non-Jacket, Alias, Address, Flags, Associates, Family Info, Employee/School, Gang, Name Activity, Pictures, Comments, Attachments, and Gun Permits.
- **Incident Module**: Call Detail, Case Detail, Unit History, CAD Comments, Vehicles, Names, Attachments, Call Summary, and Report Narratives (only the actual existing narratives).
- **Arrest Module**: Arrest Data, Charge Info, Mugshots, Arrest Comments, Vehicles, and Attachments.
- **Property Module**: Location, Vehicles, Status, Property Room Data, Attachments, and Property History.
- **Citation Module**: Violation Data, Vehicle Info, Attachments and Comments.
- **Personnel Module**: Names, Employee#, Address, Email, User Name, Phone #, Sex, Race, Ethnicity, DOB, Hire Date, PF Type, Rank, Badge.
- **Crash Module Optional**: If included in proposal, conversion includes Crash Data, Vehicle, Violation and Driver Info., and Narrative.

In order to support this effort, the customer is required to perform the actual task of providing a copy of the database or performing data extraction in ASCII (with guidance and assistance from ProPhoenix), delimited format or in SQL format.

Our Conversion Manager will work closely with your designated personnel. We will install a temporary conversion database that will be utilized until the data conversion process is complete. We will use the copy of your database to conduct the preliminary field mapping and conversion to be review by your staff. Following Go Live on Phoenix software, we will require a final copy of the source database(s), perform the conversion, allow some time for your staff to review and then insert the data into the Live database. The assigned ProPhoenix Project Manager will work closely with your team and our conversion team to make sure the project stays on track and deadlines are met for this and all aspects of the implementation.

A separate, temporary Conversion database is created. All converted data must be reviewed and certified by a member of the Agency team most familiar with the current department records. Once certified and inserted into the Production database, changes will not be possible. Timely responses (within10 days of requests) is necessary to keep the conversion timeline and process on track. Delays will affect project timelines.

Most of the data conversion occurs following Go Live and once the Agencies have stopped using their current software. However, in order to prepare for Go Live and a smooth migration from one system to another, three parts will be converted and available in the Phoenix system before transition.

All history associated to the above conversions and remaining information such as incidents, arrests, etc. would be completed once the current software is no longer being updated and the data is copied and presented to ProPhoenix to complete the final conversion.

Data Conversion - Crash Reports

Data Conversion is one of the most significant elements for a successful migration from one public safety system to another. Differences in data base design, structure, layouts, nomenclature, codes, tables, etc., as well as the legal ramifications of one vendor touching another vendor's system, makes it a daunting task to execute and manage. Thus, a very close working relationship with the client is necessary in order to ensure the task of Data Conversion is successful. Client and Vendor collaboration is essential to identify that all meaningful data is converted or made available to protect years of valuable historical information. The identification of what key and critical data is "meaningful", and what can and should be converted, as well as what alternative retrieval strategies might be used, such as some data being stored as attached documents, is a work process we are prepared to undertake with your assistance. Unless otherwise specified, data conversion consists of:

- **Crash Module:** Conversion includes Crash Data, Vehicle, Violation, Driver Information, and Narrative.

In order to support this effort, the customer is required to perform the actual task of providing a copy of the database or performing data extraction in ASCII (with guidance and assistance from ProPhoenix), delimited format or in SQL format.

Our Conversion Manager will work closely with your designated personnel. We will install a temporary conversion database that will be utilized until the data conversion process is complete. We will use the copy of your database to conduct the preliminary field mapping and conversion to be review by your staff. Following Go Live on Phoenix software, we will require a final copy of the source database(s), perform the conversion, allow some time for your staff to review and then insert the data into the Live database. The assigned ProPhoenix Project Manager will work closely with your team and our conversion team to make sure the project stays on track and deadlines are met for this and all aspects of the implementation.

A separate, temporary Conversion database is created. All converted data must be reviewed and certified by a member of the Agency team most familiar with the current department records. Once certified and inserted into the Production database, changes will not be possible. Timely responses (within10 days of requests) is necessary to keep the conversion timeline and process on track. Delays will affect project timelines.

Most of the data conversion occurs following Go Live and once the Agencies have stopped using their current software. However, in order to prepare for Go Live and a smooth migration from one system to another, three parts will be converted and available in the Phoenix system before transition.

All history associated to the above conversions and remaining information such as incidents, arrests, etc. would be completed once the current software is no longer being updated and the data is copied and presented to ProPhoenix to complete the final conversion.

Data Conversion - Sunguard OSSI

Data Conversion is one of the most significant elements for a successful migration from one public safety system to another. Differences in data base design, structure, layouts, nomenclature, codes, tables, etc., as well as the legal ramifications of one vendor touching another vendor's system, makes it a daunting task to execute and manage. Thus, a very close working relationship with the client is necessary in order to ensure the task of Data Conversion is successful. Client and Vendor collaboration is essential to identify that all meaningful data is converted or made available to protect years of valuable historical information. The identification of what key and critical data is "meaningful", and what can and should be converted, as well as what alternative retrieval strategies might be used, such as some data being stored as attached documents, is a work process we are prepared to undertake with your assistance. Unless otherwise specified, data conversion consists of:

- **Name Module**: Jacket, Non-Jacket, Alias, Address, Flags, Associates, Family Info, Employee/School, Gang, Name Activity, Pictures, Comments, Attachments, and Gun Permits.
- **Incident Module**: Call Detail, Case Detail, Unit History, CAD Comments, Vehicles, Names, Attachments, Call Summary, and Report Narratives (only the actual existing narratives).
- **Arrest Module**: Arrest Data, Charge Info, Mugshots, Arrest Comments, Vehicles, and Attachments.
- **Property Module**: Location, Vehicles, Status, Property Room Data, Attachments, and Property History.
- **Citation Module**: Violation Data, Vehicle Info, Attachments and Comments.
- **Crash Module Optional:** If included in proposal, conversion includes Crash Data, Vehicle, Violation and Driver Info., and Narrative.

In order to support this effort, the customer is required to perform the actual task of providing a copy of the database or performing data extraction in ASCII (with guidance and assistance from ProPhoenix), delimited format or in SQL format.

Our Conversion Manager will work closely with your designated personnel. We will install a temporary conversion database that will be utilized until the data conversion process is complete. We will use the copy of your database to conduct the preliminary field mapping and conversion to be review by your staff. Following Go Live on Phoenix software, we will require a final copy of the source database(s), perform the conversion, allow some time for your staff to review and then insert the data into the Live database. The assigned ProPhoenix Project Manager will work closely with your team and our conversion team to make sure the project stays on track and deadlines are met for this and all aspects of the implementation.

A separate, temporary Conversion database is created. All converted data must be reviewed and certified by a member of the Agency team most familiar with the current department records. Once certified and inserted into the Production database, changes will not be possible. Timely responses (within10 days of requests) is necessary to keep the conversion timeline and process on track. Delays will affect project timelines.

Most of the data conversion occurs following Go Live and once the Agencies have stopped using their current software. However, in order to prepare for Go Live and a smooth migration from one system to another, three parts will be converted and available in the Phoenix system before transition.

All history associated to the above conversions and remaining information such as incidents, arrests, etc. would be completed once the current software is no longer being updated and the data is copied and presented to ProPhoenix to complete the final conversion.

Customer is responsible to provide the data in ASCII data or in SQL along with its data layout, if requested. ProPhoenix will work with the Customer and attempt to convert as much of the meaningful data listed as possible. Only data that can be brought over to the existing Phoenix modules can be converted. Customer must validate the data for accuracy. ProPhoenix not responsible for this validation. Activity Name: Name Mapping Name Master, Address, Phone, Physical Name Conversion testing Booking Details Mapping SPN#, Booking Details, Booking Conversion Testing Booking Charge Mapping

Training

Training - On-Site Train the Trainer

Onsite training consists of:
- 8 hour day including setup and QA period. - typically using a train-the-trainer approach
- Customer Provides the training location, workstations and projection equipment for students and instructor
- Up to 12 students maximum
- On any topic the customer chooses based on training agendas developed by ProPhoenix
- Primary focus of Training for new implementations will focus on Core Modules needed for go-live
- Recommended agendas are established for project implementation and train-the-trainer sessions
- Specialized Training for specific topics such Alarms Billing, Evidence Management, Document Management, Fleet Management, etc.
- Advanced training is for users that are responsible for managing the system and users
- Onsite Support is treated the same as training and is design the new customer get through the initial go-live and field questions as they come up
- Post Go-Live training is used to review areas that the customer is having some doubts and to provide training on specialized modules
- Per Diem and Travel expenses billed to customer unless otherwise specified in the agreement
- Provided training is to be held between 8AM and 5PM Monday thru Friday (later hours may be available at additional cost)

Training - Off-Site On-Line (WEB and/or Telephone)

The price is $125 per hour and there is a one hour minimum for on-line training.
The time be rounded up to the next half hour. Example: 1 hour and 47 minutes is rounded up to 2 hrs.

There is no limit to the number of students, but care must be used by customer to arrange effective class sizes taking into account the size of the screen for the on-site viewing.

Training - On-Site Go Live

Onsite training consists of:
- 8 hour day including setup and QA period. - typically using a train-the-trainer approach
- Customer Provides the training location, workstations and projection equipment for students and instructor
- Up to 12 students maximum
- On any topic the customer chooses based on training agendas developed by ProPhoenix
- Primary focus of Training for new implementations will focus on Core Modules needed for go-live
- Recommended agendas are established for project implementation and train-the-trainer sessions
- Specialized Training for specific topics such Alarms Billing, Evidence Management, Document Management, Fleet Management, etc.
- Advanced training is for users that are responsible for managing the system and users
- Onsite Support is treated the same as training and is design the new customer get through the initial go-live and field questions as they come up
- Post Go-Live training is used to review areas that the customer is having some doubts and to provide training on specialized modules
- Per Diem and Travel expenses billed to customer unless otherwise specified in the agreement.

Training - On-Site Post Go Live

Onsite training consists of:
- 8 hour day including setup and QA period. - typically using a train-the-trainer approach
- Customer Provides the training location, workstations and projection equipment for students and instructor
- Up to 12 students maximum
- On any topic the customer chooses based on training agendas developed by ProPhoenix
- Primary focus of Training for new implementations will focus on Core Modules needed for go-live
- Recommended agendas are established for project implementation and train-the-trainer sessions
- Specialized Training for specific topics such Alarms Billing, Evidence Management, Document Management, Fleet Management, etc.
- Advanced training is for users that are responsible for managing the system and users
- Onsite Support is treated the same as training and is design the new customer get through the initial go-live and field questions as they come up
- Post Go-Live training is used to review areas that the customer is having some doubts and to provide training on specialized modules
- Per Diem and Travel expenses billed to customer unless otherwise specified in the agreement.

Training - Pre Go Live Refresher and Overview

Prior to Go-Live Refresher training and Go Live Prep is provided to ensure a smooth transition.

Training - 6 Month Refresher Training

If travel expenses are not specifically listed as included in this proposal, they will be additional and the responsibility of the customer.

Training - Annual Administrator Training

High level off site administrator training and updates. Training held at a Company location.

Training - On-Site Specialized Training Administrators

On-Site Specialized Advanced Training.   If travel expenses are not listed as included in this proposal they will be additional and the responsibility of the customer.

Training - On-Site Specialized Training CAD

On-Site Specialized Advanced CAD Training.   If travel expenses are not listed as included in this proposal they will be additional and the responsibility of the customer.

Training - On-Site Specialized Training Internal Affairs

Overview of the Internal Affairs module and specialized training and set up for authorized staff

Training - On-Site System Administrator Training

Onsite training consists of:
- 8 hour day including setup and QA period. - typically using a train-the-trainer approach
- Customer Provides the training location, workstations and projection equipment for students and instructor
- Up to 12 students maximum
- On any topic the customer chooses based on training agendas developed by ProPhoenix
- Primary focus of Training for new implementations will focus on Core Modules needed for go-live
- Recommended agendas are established for project implementation and train-the-trainer sessions
- Specialized Training for specific topics such Alarms Billing, Evidence Management, Document Management, Fleet Management, etc.
- Advanced training is for users that are responsible for managing the system and users
- Onsite Support is treated the same as training and is design the new customer get through the initial go-live and field questions as they come up
- Post Go-Live training is used to review areas that the customer is having some doubts and to provide training on specialized modules
- Per Diem and Travel expenses billed to customer unless otherwise specified in the agreement.

Training - On-Site Specialized Training Records Division

Specialized Records Division Training

Training - Phoenix DB and Crystal Rpt Dev (On-Site)

Maximum 10 students per class. Duration of the class is expected to be 4 days depending on class size. Students must have prior knowledge of Crystal Reports XI. All information to create custom reports in Phoenix will be provided. Electronic Database layout will be provided. Class will cover Phoenix database structure and the relationship. A basic database knowledge is required to attend this class. Crystal Report training is not provided. It is necessary that attendee has Crystal Report XI or higher knowledge and that knowledge will be used to explain how it applies to the Phoenix data base. This training takes place in customer State at customer provided site. Students must have individual PC's and access to Phoenix Software. Travel costs not included unless otherwise stated in this proposal.

Training - On-Site

Unless otherwise stated, On-site training will require travel costs that are the responsibility of the customer and will be billed upon completion.

Training - CMS On-Site Train the Trainer

If travel expenses are not specifically listed as included in this proposal, they will be additional and the responsibility of the customer.

Training - On-Site Specialized Training Power BI Dashboards

Onsite training consists of:
- 8 hour day including setup and QA period. - typically using a train-the-trainer approach

- Customer Provides the training location, workstations and projection equipment for students and instructor
- Up to 12 students maximum
- Primary focus of Training for use of, configuration and assignments of Power BI Dashboards
- Per Diem and Travel expenses billed to customer unless otherwise specified in the agreement.

Project Management

Project Management and Professional Services

ProPhoenix has developed a project management methodology based on best practices and on Project Management Institute (PMI) recommendations. All new projects are divided into the following six distinctive project phases.

1. Initiation: Establish initial communication with the customer, set up internal systems, on-site analysis and initiation of the planning stage.
2. Planning: Conduct site visit if applicable, finalize project plan, and prepare internal team.
3. Implementation: Manage and coordinate with installation team to Install and configure software, conduct system administration training (if contracted), and execute a sample data conversion (if contracted)
4. User Training: If any training days purchased, manage train the trainer training, assist end user training, and prepare to go live.
5. Go-Live: Go live, conduct post go-live training, and perform data conversion (if contracted).
6. Closing: Conduct final review and project close-out. At completion, transfer project management to technical support staff.

3rd Party Software

Google Map Subscription

Customer must open access to Google Map service from the server and all clients. Google cost is the total number of vehicles assigned to the Police and/or Fire fleet. CAD client and/or RMS access to Google Map is covered under this umbrella at no additional charge.

Google License Fee is an annual fee. First fee will be invoiced and subsequent year's license fees will be billed with the annual support.

Google no longer supports IE9 and users must upgrade to IE10 or higher to properly display Google Mapping.

Google map subscription is accessed via the internet and may affect data usage. Check with your provider to see if Google Map data consumption may increase data plan costs.

SOFTWARE LICENSE AND SUPPORT AGREEMENT

This SOFTWARE LICENSE AND SUPPORT AGREEMENT ("Agreement") is entered into this _____ of --------------, 2023 by and between Chenosa Systems Corporation, a New Jersey corporation doing business as "ProPhoenix," with its principal place of business at 502 Pleasant Valley Avenue, Moorestown, NJ 08057 ("ProPhoenix"), and the City of New Haven, CT, a municipal corporation with its principal place of business at 103 Church Street New Haven, CT 06510 ("Licensee").

In consideration for the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that ProPhoenix will provide, and Licensee will accept, the software and services described in the proposal described below and attached to this Agreement as Appendix A (the "Proposal"), in exchange for the fees set forth in the Proposal and pursuant to the terms and conditions set forth in this Agreement.

THE PROPOSAL INCORPORATED INTO THIS AGREEMENT IS:

Title: New Haven Public Safety Management System Software 12-26-22 (Appendix A)

Proposal #: 22-289   Date: December 26, 2022   Number of licensed Sites: 1

ADDITIONAL TERMS AND LICENSE RESTRICTIONS:

The Customer will assist in and beta test any New Core Product Global Enhancements at ProPhoenix's request. In exchange, ProPhoenix will provide New Core Product Global Enhancements at no additional cost to the Customer, except for any implementation services and recurring normal annual support and maintenance for the tested product. Interface development or Agency-Specific development requests may be excluded from this agreement if not mutually agreed upon prior to the start of development or beta testing. New Core Product Global Enhancements are defined as enhancements implemented into the core product that benefit all ProPhoenix Users.

PAYMENT TERMS:

Payment Milestones	Payment	When Invoiced
1. AWS Hosting Fee with Disaster Recovery	$ 36,000.00	Beginning of Initiation Phase
2. Project Initiation	$ 885,000.00	Completion of Initiation Phase
3. Project Planning	$ 460,000.00	Planning Stage Phase 1 Completed
4. Implementation Phase	$ 350,000.00	Implementation Stage Phase I
5. Implementation Phase	$ 150,000.00	Implementation Phase Completed
6. Go Live Ready	$ 98,320.00	Go Live Ready Phase Completed
Total Milestone 2-6 = Software and Services	$ 1,943,320.00	
Total Project Costs with 1st Year AWS Fee	$ 1,979,320.00	

Subsequent Year Software and Support Fees begin (1) one year from date shown below

Support Year	Annual Support Fee	AWS DR Hosting Fee	When Invoiced
Year 1	$ 302,468.10	Included in Milestone 1	Support Fee Waived
Year 2	$ 317,591.51	$ 36,000.00*	1st Anniversary of Software Installation
Year 3	$ 333,471.09	$ 36,000.00*	2nd Anniversary
Year 4	$ 350,144.64	$ 36,000.00*	3rd Anniversary
Year 5	$ 367,651.87	$ 36,000.00*	4th Anniversary
Year 6	$ 386,034.46	$ 36,000.00*	5th Anniversary
Each year thereafter	Limited to 5% maximum increase over prior year's total.	Renews annually *cost may adjust annually based on AWS fee changes, as provided in "Fees and Invoices" below	

●●●

The parties agree to the terms and conditions of this Software License and Support Agreement as of the date set forth above.

PROPHOENIX CORPORATION: **CUSTOMER:**

By:_____   By:_____

Name: Jeffrey Reit   Name:_____

Title: Executive Vice President

Date:_____   Title:_____

                                               Date:_____

                                               Delivery Address, if different from above:

                                               _____

                                               _____

TERMS AND CONDITIONS

PART I. SOFTWARE LICENSE TERMS

Capitalized terms (shown in bold at their first use in this Agreement) are defined in Section 14.

1.0 LICENSE AND SOFTWARE USE

1.1 ProPhoenix grants Licensee a non-exclusive license to install and use the **Software** in object code form only and to use the **Documentation**, as described in this Section 1. The Software is being licensed, not sold, to Licensee by ProPhoenix for use only under the terms of this Agreement, and ProPhoenix reserves all rights not expressly granted to Licensee.

1.2 Licensee may:

A. Install the Software on a single **Server** (or any additional number specified in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto), using only one (1) production database and/or unlimited training databases (unless otherwise specified in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto), to process information internally for the governmental and public safety functions assigned to Licensee by the relevant governmental authorities.

B. Use the Software subject to the limitations on the number and type of **Concurrent Users** specified in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto.

C. Make one (1) backup copy of the Software to protect against malfunction or damage to Licensee's computer systems or the media on which the Software is stored.

D. Physically duplicate the Documentation for archival purposes and for individuals employed by Licensee who are directly responsible for the daily ongoing operation of the Software.

E. Make an appropriate number of copies of the Software and Documentation for internal training and testing purposes.

F. Permit Licensee's employees and agents to use the Software and Documentation on Licensee's behalf if they agree in writing to comply with the terms and conditions of Sections 1 and 11 of this Agreement or substantially similar terms; Licensee will remain responsible for the compliance with these terms by third parties using the Software or Documentation with Licensee's permission.

If Licensee desire to use any Software or Documentation for purposes that exceed the restrictions set forth in this Agreement, then an additional license will be required.

1.3 Licensee may not:

A. Use the Software for any purpose other than for the governmental and public safety functions assigned to Licensee by the relevant governmental authorities.

B. License, sell, rent, lend, sublicense or lease the Software or Documentation to, or permit the use of the Software by or for the primary benefit of, any third party.

C. Modify or attempt to modify the Software or any part of it.

D. Reverse engineer, decompile or disassemble the Software (or attempt to do so) under any circumstances.

E. Copy any part of the Software or Documentation unless this Agreement permits it.

F. Merge, associate or combine, or attempt to merge, associate or combine, the Software with or into any third party software other than the **Third Party Software.**

G. Remove or destroy any proprietary markings or legends, including copyright and trademark notices, appearing on or contained within any Software or Documentation.

H. Export or re-export the Software and/or associated documentation in violation of the United States export rules and regulations.

1.4 The Software, documentation and any other materials accompanying this Agreement may be provided by ProPhoenix, at its option, on disk, in read only memory, via an FTP website download, or on any other media or in any other form

1.5 ProPhoenix and its **Third-Party Software Providers** (if any) retain all right, title and interest in the Software and Documentation (including copies made by Licensee), except for those rights expressly granted to Licensee under this Agreement. Licensee acknowledge that ProPhoenix, its Third-Party Software Providers (if any), and their successors and assigns own all proprietary rights in the Software and Documentation, including copyrights and valuable trade secrets.

1.6 The Third-Party Software Providers are beneficiaries of this Agreement and may enforce this Agreement to protect their rights in the Third-Party Software. Licensee acknowledges the right of the Third Party Software Providers in their respective software and related data and materials, including, but not limited to, trademarks and copyrights. Each party to this Agreement expressly indemnifies and holds the other party harmless against all claims, suits and damages by Third Party Software providers arising out of or caused by that party's breach of such Third Party Software license agreements.

1.7 If requested by ProPhoenix, Licensee will submit an annual certification, signed by an officer or authorized representative, specifying the number of users and number and location of all copies of the Software that Licensee has. ProPhoenix may also, once annually, upon reasonable notice and during regular business hours, audit compliance with the license restrictions; to that end, Licensee shall permit ProPhoenix to inspect Licensee's computer system on which Licensee is operating the Software upon forty-eight (48) hours' prior written notice to Licensee.

2.0 SERVICES. Licensee is responsible for the installation and configuration of the Software, training, on-site services and other professional services, unless either (a) those services are described in the Proposal or (b) Licensee has agreed in writing to purchase those professional services from ProPhoenix pursuant to a separate agreement, at ProPhoenix's standard rates in effect at the time. If on-site services (or training

anywhere other than at a ProPhoenix facility) are requested, Customer will also reimburse ProPhoenix for its reasonable travel expenses.

PART II. <u>SUPPORT AND MAINTENANCE TERMS</u>

3.0   SOFTWARE SUPPORT

3.1   During the term of any Software Support period in effect, ProPhoenix will provide Licensee with the following Software Support:

A.   ***Enhancements*** and related documentation made generally available at no additional charge to all licensees of ProPhoenix who have purchased support and maintenance.   Nothing herein shall be construed as requiring ProPhoenix to provide Enhancements that are generally not available to other clients of ProPhoenix. Any product that is designated by ProPhoenix as a new product will not be included in Software Support. Where ProPhoenix makes a new product available, Licensee may obtain such product from ProPhoenix pursuant to its regular purchasing practices.

B.   Telephone, online and e-mail consultation services, for up to one ***Support Environment*** including problem solving, bug reporting, documentation clarification and technical guidance for the Software.   Telephone and e-mail consultations will be available during the hours of 9:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, exclusive of ProPhoenix holidays, and pager support for ***Critical Errors*** will be available at all other times.

C.   Online support options are available on a 24 hours-a-day, 7   days-a-week   basis   through   the   Internet   at http://support.prophoenix.com. The information available at this website will, at ProPhoenix's option, include, timesaving technical tips, online support, a download library of Enhancements, and Documentation associated with the Software. ProPhoenix will endeavor to post its latest technical notes on this website.

3.2   ProPhoenix will use best efforts to respond to Licensee within two (2) hours after contact by Licensee's authorized personnel for any ***Critical Errors***, within two (2) business hours for any ***High Errors*** and within two to three (2-3) business days for all other issues.   ProPhoenix will expend commercially reasonable efforts to provide an ***Error Correction*** designed to solve or bypass a reported ***Error***. ProPhoenix will reasonably determine the priority level of Errors and use the following protocol for ***Critical or High Errors***:   (1) promptly assign specialists to correct the Error on an expedited basis; (2) provide ongoing communication on the status of an Error Correction; and (3) commence efforts to provide a temporary workaround or fix.

3.3   Requests for non-critical support outside normal support hours may be made by leaving a voicemail on the ProPhoenix support number, or by sending an email, fax or online request to ProPhoenix. ProPhoenix will use commercially reasonable efforts to respond to requests for Software Support outside of normal hours within eight (8) business hours of its actual receipt and knowledge of such voice, email, fax or online request. After hour support for non-critical issues is provided for an additional cost calculated at ProPhoenix's then-current hourly rate (presently $125 per hour), per support issue.

3.4   Software Support will be provided remotely via an online connection. Software Support, including all diagnostic and remedial assistance at Licensee's facilities or other remote locations is not included within the Software Support provided

hereunder.   Such diagnostic and remedial assistance at Licensee's facilities or other remote locations may be obtained by Licensee by purchasing separate consulting services from ProPhoenix at ProPhoenix's then-existing rates, plus expenses.

4.0   TERMS   OF   PERFORMANCE   OF   SOFTWARE SUPPORT SERVICES

4.1   ProPhoenix will be obligated to perform Software Support for the Software only if it remains unmodified, or modified only by ProPhoenix or its agents.   Support does not include (i) any work related to providing consultation about or ensuring Software compatibility with application servers, platforms, network configurations, customizations (unless additional Support for customized versions is purchased), web browsers, databases other than those with which the Software is then currently developed to work, or versions of any of the foregoing, (ii) database performance tuning, (iii) Licensee-specific application usage assistance, or (iv) hardware maintenance.

4.2   ProPhoenix will not provide Software Support with respect to problems with the Software or other Product which results from any negligent conduct or misuse by Licensee, its employees or agents, or any other third party, including without limitation, (1) damages caused by accidents, relocation or other movement; (2) neglect; (3) a failure to maintain proper environmental conditions; or (4) a failure to use the Software in accordance with the applicable Documentation.

4.3   Licensee will be responsible for the following:

A.   Installing the Software as well as any Enhancements to the Software, unless Licensee has retained ProPhoenix to complete the installation.   Where Licensee installs any software or performs any installation activities, it must confirm the compatibility of such software prior to installation, and Licensee always remains responsible for setting up and configuring its   secure connections among hardware and software components, at its own expense, to satisfy Licensee's particular security requirements.

B.   Keeping its hardware and network in proper working order and running the latest releases of all Third Party Software and other operating software.

C.   Maintaining trained designated representatives with a working knowledge of Licensee's programs and system hardware;

D.   Promptly notifying ProPhoenix of suspected Errors or needs for service, and upon request, providing to ProPhoenix written documentation with respect to any such Errors. In order to maintain its right to obtain Software Support, including remote troubleshooting and other diagnostic and repair functions, Licensee must provide ProPhoenix with access (via secure Internet connection) to servers running the Software whenever necessary to troubleshoot or fix a specific problem that has arisen and for which assistance has been requested pursuant to this Agreement.   Licensee will communicate with ProPhoenix with respect to the Software Support only through its designated representative.

E.   All maintenance and support of any network linked to the CPU containing the Software.

F.   If license is for multi-jurisdictional use, the Licensee is responsible to provide the initial first line support and enter each electronic CRM   work request for all participating agencies in the multi- jurisdictional installation.

4.4 If Software Support is terminated, then (a) support of all types, including but not limited to Enhancements, operational support and telephone or email support will only be available on a non-priority basis at ProPhoenix's time and material rates as then in effect, and (b) ProPhoenix reserves the right to enter into a new Software Support agreement with Licensee only on re-negotiated terms. In the event that Licensee terminates its Software Support, and Licensee thereafter wishes to reinstate those Software Support (and ProPhoenix agrees to such reinstatement), in addition to the then-existing rate for Software Support, ProPhoenix may require Licensee to pay a Reinstatement Fee equal to thirty five percent (35%) of such then-existing rate.

4.5 In the event that Licensee has (i) elected to discontinue Support services or (ii) breached Licensee's payment obligations under this Agreement or any other agreement between the parties, ProPhoenix may elect to withhold Software Support, and this action by ProPhoenix would not constitute a breach of this Agreement or a waiver of Licensee's breach.

4.6 A version of the Software will be deemed obsolete one hundred twenty (120) days following receipt by Licensee of a new Enhancement superseding the prior version of the Software. ProPhoenix will not support obsolete versions of the Software, provided, however, that if installation of the new version requires Licensee to pay a new purchase price, Licensee may choose not to purchase the new version and shall receive support through the end of the current Software Support period. In no event, however, shall ProPhoenix be required to support an obsolete version of the Software for more than twelve (12) months from the date of release of an Enhancement superseding the prior version of the Software.

4.7 ProPhoenix relies on its electronic CRM system that Licensee is required to use. ProPhoenix shall keep an accurate event log in the CRM electronic supporting system showing every CRM reported incident of trouble, every action taken by ProPhoenix personnel with respect to each such incident, as well every report of trouble by customer to the ProPhoenix CRM, including time and resolution. Licensee may at any time during a Software Support period access and view the CRM for complete information relating to the foregoing.

If Licensee does not use the ProPhoenix CRM, Licensee shall keep an accurate event log for any support requests not submitted via the ProPhoenix CRM electronic supporting system showing every incident of trouble, every action taken by Licensee's personnel with respect to each such incident, as well as every report of trouble by Licensee to ProPhoenix, including time of fix and/or resolution. Upon request by ProPhoenix, Licensee shall provide a report to ProPhoenix relating to the foregoing.

4.8 No action by ProPhoenix in the performance of Software Support shall be deemed to expand the scope of Software Support as defined herein.

4.9 Licensee is responsible for the installation and configuration of the Software, training, on-site services and other professional services. See Section 2.0 of this Agreement. Ongoing or follow up training is not considered Support or Maintenance. Additional training will be provided and invoiced at the standard rates in effect at the time.

PART III. PAYMENT AND OTHER GENERAL TERMS

5.0 **FEES AND INVOICES**

5.1 The payments set forth in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto are due within thirty (30) days of an accomplished milestone. Unless the Software is found defective in a live production environment with a critical issue causing the Software to be down or preventing Customer from performing critical functions of the Software necessary to Customer's operations, after an uncured event of default under section 7.2 of this Agreement, Licensee shall be responsible for the payment of all installation charges, as set forth in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto, as well as all incidental expenses associated with such installation, including travel and materials. If Licensee makes an advance payment for installation or configuration of the Software, training, on-site services or other professional services pursuant to the Proposal, that amount will be credited to fees for such services (and not Software license or maintenance fees) and will become non-refundable if Licensee does not permit ProPhoenix to commence performance of the services within one (1) year of the payment.

5.2 The license fee for additional Sites or Concurrent Users will be billed at the then current rate, unless a different rate is contained in this Agreement. Licensee must notify ProPhoenix no later than thirty (30) days after the number of Sites or Concurrent Users exceeds the contracted number. The license fee for additional Sites and Concurrent Users added will be due and payable within 30 days after the number of Concurrent Users exceeds the contracted number.

5.3 All invoices are due and payable in US dollars upon receipt. Late payment charges will be imposed at the rate of 1.5% per month, including any fees overdue for an increase in the number of Concurrent Users.

5.4 Software Support for any Software Support periods that Licensee agrees to purchase after the initial 12-month Software Support period (to the extent set forth in the Proposal, on the initial pages of this Agreement or in an exhibit, amendment or schedule hereto) will be invoiced annually and will be paid in full upon Licensee's receipt of invoice.

5.5 Software Support Fees for any additional Site or Concurrent Users will be subject to negotiation and will be prorated for any partial year from the date on which the number of Sites or Concurrent Users exceeded the contracted number.

5.6 All fees and charges listed in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto do not include sales, use, value-added and similar taxes, which are Licensee's responsibility. In addition, the costs of Third Party Software may increase outside the control of ProPhoenix; if this occurs, ProPhoenix will invoice Customer for such increase. Without limiting the foregoing, Licensee shall promptly pay to ProPhoenix an amount equal to any such items actually paid or required to be collected or paid by ProPhoenix.

6.0 **TERM**

Software Support may be terminated by either party after a 12-month Software Support period by providing at least 90 days written notice before the end of the period. If not terminated, Parts II and III of this Agreement will continue in effect for 12 additional months, and Licensee will be obligated to pay the fee specified in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto, or if none is specified, ProPhoenix's then-current annual Software Support fee.

7.0 **TERMINATION**

7.1 This Agreement may be terminated as set forth in this Section 7 (or Section 9 below).

7.2 If either party defaults in the performance of any material obligations under this Agreement, and such default is not corrected within forty-five (45) business days after receipt of detailed and specific written notification of the default from the non-defaulting party, then the non-defaulting party may terminate this Agreement (or, if applicable, individual Software license(s)) immediately upon delivery of the written notice of termination to the defaulting party.

The following, without limitation, shall constitute material events of default under this Section 7.2:

A. any failure by Licensee to make payment in full when due;

B. any failure by ProPhoenix to provide any products or services to Licensee which it is required to provide pursuant to the terms of this or any associated agreement between these parties; or

C. any attempted assignment, sublicense or transfer of this Agreement by Licensee without the prior written consent of ProPhoenix.

7.3 ProPhoenix may terminate this Agreement and any license granted under Part I immediately if Licensee materially violate Section 1 or 11 of this Agreement.

7.4 This Agreement and license granted under Part I shall terminate, immediately and without notice, if Licensee: (a) files in any court pursuant to any statute of the United States or any individual state, a petition in insolvency or for the appointment of a receiver or trustee of Licensee or of Licensee's assets; (b) proposes a written agreement for the composition or extension of Licensee's debts; (c) is served with an involuntary petition against Licensee, filed in any insolvency proceeding, and such petition shall not be dismissed within 60 days after the filing thereof; (d) proposes or becomes a party to any dissolution or liquidation; or (e) makes an assignment for the benefit of creditors.

7.5 Within one month after the date of termination of this Agreement and/or license granted under Part I, Licensee will return to ProPhoenix or destroy (at ProPhoenix's option) the original and all copies, in whole or in part as then remaining, in any form, of all Software, Documentation and other *Confidential Information* that are the subject of such termination, and an officer of Licensee will certify to the foregoing in writing delivered to ProPhoenix.

7.6 Licensee will pay all charges required under this Agreement incurred prior to the date of termination.

8.0 ASSIGNMENT

8.1 Without the prior written consent of ProPhoenix, Licensee's rights to any Software and Documentation under this Agreement may not be assigned, sublicensed, or otherwise transferred, voluntarily or otherwise, by Licensee.

8.2 ProPhoenix may assign its rights to receive payment under this Agreement, or grant a security interest in this Agreement or such payment right to any third party without Licensee's consent. Otherwise, without Licensee's prior written consent, ProPhoenix's obligations under this Agreement may not be assigned or otherwise transferred, voluntarily or otherwise, except in connection with the sale of its business by merger, stock sale or transfer of a substantial portion of its assets.

9.0 WARRANTY AND INDEMNITY

9.1 ProPhoenix warrants that the Software will operate in substantial conformity with the Documentation for ninety (90) days after the date of Delivery of the relevant Software to Licensee. Licensee's exclusive remedy and ProPhoenix's sole liability under this warranty will be for ProPhoenix to attempt through reasonable efforts to correct any material failure of any such copies of the Software to perform as warranted, if such failure is reported to ProPhoenix within the warranty period and Licensee, at ProPhoenix's request, will make reasonable efforts to provide ProPhoenix with sufficient information (which may include access to such copies of the Software on Licensee's computer system by ProPhoenix personnel) to reproduce the defect in question. This warranty does not apply to the Software or any Third Party Software that has been altered or modified in any way by Licensee or someone other than ProPhoenix or its authorized agents.

9.2 ProPhoenix warrants that the Software, when used within the scope of this Agreement, does not infringe any United States patent, copyright or trade secret. ProPhoenix will defend at its expense any action brought against Licensee to the extent based on a claim that the Software, when used within the scope of this Agreement, infringes a U.S. patent, copyright or trade secret. ProPhoenix will pay any costs and damages finally awarded against Licensee in such action that are attributable to such claim, provided that Licensee promptly notifies ProPhoenix in writing of the claim, allows ProPhoenix to control the defense, provides ProPhoenix with the information and assistance necessary for the defense and/or settlement of the claim, and does not agree to any settlement without ProPhoenix's prior written consent. Should the Software become, or in ProPhoenix's opinion be likely to become, the subject of any claim of infringement, ProPhoenix may at its option (i) procure for Licensee the right to continue using the Software, (ii) replace or modify the Software so as to make it non-infringing, or, if (i) and (ii) are not commercially reasonable, (iii) terminate the license granted hereunder and refund the remainder of the amounts paid for such license, using straight-line depreciation based on a five (5)-year useful life. ProPhoenix will have no liability for any claim of infringement based upon (i) use of other than the latest unmodified release of the Software available to Licensee if such infringement would have been avoided by the use of such release, (ii) use or combination of the Software with other programs or data if such infringement would not have occurred without such use or combination, or (iii) use of the Software after receiving notice from a third party, or having reason to believe, that the Software infringes a patent, copyright or trade secret right of a third party unless prompt written notice thereof is given to ProPhoenix. The forgoing states the exclusive remedy of Licensee and ProPhoenix's entire liability with respect to infringement of patents, copyrights, trade secrets or other proprietary rights.

10.0 LIMITATIONS

10.1 OTHER THAN THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, PROPHOENIX NEITHER MAKES NOR GRANTS ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED. PROPHOENIX EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES, REPRESENTATIONS AND CONDITIONS, INCLUDING SPECIFICALLY ANY AND ALL IMPLIED WARRANTIES, REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, ACCURACY, QUIET ENJOYMENT OR FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC OR OTHERWISE. PROPHOENIX DOES NOT WARRANT THAT THE OPERATION

OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

10.2 EXCEPT FOR ANY MATERIAL VIOLATION OF SECTION 9.2 OR SECTION 11, LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY DAMAGE OR LOSS IN ANY WAY CONNECTED WITH THE SOFTWARE, THIS AGREEMENT, SOFTWARE SUPPORT OR ANY OTHER MATERIAL, INFORMATION OR SERVICES FURNISHED BY PROPHOENIX HEREUNDER, WHETHER OR NOT CAUSED BY PROPHOENIX'S BREACH OF WARRANTY, NEGLIGENCE OR ANY BREACH OF ANY OTHER DUTY, SHALL BE, AT PROPHOENIX'S OPTION, REPLACEMENT OF THE SOFTWARE, DOCUMENTATION OR ENHANCEMENTS, REPERFORMANCE OF THE SOFTWARE SUPPORT OR SERVICES, OR RETURN OR CREDIT OF THE APPROPRIATE PORTION OF ANY AMOUNTS RECEIVED BY PROPHOENIX FROM LICENSEE. IN NO EVENT SHALL PROPHOENIX'S LIABILITY EXCEED THE AMOUNTS RECEIVED BY PROPHOENIX FOR THE SOFTWARE AND DOCUMENTATION OR FOR SOFTWARE SUPPORT OR OTHER SERVICES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING LICENSEE'S CLAIM FOR RECOVERY, EVEN IF PROPHOENIX IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR INSTANCES OF INTENTIONAL VIOLATION OF THE OTHER PARTY'S CONFIDENTIALITY OR INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF USE OR THE LOSS OF DATA OR INFORMATION OF ANY KIND, HOWEVER CAUSED, OR ANY LIABILITY TO END-USERS OR TO THIRD PARTIES (EXCEPT AS SET FORTH IN SECTION 9.2), INCLUDING WITHOUT LIMITATION LOSS OF PROPERTY, PERSONAL INJURY OR LOSS OF LIFE. THE LIMITED WARRANTY AND LIMITED LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN PROPHOENIX AND LICENSEE. PROPHOENIX WOULD NOT BE ABLE TO PROVIDE THE SOFTWARE WITHOUT SUCH LIMITATIONS. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE LICENSEE. PROPHOENIX HAS NO LIABILITY TO LICENSEE UNDER THIS AGREEMENT FOR ANY CLAIM BASED UPON LICENSEE'S USE, COMBINATION OR OPERATION OF THE SOFTWARE WITH ANY SOFTWARE NOT SUPPLIED BY PROPHOENIX, OR BASED UPON ALTERATION OF SOFTWARE BY LICENSEE OR ANYONE OTHER THAN A PROPHOENIX-AUTHORIZED REPRESENTATIVE.

11.0   CONFIDENTIALITY

11.1 Each party agrees to treat as confidential and not to disclose, publish, release, transfer or otherwise make available to third parties (except as provided in this Agreement or required by law) any information that the other designates as confidential or proprietary ("Confidential Information"). ProPhoenix's Confidential Information includes, without limitation, its technology, processes, specifications, developments and software programs (including the Software and Documentation), whether or not designated as Confidential Information. In addition, any Third Party Software shall be included as Confidential Information, whether or not designated as Confidential Information. This Section 11 does not negate or supersede the terms of any other confidentiality agreement between Licensee and ProPhoenix. Neither party may disclose

the financial terms of this Agreement to any third party other than its counsel or accountants or as required by law.

11.2 Unless otherwise agreed in advance and in writing, in the event that Licensee or any employee or agent of Licensee suggests any improvements or modifications to the Software, Licensee acknowledges and agrees that, whether such improvements and/or modifications are implemented by ProPhoenix in whole or part, it assigns all right, title and interest, including all copyrights, patents, trade secrets, and all other intellectual property rights, in any such suggestions, improvements and modifications to ProPhoenix without payment or compensation of any kind, and that it will execute any reasonable documentation requested by ProPhoenix to memorialize such assignment. Licensee further acknowledges and agrees that any audio or visual recording or broadcast of ProPhoenix training sessions, for any purpose is prohibited without express written consent from ProPhoenix. To the extent permitted by law, Licensee agrees to take all reasonable precautions, including those that may be reasonably requested by ProPhoenix, to protect its Confidential Information.

11.3 ProPhoenix agrees that all records and data entered into the database or imported from previously-used computer systems operated by Licensee are and shall remain the sole property of Licensee. Licensee shall not provide, and ProPhoenix shall not, without Licensee's written consent, copy or use such records except insofar as is necessary to carry out work on behalf of or for Licensee or as otherwise pursuant to this Agreement.

11.4 Any use or attempted use of the Software or disclosure of Confidential Information in violation of the restrictions of this Section 11 is a material breach of this Agreement that will cause irreparable harm, entitling the violated party to injunctive relief in addition to all legal remedies. The obligations set forth in this Section 11 shall survive the termination of this Agreement for any reason for a period of two (2) years; provided, however, that such obligations shall not be deemed to survive only to the extent such information: (i) was a matter of public knowledge or available in published literature at the time ProPhoenix communicated this to Licensee; (ii) becomes a matter of public knowledge or available in published literature through no fault of Licensee subsequent to the time of communication thereof to Licensee; (iii) was in Licensee's possession free of any obligation of confidence at the time of the ProPhoenix communication thereof to Licensee; (iv) was rightfully communicated by a third party to Licensee free of any obligation of confidence subsequent to the time of the ProPhoenix communication thereof to Licensee; (v) was developed by officers, employees or agents of, or consultants to Licensee independently of and without reference to the Software or associated materials or documentation; or (vi) as otherwise required by law.

12.0 GENERAL

12.1 This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes any and all other prior understandings, statements, warranties, representations and agreements, oral or written, relating to them, except that the terms of any earlier nondisclosure or confidentiality agreement shall remain in full force and effect. Licensee is not relying on any representations about the Software or any future releases of the Software other than the Documentation, unless such representations are attached in writing to this Agreement. Any amendment to this Agreement must be in writing and signed by both parties. Printed or standard terms on any order form submitted by Licensee shall not apply if, and to the extent that, they are inconsistent with this Agreement. This Agreement may be executed in multiple

counterparts, which may be exchanged via electronic facsimile machines or electronic signature devices.

12.2 This Agreement will be governed by and interpreted in accordance with the laws of the State of Connecticut, excluding its principles relating to conflicts of laws.

12.3 Except for actions initiated by either party to this Agreement for injunctive relief to enforce its rights pursuant to Section 11 above or, at the election of the party seeking collection, for the collection of any payments due in the normal course of business, any dispute or claim arising in connection with this Agreement will be adjudicated in the appropriate courts located in the State of Connecticut. It is the expressed desire of both parties, however, that a good faith effort be made to resolve all disputes prior to the resort to judicial proceedings. Accordingly, it is agreed that any dispute arising under this Agreement, including without limitation, any dispute regarding the operation of the Software, or payments due hereunder, shall be expressed to the other party in a writing that describes each dispute in detail and includes documentation sufficient to evidence the nature of the dispute. The writing shall be delivered to the other party at the address set forth herein. The party receiving the dispute shall respond in writing within thirty (30) days and shall provide documentation supporting its response. Following such delivery and response, the parties shall engage in direct, good faith negotiations for the following thirty (30) days in an effort to resolve all disputes. If the parties are unable to reach an agreement, and in the absence of a written agreement to extend the negotiation period, either party may seek judicial relief. The existence of a dispute shall not, however, be cause for either party to avoid any obligation under this Agreement or any associated agreement, including without limitation, any payment or support obligation.

12.4 Licensee will comply with, and at all times cooperate promptly with ProPhoenix to enable ProPhoenix to comply with, the provisions of the United States Export Administration Act, War Powers Act, or other law or Executive Order relating to control of exports or transfer of technology, and the regulations of the United States Departments of State, Commerce and Defense relating to them (in present form or as they may be amended in the future). In particular, but without limitation, the Software may not be exported or re-exported (a) into (or to a national or resident of) any U.S. embargoed countries (currently Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria), or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, Licensee represents and warrants that Licensee is not located in, under the control of, or a national or resident of any such country or on any such list.

12.5. Notices delivered under the terms of this Agreement will be in writing and sent by prepaid certified mail, return receipt requested, or by a nationally recognized overnight courier service to the respective addresses of the parties set forth in the recitals and signature page to this Agreement. In the case of ProPhoenix, such notices will be directed to the attention of the President; and, in Licensee's case, such notices will be directed to the attention of the individual named above executing this Agreement on Licensee's behalf. Notices will be effective on the date received.

12.6 No term or provision of this Agreement will be deemed waived and no breach of this Agreement will be deemed consented to or excused, unless such waiver, consent or excuse will be expressed in writing and signed by the party claimed to have so waived, consented or excused such term or provision.

12.7 The application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded.

12.8 After expiration or termination of this Agreement, all provisions relating to payment shall survive until completion of required payments. In addition, all provisions regarding scope of the license granted in Part I, audit, indemnification, warranties, liability and limits thereon, assignment and confidentiality or protection of proprietary rights and trade secrets, shall survive indefinitely.

12.9 No failure or omission by either party to carry out or observe any of the Terms or Conditions of this Agreement shall give rise to any claim against that party or be deemed to be a breach of this Agreement if such failure or omission arises, without limitation, due to act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of any government authority or third party, industrial disputes, fire, lightning, explosion, inclement weather, or other causes beyond the control of either party.

12.10 **ELECTRONIC SOFTWARE DELIVERY.** With respect to all the Software licensed by Licensee hereunder, all Software updates delivered under ProPhoenix's Support obligations under this Agreement or any programs or modules licensed by Licensee in the future, ProPhoenix shall deliver such Software, Enhancements, programs or modules via electronic software delivery over a secure VPN connection established between ProPhoenix and Licensee ("ESD"). ProPhoenix shall use commercially reasonable efforts to secure all file transfers via ESD. Licensee acknowledge that, despite such efforts by ProPhoenix to effect a secure file transfer, including using a non-public server and transferring by appointment only, there remains some level of risk of invasive activity by unknown third parties.

13.0 SOURCE CODE ESCROW OPTION

13.1 If desired by Licensee, ProPhoenix will deposit the *Source Code* for the Software with a certified third party escrow agent. The certified third party escrow agent will be selected and paid by Licensee, subject to ProPhoenix's approval, where such approval will not be unreasonably withheld. Licensee will provide ProPhoenix with any documents necessary to establish the escrow agreement. The purpose of the source code escrow is to provide for retention, administration and controlled access and release of the deposit materials to Licensee under certain conditions listed below (the "Escrow Release Events"). The Escrow Release Events shall consist of the following:

A. If ProPhoenix or a successor that assumes its obligations under this Agreement ceases to transact business; or

B. If ProPhoenix or a successor that assumes its obligations under this Agreement ceases to provide support for the Software as required by this Agreement and does not offer to Licensee another software product to perform the same or similar functions as the Software.

C. If ProPhoenix triggers any of the termination events described in Section 7.4.

13.2. In the event of a release of the Source Code to Licensee, Licensee shall have the limited right and license to use, copy and modify the Source Code solely for the purposes of maintenance and support of the software for Licensee's internal use only. Such license shall be non-exclusive and non-transferable. Licensee agrees that the Source Code delivered under this Section is subject to the confidentiality restrictions

recited elsewhere in this Agreement. Notwithstanding any terms to the contrary, Licensee may disclose the Source Code to consultants and agents for the sole purpose of supporting and maintaining the Software, provided such consultants and agents agree to be bound by the confidentiality restrictions which are applicable to Licensee hereunder.

13.3. In addition, ProPhoenix will, at Licensee's sole expense, deposit the Source Code with an escrow agent pursuant to an escrow agreement between ProPhoenix and escrow agent, a copy of which will be provided to Licensee at Licensee's request, and ProPhoenix shall maintain such escrow, and update the Source Code, for the period that Licensee purchases Software Support. The escrow agreement shall require release of the source code to Licensee solely upon the occurrence of the Escrow Release Events. Licensee will be responsible for the full expense associated with facilitating the Source Code deposit and establishing the escrow relationship. Licensee acknowledges that the Source Code is a valuable commodity that cannot be transported through mail delivery. Licensee may select a provider to facilitate secure delivery of the Source Code, subject to ProPhoenix's approval. Additionally, no later than Thirty (30) days after the execution of this Agreement, Licensee shall be added as a beneficiary to the escrow agreement. Licensee shall use its reasonable efforts to promptly provide the escrow agent with executed documents as may be required of Licensee pursuant to the escrow agreement. Licensee shall be responsible for payment of all annual fees related to the escrow agreement and Licensee shall be responsible for payment of the fees applicable to technical verification of the Source Code. ProPhoenix and Licensee desire the escrow agreement to be supplementary to this Agreement, pursuant to 11 U.S.C., § 365(n) (Bankruptcy; executory contracts and unexpired leases).

14.0   DEFINITIONS. For purposes of this Agreement, the following terms shall be defined as follows:

"CAD Client" means a single computer terminal at a licensed Site, which may be used by one Concurrent User at a time but may be used by several Concurrent Users at different times.

"Concurrent User" means any individual user using or having access to the Software at a single point in time.

"Confidential Information" is defined in Section 11.

"Critical Error" means an Error that causes the Software production system to go down or prevents Licensee from working in the Software.

"Delivery" occurs when ProPhoenix has first delivered the Software and Documentation on CD-ROM to a common carrier, by ESD (electronic delivery), or personally by an authorized employee or agent of ProPhoenix at Licensee's address set forth above.

"Designated Representatives" shall mean Licensee's employee who is trained and continues to keep updated with the ongoing product details in the Software and capable of providing support to their users.

"Documentation" means the user guide and technical guide related to the Software, any related support material specified in an exhibit, addendum or schedule, and the functionality described at the ProPhoenix website at www.prophoenix.com, as may be modified from time to time by ProPhoenix as permitted by this

Agreement. Documentation may, at the option of ProPhoenix, be provided in paper or electronic form.

"Enhancements" are new releases and versions, error corrections, minor updates and modifications of the Software.

"Error" means a failure of the Software to conform to the specifications therefor as set forth in the Documentation resulting in the inability to use or a considerable restriction in use of the Software.

"Error Correction" means either a software modification or addition that, when made or added to the Software, corrects the Error, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of the Error on Licensee.

"Escrow Release Event" is defined in Section 13.

"High Error" means an Error which represents a failure of expected functionality that causes serious degradation to Licensee's use of the Software production system.

"Maintenance Release" means a subsequent version of the Software that includes Error Corrections and/or Enhancements.

"Server" means a single CPU or multi-core server (physical or virtual). A Server may be located at a different location than the Licensee's permitted Site.

"Site" means a single facility or other physical location at which Licensee's users operate the Software.

"Software" means the Phoenix–Law and Fire CAD, RMS and WDA software modules listed on the initial page(s) of this Agreement (or an exhibit, amendment or schedule hereto), as it may be upgraded, enhanced, and/or modified by ProPhoenix (unless such upgrade is accompanied by a separate license agreement, in which case the terms of that license agreement will govern the Software as upgraded), in machine-readable, object code form only. The Software includes any Third-Party Software products and related documentation listed in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto.

"Source Code" means the human-readable version of the Software, comprised of a text listing of commands to be compiled or assembled into an executable computer program, along with any associated developers' notes.

"Support Environment" means up to two (2) Software instances (typically one production instance and one QA instance) at Licensee's site location.

"Third-Party Software" means software of companies other than ProPhoenix that ProPhoenix has licensed to Licensee under this Agreement.

"Third-Party Software Provider" means a company, other than ProPhoenix, that has licensed Third Party Software to ProPhoenix, which ProPhoenix sublicenses to Licensee under this Agreement.

APPENDIX A

[ATTACH THE DEFINITIVE PROPOSAL]