diversified
computer
systems

Dated: April 22, 2013

STANDARD SOFTWARE LICENSE AND SERVICES AGREEMENT - UPGRADE

This *Standard Software License and Services Agreement*, which includes the attached Exhibits listed below, is between **Diversified Computer Systems, Inc. ("DCS")**, a South Carolina Corporation and the Madison County ("CUSTOMER") located in the State of Mississippi. This Agreement sets forth the terms and conditions under which DCS will furnish the LICENSED SOFTWARE and will provide certain services described herein to CUSTOMER.

The attached Exhibits include:

Exhibit A ....EQUIPMENT AND LICENSED SOFTWARE DESCRIPTION
Exhibit B ....STANDARD FEES AND CHARGES
Exhibit C ....PAYMENT SCHEDULE AND TERMS
Exhibit D ....DATA CONVERSON SERVICES
Exhibit E ....SUPPORT SERVICES AGREEMENT (MAINTENANCE)
Exhibit F ....NON DISCLOSURE AGREEMENT

By signing below, we agree to the terms and conditions of this Agreement together with the attached Exhibits. This Agreement contains the complete and exclusive statement of the Agreement between us relating to the matters referenced herein and replaces any prior oral or written representations or communications between us. Each individual signing below represents that (s)he has the authority to execute this Agreement on behalf of Madison County, MS for which (s)he represents and that all the necessary formalities have been met. This Agreement remains valid until either party ceases operation.

ACKNOWLEDGED AND AGREED TO BY:

Diversified Computer Systems, Inc.
(DCS)

By: _____
Mary T Lucas, President

Date: _April 22, 2013_____

Madison County, MS _____
(CUSTOMER)

By: _____
Authorized Signature,   Title
Print name _____

Date: _____

THIS AGREEMENT IS EFFECTIVE UPON THE LAST DATE SHOWN ON THIS COVER PAGE.

WHEREAS, DCS has developed certain computer programs and related materials; and

WHEREAS, CUSTOMER wishes to obtain from DCS a non-exclusive and non-transferable license to use such computer programs and related materials in accordance with the provisions hereinafter set forth;

NOW THEREFORE, in consideration of the covenants and agreements set forth herein and for other good and valuable consideration, DCS and CUSTOMER agree as follows:

1. LICENSE:

Subject to the terms and conditions of this License Agreement, DCS hereby grants and CUSTOMER accepts a non-transferable and non-exclusive license to use those computer programs and related materials (collectively, the "LICENSED SOFTWARE" more particularly described on Exhibit A attached hereto and incorporated herein verbatim on that central processing unit designated by type and serial number), together with its associated units (collectively, the "EQUIPMENT" designated on said Exhibit A). In the event that CUSTOMER wishes to utilize the LICENSED SOFTWARE on any other EQUIPMENT owned by CUSTOMER, or wishes to share the LICENSED SOFTWARE with any other entity in conjunction with CUSTOMER, then CUSTOMER shall first obtain an additional License Agreement from DCS for such use.

2. OWNERSHIP:

The LICENSED SOFTWARE and all copyright, trade secrets and other proprietary rights, title and interest therein, remain the sole property of DCS, and CUSTOMER shall obtain no right, title or interest in the LICENSED SOFTWARE by virtue of this License Agreement other than the nonexclusive, nontransferable license to use the LICENSED SOFTWARE as restricted herein.

The license to use any custom software provided under this Agreement, if any, is included in this License Agreement. DCS shall have the right to use any data processing ideas, techniques, concepts, and/or know-how acquired by the performance of services under this License Agreement including the development of Custom Software for the advancement of its own technical expertise.

3. DELIVERY DATE:

Within 30 days following the date of this License Agreement, DCS shall supply the CUSTOMER the LICENSED SOFTWARE, which is compatible with the EQUIPMENT along with printed documentation and procedures, so CUSTOMER may use the LICENSED SOFTWARE.

4. ITEMIZED COSTS:

See attached Exhibit B.

5. TRANSFERS:

This License Agreement with all exhibits, the LICENSED SOFTWARE and materials to which it applies, may not be assigned, sublicensed or otherwise transferred by CUSTOMER without prior consent from DCS. No right to print, copy, or otherwise reproduce the LICENSED SOFTWARE, in whole or in part, is granted to CUSTOMER except as set forth in Paragraph 9 of this Agreement.

6. ADDITIONAL FEES:

There shall be added to the charges payable under this Agreement by CUSTOMER an amount equal to any and all taxes, however designated, which are levied or based upon such charges on the License Agreement, on the LICENSED SOFTWARE or on its use, including, without limitation, state and local privilege or excise taxes based on gross revenue, and any taxes or amounts in lieu thereof paid or payable by DCS in respect of the foregoing (excluding, however, personal property taxes assessed on the LICENSED SOFTWARE and taxes based on net income).

7. EQUIPMENT REDESIGNATION OR UPGRADE:

CUSTOMER will notify DCS of its intention to redesignate/upgrade the EQUIPMENT upon which the LICENSED SOFTWARE is to be used. Before such redesignation or upgrade will be effected, the proposed EQUIPMENT must be approved by DCS's written acceptance of such redesignation/upgrade, along with payment to DCS for any modifications to the LICENSED SOFTWARE or professional services needed so it will perform accurately and as designed.

8. PROGRAMMING SERVICES:

(a) In the event that the LICENSED SOFTWARE is defective and fails to operate on the EQUIPMENT in accordance with the documentation submitted by DCS to CUSTOMER, then DCS will provide programming services without charge to correct said defect in the LICENSED SOFTWARE. If CUSTOMER encounters a problem which CUSTOMER believes is caused by such defect in the LICENSED SOFTWARE, CUSTOMER shall notify DCS thereof and specify the exact nature of the problem. DCS shall have the right to make

additional charges for any additional effort required to provide programming services resulting from any cause other than such defect in the LICENSE PRODUCT (including, but not limited to, modifications of the EQUIPMENT or alteration of the LICENSED SOFTWARE by CUSTOMER).

(b) DCS agrees to furnish to CUSTOMER source code at no additional charge. No modifications to the source code will be allowed without specific written permission by DCS. DCS shall be compensated for its time and effort in reviewing and approving the modifications. CUSTOMER agrees that such modifications shall not be proprietary to CUSTOMER and will be made available to DCS for it use and benefit. The foregoing shall not, however, limit or affect any separate agreement between DCS and CUSTOMER providing for DCS to provide certain modifications to the program necessitated by changes in law upon the terms and conditions provided in such separate agreement.

9. COPYING OF THE PROGRAM:

CUSTOMER is hereby given permission to make two (2) copies of the LICENSED SOFTWARE on storage media only for archive purposes; CUSTOMER shall not otherwise copy, in whole or in part, any portion of the LICENSED SOFTWARE.

10. MODIFICATIONS

No modifications to the LICENSED SOFTWARE will be allowed without specific, written permission of DCS. In the event that the CUSTOMER requests modification(s) to the program, and such modification(s) will be, in the opinion of DCS, an enhancement to the LICENSED SOFTWARE, DCS will provide such modifications at no charge. CUSTOMER agrees that such modification(s) shall not be proprietary to CUSTOMER and will be made available to DCS for its use and benefit.

11. ACCESS TO PROGRAM:

CUSTOMER agrees not to provide or otherwise make available the LICENSED SOFTWARE in any form to any person or entity than CUSTOMER, its employees or employees of DCS, without prior written consent of DCS (see Exhibit F).

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12. RESPONSIBILITIES OF CUSTOMER:

CUSTOMER shall be exclusively responsible for the supervision, management and control of its use of the LICENSED SOFTWARE, including but not limited to:

(a) Assuring proper maintenance configuration, operation and maintenance, program installation, and operation methods;

(b) Establishing adequate back-up plans, daily, weekly, monthly;

(c) Implementing sufficient procedures and checkpoints to satisfy CUSTOMER'S requirements for security and accuracy of input and output. CUSTOMER agrees that it will take appropriate action by instruction, agreement, or otherwise with CUSTOMER'S employees or other persons permitted to access the program to satisfy CUSTOMER'S obligation under this License Agreement with respect to use, copying, modification and protection of the LICENSED SOFTWARE.

(d) CUSTOMER agrees to provide the necessary connectivity for DCS to have unlimited access CUSTOMER'S computer system.

(e) The customer shall assign a full-time primary System's Administrator and a backup System's Administrator. These individuals cannot be dispatchers, booking officers, or individuals who do not have the authority to make decisions.

(f) Data Conversion – See Exhibit D

13. DAMAGED OR LOST LICENSED SOFTWARE

(a) If the LICENSED SOFTWARE or any portion thereof, is/are lost or damaged while in the possession of CUSTOMER, DCS will provide the necessary services in order to recover the LICENSED SOFTWARE. If the CUSTOMER maintains current payments to DCS for its Annual Maintenance, DCS will provide such services at no charge. DCS does have the right to charge, however, for services that may be deemed necessary in order to assist in the recovery of the CUSTOMER'S data files.

(b) If CUSTOMER is not covered by Annual Maintenance DCS has the right to charge for all labor and services, a charge to be determined at that time. Furthermore, DCS has the right to charge for the replacement of the LICENSED SOFTWARE at the current price. No work will be performed until a signed purchase order has been received.

14. LIMITED WARRANTY/ LIMITATION OF LIABILITY

DCS warrants the version of software which is initially delivered and installed on the CUSTOMER'S CPU, to be free of software "defects" for a period of 90 days. The CUSTOMER shall contact DCS in writing should the CUSTOMER encounter any problems with the software

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during the warranty period. DCS will, within a reasonable time frame after notification by the CUSTOMER, remedy the defect at no charge.

CUSTOMER hereby agrees that CUSTOMER shall be solely responsible for all necessary audit and verification of the accuracy of all documents prepared using the LICENSED SOFTWARE.

THE FOLLOWING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES, OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DCS WILL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

DCS FURTHER DISCLAIMS ANY REPRESENTATION OF THE PROGRAM'S EFFICIENCY OR ITS COMPATIBILTY OF OUTPUT WITH ANY LAW, REGULATION, OR ORDER. THE PARTIES AGREE THAT CUSTOMER IS SOLELY RESPONSIBLE FOR ANY ORDER AND VERFICATION OF THE SUFFICIENCY AND ACCURACY OF ANY DOCUMENTS PREPARED USING THE PROGRAM.

REGARDLESS OF FORM OF THE CAUSE OF ACTION, THE PARTIES AGREE THAT DCS'S LIABILITY FOR DAMAGES UNDER THIS LICENSE AGREEMTN SHALL ONLY BE UP TO THE TOTAL AMOUNT OF FEES AND CHARGES ACTUALLY PAID BY THE CUSTOMER FOR THE LICENSED SOFTWARE.

THIS WARRANTY IS NULL AND VOID IF THE VERSION OF THE SOFTWARE HAS BEEN MODIFIED BY THE LICENSEE OR ANY OF HIS AGENTS IN ANY MANNER FROM ITS ORIGINAL CONTENT UNLESS SUCH MODIFICATION HAVE BEEN AUTHORIZED BY WRITTEN AGREEMENT BY DCS.

15. MISCELLANEOUS PROVISIONS:
   (a) The terms of this License Agreement may be amended only in writing expressly purporting to create an amendment to this License Agreement and must be signed by both parties. The terms of this License Agreement shall take precedence over the terms of any present or future order from CUSTOMER for any program licenses.
   (b) The laws of the State of Mississippi shall govern this License Agreement.
   (c) The CUSTOMER'S remedies provided for in this License Agreement are exclusive.
   (d) The CUSTOMER shall select one individual to be solely responsible for the training, supervision, and implementation of the LICENSED SOFTWARE. This individual shall be

solely accountable to the CUSTOMER in the performance of his duties and who shall be controlled and paid by the CUSTOMER only.

16. INSURANCE REQUIREMENTS:

   a) DCS shall, if applicable, procure and maintain during the term of this License Agreement, Workers' Compensation Insurance for all its employees who engage in the work to be performed.

   b) DCS shall, if applicable, procure and maintain during the term of this License Agreement, Liability and Property Damage insurance in an amount not less than $1,000,000 on account of each accident; and in an amount not less that $1,000,000 for each accident for damage to property.

   c) DCS shall, if applicable, procure and maintain during the term of this License Agreement, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount not less than $500,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than $500,000 for each accident; and in an amount not less than $500,000 on account for each accident for damage to property.

17. EVALUATION PERIOD:

CUSTOMER shall have a period not to exceed thirty (30) days from installation of the LICENSED SOFTWARE to evaluate the software in a non-productive mode. The evaluation period is intended to permit CUSTOMER the opportunity to determine whether the LICENSED SOFTWARE operates on the EQUIPMENT selected by CUSTOMER and to evaluate that the software is the application package intended to be licensed by CUSTOMER. At the end of the evaluation period, unless CUSTOMER returns the software for a full refund of the Exhibit B license fees for that application less processing and handling fees, the LICENSED SOFTWARE will be deemed accepted under the terms and conditions of this License Agreement.

18. PAYMENTS:

See attached Exhibit C.

19. TERMINATION

This License Agreement is perpetual. The License agreement may be terminated in accordance with the following:

a) If DCS breaches the Agreement and fails to cure such breach within thirty days after being notified by CUSTOMER, CUSTOMER may terminate this Agreement upon formal written notice. Upon such termination CUSTOMER shall return the LICENSED SOFTWARE and all documentation to DCS.

b) If CUSTOMER breaches the Agreement and fails to cure such breach within thirty days after being notified by DCS, DCS may terminate this Agreement upon formal written notice. Upon such termination CUSTOMER shall return the LICENSED SOFTWARE and all documentation to DCS.

c) If after the LICENSED SOFTWARE installation date and before final acceptance, the LICENSED SOFTWARE fails to perform in accordance with its specifications for more than a total of five days, CUSTOMER may terminate this License Agreement upon thirty days written notice and upon such termination DCS shall refund all monies paid by CUSTOMER to DCS. Upon receipt of all such monies, CUSTOMER shall return the LICENSED SOFTWARE and all documentation to DCS.

20. NON-RECRUITMENT OF PERSONNEL

During, and for a period of twenty-four (24) months after the expiration of, the Standard Software Maintenance Agreement and/or any renewal maintenance agreement, each party agrees not to solicit of hire current or former employees of the other without the other's prior written consent.

21. CONFIDENTIAL INFORMATION / NON-DISCLOSURE AGREEMENT

a) Subject to the requirements of the Freedom of Information Act (FOIA) and/or other comparable applicable state law, each party shall hold all Confidential Information in trust and confidence for the party claiming confidentiality and not use such Confidential Information absent express written consent by the party claiming confidentiality. The other party agrees not to disclose any such Confidential Information, by publication or otherwise, to any other person or organization. CUSTOMER agrees to timely notify DCS of any request(s) made for disclosure of Confidential Information.

b) CUSTOMER hereby acknowledges and agrees that all Licensed Products are Confidential Information and proprietary to DCS. In addition to the other restrictions set forth elsewhere in this Agreement or otherwise agreed to in writing, CUSTOMER agrees to implement all reasonable measures to safeguard DCS'S proprietary rights in the Licensed Products, including without limitation the following measures:

(i) CUSTOMER shall only permit access to the Licensed Products to those employees who require access and only to the extent necessary to perform CUSTOMER'S internal processing needs.

(ii) With respect to agents or third parties, CUSTOMER shall permit access to the Licensed Products only after DCS has received, approved and returned a fully executed Non-Disclosure Agreement to CUSTOMER (see Exhibit F). DCS reserves the right to reasonably refuse access to a third party after it has evaluated the request. CUSTOMER agrees to provide information reasonably requested by DCS to assist DCS in evaluating CUSTOMER'S request to permit third party access to the Licensed Products. In addition to any other remedies, DCS shall recover from CUSTOMER all damages and legal fees incurred in the enforcement of this provision on third party access;

(iii) CUSTOMER shall cooperate with DCS in the enforcement of the conditions set forth in the attached Non-Disclosure Agreement or any other reasonable restrictions DCS may specify in writing in order to permit access;

(iv) CUSTOMER shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials; and

(v) CUSTOMER shall not attempt to disassemble, decompile or reverse engineer the Licensed Software.

22. INTEGRATION WITH U.S. COPYRIGHT ACT

In addition to all other provisions provided under this Agreement, CUSTOMER agrees to be bound by and to comply with any and all provisions of the U.S. Copyright Act (*The Copyright Act of 1976, U.S.C. Sections 101-810 (1976) as amended*). If a provision of the U.S. Copyright Act and this Agreement conflict, the more restrictive of the two applies. If it cannot be determined which is the more restrictive, then the provision within this Agreement shall apply.

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23. DISPUTE RESOLUTION BY ARBITRATION

a) Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled in arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

b) Before a demand for arbitration may be filed by either party, the management of both parties shall have met at least two times in face-to-face meetings in a good-faith effort to resolve any dispute or controversy through normal business management practices. Unless otherwise agree to in writing, a minimum of one meting shall take place at each party's home office location.

c) The arbitrator(s) shall have no authority to award damages over and above those provided for in this Agreement and in any event shall not exceed the limitations set forth in Section 14 even if the remedy or limitations of liability provision set forth is this Agreement shall for any reason whatsoever be held unenforceable or inapplicable.

d) Neither part nor the arbitrator(s) may disclose the existence or results of any arbitration hereunder, except if the arbitration results in a Court imposed Judgment, the non-disclosure restriction shall not be effective to the extent the matter becomes a public record.

e) Each part shall bear its own costs in preparing for and conducting arbitration, except the joint costs, if any, of the actual arbitration proceeding shall be shared equally by the parties.

f) In the event that a controversy or claim arising out of or relating to this Agreement, or breach thereof, is heard or otherwise prosecuted in court, the parties hereby unconditionally waive their respective rights to a jury trial of any such controversy or claim.

24. NOTICES

a) Notices to CUSTOMER shall be deemed effective when sent by Registered or Certified U.S. Mail to the business address of the CUSTOMER.

b) Notices to DCS shall be deemed effective when sent by Registered or Certified U.S. Mail to the following address (or to any other address so specified by DCS):

DCS, Inc.
206 East 3rd North St
Summerville, SC 29483
Attention: President

EXHIBIT A

EQUIPMENT

Model Type and Serial Number - IBM - _____

LICENSED SOFTWARE UPGRADE

INCLUDES:

CAD UPGRADE

REPORT WRITING UPGRADE

WEB BASED RECORDS MANAGEMENT

MISSISSIPPI NIBRS REPORTING

NARCOTICS REPORT WRITING AND CASE MANAGEMENT

2 DAYS TRAINING

DATA CONVERSION FROM GREEN SCREEN TO WEB BASED SYSTEM

WHAT IS NOT INCLUDED IN THE PRICING: SCANNING IN DOCUMENTS

(SEE UPGRADE DETAILS ON THE FOLLOWING PAGES)

CAD:

New Lookup Menu when Clicking on the 'LOOKUPS' Button

LOOKUPS for Dispatchers

Active Warrants
Master File
Warrant History
Business File
State Agencies
View the Street File
List of All Calls by Date - Law
List of All Calls by Officer
List of All Calls by Date - Fire
Lookup By Case #
Telephone Number
Address Activity
View Inmates in Jail

Set the Rotation
View the Rotation File
Tows - By Date of Tow
Tows - By Location Towed From
Tows - By Owner's Name
Tows - By Name of Tow Company
Tows - By Make of Vehicle
Tows - By License Plate

Reported Repos - By Make
Reported Repos - By Last Name

Standard Operating Procedures

Ability to Record NUISANCE Calls

DCS, Inc.

WAITING CALLS   Thursday, April 16 7:06:08   ⊙ LAW ○ FIRE   L O F B

CAD Supervisor Menu

Tasks

Business File Maintenance
Street File Maintenance
Street File Lookup
Add Back Removed Report
Alias Street Names
Agency File
ESN File
Reporting Numbers
CAD - Priority Codes/Timers
Maintain Reported Repos
Send/View Messages

Wrecker/Tow

Wrecker/Tow Master
Set Rotation

BOLOS

Maintain BOLOS
View Expired BOLOS

Reports and Statistics

Press Report
Calls By Date - Law Enforcement
Calls By Date - Fire
Calls By Date - Fire Company
Monthly Totals - Law Enforcement
Monthly Totals - Fire
ESN Totals (Fire Only)
Dispatcher Totals

Shift - Incidents
Shift - Incidents/Admin
Shift - Officer/Deputy
Call Disposition Totals
Method of Reporting
Nuisance Calls

Report By Tow Company
Report By Status Code
Report By District

Master Reports Menu

Lookups

Daily Call Log - Law Enforcement
Daily Call Log - Fire
Search CAD Comments
Search CAD Memos
View Open Repos
View All Repos by VIN
View All Repos by Name
View All Repos by Make

Happy Screen to now Include Lookups

	RECV	AGN	AREA	ROR	TYPE OF CALL	LOCATION	TOWN	MAPS	PRIOR	HAZ	CWARN	KNOW
3	14:17	CP	K9	DCS	KIDNAPPING	430 CAROLINA AV	CHESTER, WV	MAPG				
3	12:22	EP	K9	DCS	DISTURBANCE	9 SIGNOR AV	EAST HARTFORD, CT	MAPG	Y			
3	12:40	EP	K9	DCS	DISTURBANCE	51 TOLLAND AV	EAST HARTFORD, CT	MAPG	Y			
3	14:17	CF	CF	DCS	KIDNAPPING	900 RIDGE AV	CHESTER, WV	MAPG				
3	12:22	EF	EF	DCS	DISTURBANCE	900 RIDGE AV	EAST HARTFORD, CT	MAPG				
3	12:40	EF	EF	DCS	DISTURBANCE	900 RIDGE AV	EAST HARTFORD, CT	MAPG				

JUR	ZONE	UNIT	RCVD	DISP	ENRT	ARV	TO/U	LEAVE	DISV	TYPE OF CALL	LOCATION	REFERENCE	MAP	R	M
EP	1	101	14:28	14:19	-----	12:39	-----	-----		BURGLARY	100 BURNSIDE AV	SO13009889	MAPG		
EP	3	304	14:28	12:47	-----	12:48	-----	-----		BURGLARY	902 NORTH CHESTER	SO13009889	MAPG		
EP	ADM	L17	12:55	12:55	-----	12:55	-----	-----		M/V STOP/VIOLATION	BURNSIDE AV AND LONG HILL	EP13005454	MAPG		
EP	1	102	12:47	12:47	-----	12:47	-----	-----		ASSAULT	HARDEES ON MAIN	EP13005453	MAPG		
EP	2	202	14:00	14:00	-----	14:00	-----	-----		M/V STOP/VIOLATION	291 NEAR MM 4	EP13005448	MAPG		

List of Calls (Date)
List of Calls (Officer)
List of Calls (Case #)
All Unit Activity by Date
All Activity by Officer

Report Writing
Create a Supplement
Reports Pending Approval

AccuWeather.com

Canton, MS

Currently

Hourly Info | Videos | Your Forecast

66°F

Mostly Clear
RealFeel: 66°F
Winds: SE at 11 mph

Radar

Enlarge | Animate | Zoom

Today
A few strong storms
High 85°/Low 52°

Tomorrow
Mainly clear and chilly
High 63°/Low 38°

Saturday
Clear and chilly
High 70°/Low 45°

ACTIVE Warrants
Master Name Lookup
Address Activity Lookup
Telephone Lookup
Local Businesses Lookup
View Arrest Details w/Photos
State Agencies Lookup
Standard Operating Procedures
Send/View Messages

RMS - NEW Main Menu for the System Administrator

Daily Tasks	Daily Tasks	Lookups and Tasks
Records	Animal Registration	General Lookups
Maintain Dispositions	Bicycle Registration	Master Record System
Criminal History/Background	General Registration	
Investigations	Parade Permits	Maintain Users w/Agency
Personnel Records	Weapons Registration	Maintain User Access
Warrants	Assests/Inventory	Security for Jail Dispos
Civil Papers	Evidence Room	Security Code for Deleting
Add Citations	CAD - Admin Numbers	Un-Release An Inmate
Modify Citations	CAD - Priority Codes/Timers	Delete An Entire Booking &
Alarm Billing		Delete A Single Booking Event
Business File Maintenance	Security for Report Writing	Delete A Charge(s)
Street File Maintenance	Security for Level I Supervisors	Delete A Warrant
Street File Lookup	Security for Level II Supervisors	Help Codes (Inmate)
Add Back Removed Report		Help Codes #1
Log Deceased or Serving Time	Entire Booking - Who Deleted	Help Codes #2
View Deceased or Serving Time	Single Event - Who Deleted	Maintain Entire Statute
Send/View Messages	Single Charge - Who Deleted	Maintain Statute/UCR Code
	Warrant - Who Deleted	Maintain Affidavit Templates
Master Reports Menu		Standard Oper Procedures
		View/Print SOP Documents
		UNLOCK a Record - In Jail
		UNLOCK a Record - Released
		UNLOCK an Incident Report

RMS Division Menu

Application Menus

Maintain Incidents
Maintain Dispositions
Report by Dispo Code
Criminal History/Background
Inmate History
Warrants
Civil Papers
Restraining Orders
Add Citations
Modify Citations
Pawn Shop Tickets
Alarm Billing

Non Custodial Arrests - Add
Non Custodial Arrests - Upd

Field Contact/Interview
Add Back Removed Report
Reports Not Written Yet
Reports Not Approved Yet
Upload Approved Reports
Upload Approved Supps

Send/View Messages

Reports

Incident Report-Complete
Public Report - by Date
Public Report - by Name
Public Report - by Case #
Press Log
Press Report

Master Reports Menu

Lookups and Permits

Active Warrants
Warrant History

Master Lookup Menu

Arrests by UCR Code
Arrests by City and/or Street
F/M by City and/or Street
Arrests by EXACT Statute

Incident Log
Lookup by Case
Business File
State Agencies
Cleared by Investigations

Animal Registration
Bicycle Registration
General Registration
Parade Permits
Weapons Registration

Standard Operating Procedures

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Investigations and Narcotics Case Management

Investigations: Hancock County Sheriff's Office

Manage Cases

Initial Assignment
Re-Assign a Case
Initial Assignment-Deleted Case
Case Disposition
Cases for Final Disposition
Re-Open a Case

Daily Tasks

Work on Open Cases
Forward for Final Clearance

Report Writing

Report Writing
Approve Supp - Level I
Approve Supp - Level II
Upload Supplement into RMS
Reports Not Written Yet
Reports Not Approved Yet

Send/View Messages

Reports

Open Cases Details - All
Open Cases Details - By Inv
Open Cases - Grand Totals
Open Case Tickler

Closed Cases Detail
Clearance % By Investigator
Clearance % By Offense Code
Clearance % By UCR Code

Master Reports Menu

Lookups

General Lookups
Whose In Jail
Inmate History
All Charges History
Business File
State Agencies
Photo Lineups
Warrants Served by The Jail
Incident Report-Complete

Standard Operating Procedures

RMS – Master Statistical Reports Menu

◖◗ ◖◗ ▣ Public Safety Software

Master Reports Menu: Hancock County Sheriff's Office

Detail Listings	Totals Only	Miscellaneous
Day of Week	Day of Week	Stolen Property by UCR Code
Premise Type	Premise Type	Recover Property by UCR Code
Officer (Incidents Only)	Officer (Incidents Only)	Stolen Property by In-House Code
Subdivision	Subdivision	Recover Details by In-House Code
Zone/Area/Beat	Zone/Area/Beat	
Reporting Area	Reporting Area	Stolen Totals by UCR Code
Type of Call (Actual)	Type of Call	Recover Totals by UCR Code
UCR Code	UCR Code	Stolen Totals by In-House Code
Part I Crimes	Part I Crimes	Recover Totals by In-House Code
Part II Crimes	Part II Crimes	
Weapon Related	Types of Weapons	Address Activity by Date
		City - Detail Listing
Alcohol Related	Alcohol Related	City - Incident Totals
Drug Related	Drug Related	City - UCR Totals
Use of Force	Use of Force	Grand Totals for Each City
Homeless Related	Homeless Related	
Senior Citizen Related	Senior Citizen Related	
Child Abuse Related	Child Abuse Related	
Juvenile Related	Juvenile Related	
Domestic Related	Domestic Related	
ICE Related	ICE Related	
Officer Assault Related	Officer Assault Related	
Computer Crime Related	Computer Crime Related	
Gang Related	Gang Related	
Hate/Bias Related	Hate/Bias Related	

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RMS – New Master Lookup Menu

General Lookups: Hancock County Sheriff's Office

Active Warrants - Name
Active Warrants - Address
Active Warrants - Zone
Warrant History
Master Name
Master Name by Last,First,DOB
Master Name by SSN
Master Name by Tele
Address Activity

Narrative Wild Card
Incident Log
Lookup by Case
Property Search
Prp Serial # - Partial or All
Vehicle Search
VIN - Partial or All
TAG # - Partial or All

Scanned Reports-By Name
Scanned Reports-By Date
Scanned Reports-By Case

EXHIBIT B
STANDARD FEES AND CHARGES

(Payable in U.S. Dollars drawn on a U.S. Bank)

See breakdown on next page

SOFTWARE UPGRADE AND SERVICES
GRAND TOTAL: $ 76,800.00

(See breakdown, next page)

Note:

We offer system-wide licensing with one-time pricing for all our products. You may add users as your needs change. This allows you to operate more efficiently as your needs change and it enables you to manage your budgetary constraints more effectively.

Qty	Application Software	Cost	Installation	Training	Maintenance	Extended Price
	RMS Software Upgrade	$ 64,500.00	No charge	$ 2,900.00	No Change	$ 67,400.00
		$ 64,500.00	.00	$ 2,900.00	.00	$ 67,400.00

Application Software Total:

Interfaces or Custom Software						
1	911 Hot Key					
	Will work with upgrade	No Charge				
	Subtotal	.00	.00	.00	.00	.00

Other Costs				
	Project Mgmt	$ 3,400.00		
	Travel Costs	$ 2,400.00		
	Data Conversion	$ 3,600.00		
	Other Costs Subtotal	$ 9,400.00	.00	.00	.00

Total	$ 76,800.00			

EXHIBIT C

PAYMENT SCHEDULE AND TERMS

(Payable in U.S. Dollars drawn on a U.S. Bank)

License Execution

It is agreed that this License Agreement between **CUSTOMER** and **DCS** will be executed within 30 days after receipt in order to guarantee the rates quoted herein. If not executed within the stated time period **DCS,** at its' option, may renegotiate the quoted rates or terminate the offer in its entirety.

Payment Schedule

SOFTWARE DELIVERY PAYMENT

Twenty-five percent (25%) shall be due when the LICENSE SOFTWARE has been DELIVERED.

SOFTWARE INSTALLATION PAYMENT

Twenty-five percent (25%) shall become due when the LICENSED SOFTWARE has been INSTALLED.

SOFTWARE REVIEW PAYMENT

Twenty-five percent (25%) shall become due when training begins.

FINAL PAYMENT

Twenty-five percent (25%) shall become due 45 days after installation.

Payments for Travel Expenses

DCS travel expenses will be billed weekly for services provided in the previous calendar week

ALL PAYMENTS ARE DUE WITHIN THIRTY (30) DAYS FROM THE RECEIPT OF INVOICE.

EXHIBIT D **** DOES NOT APPLY ****

This exhibit pertains to data conversion from an application(s) that is not owned/authored by DCS.

DATA CONVERSION SERVICES

The conversion process is a collaborative process between you and DCS. After receiving your data, our conversion analysts analyze the data, author a specification document, load sample data, and begin working on the actual conversion.

Unless a not-to-exceed rate has been indicated in the cost section of a proposal or bid, conversion services are billed at the current hourly rate (plus any applicable travel and out-of-pocket expenses). Since the conversion cost issue is a significant factor in your decision-making process, we offer application specific information following this narrative as a *guideline* for projecting conversion costs. If an application is not included on this list, then it is not typically converted.

This information will vary substantially based on your needs, and the size and complexity of the conversion will significantly impact the total conversion cost.

List of Files/Applications to Be Converted   (included in price)

	# of HOURS/COST
n/a	

Data Conversion - Customer Responsibilities:

1) All equipment, system software and other components to meet the needs of this project.

2) All required hardware, cable and connectors and personnel to facilitate installation thereof.

3) The customer must provide DCS with perpetual access to their network.

4) The customer must provide DCS with translation tables for coded values (pick lists). These tables must list the legacy system value and the corresponding DCS values. DCS will assist the customer in determining which data elements are associated with pick lists. The customer understands that the conversion programming cannot be started until these translation tables are completed and delivered to DCS.

5) If applicable, the customer must provide DCS with access to an MS SQL database containing the tables to be converted.

6) The customer must provide DCS with the time needed to run a complete export in order for DCS to provide the customer with an accurate estimate of the time required to complete the final data conversion.

7) The customer must provide DCS with a data dictionary for each table to be converted. The dictionary must list the table name, field name, plain language field description, and a flag indicating that the field is either mandatory or optional for conversion.

8) The customer understands that due to differences in data structure between their legacy system and the DCS system, some data elements will not match on a field to field basis. In these cases, the data may be loaded into an appropriate notes field if the customer desires.

9) The customer must have a knowledgeable individual available to answer any questions that arise during the course of this project. This individual must have the authority to make decisions regarding which tables and data elements are mandatory and must be able to prioritize the non-mandatory elements.

10) The customer must test the results of the initial conversion and any additional conversion deliveries and provide DCS with the results of the testing within 10 business days after delivery of the converted data.

11) The customer shall assign a full-time primary System Administrator and a backup System Administrator.

Data Conversion - DCS Responsibilities

1) Provide the Customer with a detailed SOW for the data conversion.

2) Provide a project manager and assigned staff for the project.

3) Provide a Quality Assurance Representative to serve as the point person for technical issues associated with this SOW.

4. DCS will, wherever possible, convert legacy data elements into corresponding DCS data elements. If there is no corresponding data element for a particular legacy data element, the legacy data may be loaded into a notes field.

3. DCS will provide a spreadsheet listing all tables and fields that would not convert

EXHIBIT E

DCS INC. SUPPORT SERVICES AGREEMENT

This DCS SUPPORT SERVICES AGREEMENT ("Agreement") is between **Diversified Computer Systems, Inc. ("DCS")**, a South Carolina Corporation, with its principal place of business at: 206 East 3rd North St, Summerville, SC 29483;

And

MADISON COUNTY, MISSISSIPPI
(CUSTOMER)

1 SUPPORT SERVICE FEES.

LICENSED SOFTWARE	COST
CAD, RMS, JAIL, REPORT WRITING	$ 26,159.50

1.1 Support Services Fees for the Initial Term are due and payable prior to the first day of the Initial Term, and are subject to change upon each renewal date, not to exceed 3% annually..

1.2 Support Services Fees stated herein do not include sales (or equivalent) taxes. Taxes or other fees of any other kind, will be added to CUSTOMER'S invoice.

1.3 Support Services Fees are not refundable in whole or in part, except in the event of CUSTOMER'S termination for cause as provided in Paragraph 6.2.

1.4 If CUSTOMER fails to pay all the Support Services amounts as specified, customer shall forfeit the license to use the DCS LICENSED SOFTWARE and return all copies of the LICENSED SOFTWARE, along with all documentation, to DCS.

1.5 If CUSTOMER fails to renew the Support Services Agreement, customer shall forfeit the license to use the DCS LICENSED SOFTWARE and return all copies of the LICENSED SOFTWARE, along with all documentation, to DCS.

NOTE: If thirty days (30 days) after the first day of the Initial Term has been reached, and payment has not been received, the Licensed Software will restrict the user from entering any data into the system. The user will have VIEW only capability.

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2. **SUPPORT SERVICE PERIOD.** The Term of this Agreement shall remain in effect for 3 years, from 10/1/2013 to 9/30/2016.

Period Covered	Annual Amount	Billing Date
10/1/2013 to 9/30/2014	$ 26,159.50	9/1/2013
10/1/2014 to 9/30/2015	$ 26,159.50	9/1/2014
10/1/2015 to 9/30/2016	$ 26,159.50	9/1/2015

3. **SUPPORT SERVICES.** For so long as CUSTOMER has purchased Support Services and is current in its payments to DCS, CUSTOMER shall be entitled to receive, and DCS agrees to provide, the following services under which are hereinafter referred to as "Support Services" for the LICENSED SOFTWARE listed in Paragraph I hereof:

3.1 **Program Fix Service.** CUSTOMER shall promptly report to DCS any errors or defects in the LICENSED SOFTWARE which prevents the LICENSED SOFTWARE from operating substantially in accordance with their documentation and shall further provide such information as may be required by DCS to replicate such errors of defects. CUSTOMER agrees to provide the necessary connectivity for DCS to access CUSTOMER's computer in order to investigate the reported errors or defects. DCS will address any such errors or defects and will deliver to CUSTOMER a fix or a workaround until a permanent fix becomes available. In the event the problem CUSTOMER reported as an error or defect was in fact not in the LICENSED SOFTWARE, then the CUSTOMER shall pay DCS, at DCS's then current list price,

3.2 **Software Upgrades and Updates.** CUSTOMER shall receive, at no additional cost, upgrades and updates to the LICENSED SOFTWARE which are generally made available at no cost by DCS to CUSTOMERS who have purchased Support Services. CUSTOMER agrees that any upgrades or updates provided by DCS shall be held by CUSTOMER upon all of the terms and shall be subject to all of the conditions contained in the license agreement granting CUSTOMER the right to use the LICENSED SOFTWARE.

3.3 **Telephone Support.** DCS shall make available a toll free telephone support line, twenty-four (24) hours a day, seven (7) days per week, for use by CUSTOMER'S representative who shall have received training on the LICENSED SOFTWARE and who shall be relatively proficient in the operation of LICENSED SOFTWARE.

3.4 **Exclusions.** Support Services do no include on-site services, unless otherwise arranged. Support Services do not include:

a. Correcting modifications made to the LICENSED SOFTWARE made by CUSTOMER.
b. Services needed to fix the LICENSED SOFTWARE that has been damaged due to CUSTOMER'S negligence, misuse, use with inappropriate software or equipment, or by other external causes.
o. Configuring Hardware.
d. Configuring Printers.
e. Problems related to software programs that are not authored/owned by DCS.
f. Problems related to any third party operating system.
g. Lost Passwords
h. Problems related to any products owned by Microsoft
i. Network issues
j. Cabling Issues
k. Loss of Internet
l. Browser Configuration

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4. **WARRANTIES AND REMEDIES.** DCS warrants that the Support Services provided under this Agreement shall be performed professionally, in a workmanlike manner and by employees with appropriate skills and expertise. Except as provided in this paragraph, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, IN THE EVENT DCS BREACHES THIS WARRANTY, IS TO TERMINATE THIS AGREEMENT PURSUANT TO THE TERMS OF PARAGRAPH 6 BELOW.

5. **LIMITATION OF LIABILITY.** DCS'S liability to CUSTOMER for any losses or damages, whether direct or indirect, arising out of this Agreement shall not exceed the Support Services Fees paid. In no event shall DCS be liable for any indirect, special, or consequential damages, or economic loss in connection with, or arising out of, this Agreement.

6. **TERMINATION.** This Agreement may be terminated as follows:

   6.1 By DCS, if CUSTOMER fails to pay Support Services Fees on or before the due date, then this Agreement shall terminate if non-payment continues for more than ten (10) days after receipt of notice in writing from DCS to CUSTOMER of such non-payment setting forth the sum then due and how such sum was determined.

   6.2 Except as provided in Paragraph 6.1 hereof, by the non-breaching party, in the event this Agreement is breached by a party and that party fails to cure the breach within thirty (30) days after having been given written notice thereof.

   6.3 If CUSTOMER terminates this Agreement and subsequently desires to reinstate Support Services, DCS then-current pricing and policy with regard to reinstatement shall apply.

7. **GENERAL TERMS. Choice of Law/Dispute Resolution.** This agreement shall be governed by the laws of the State of Mississippi. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations, then either party may commence legal action against the other.

   Binding Agreement. The individual signing this Agreement for CUSTOMER warrants that he/she has been duly authorized to bind CUSTOMER to all rights, duties, remedies, obligations and responsibilities hereunder and that the Agreement is a valid and binding obligation of CUSTOMER.

   Assignment. This Agreement and the rights, title, and interest herein, may not be assigned or transferred by CUSTOMER without prior written consent of DCS, which consent may be withheld. DCS may assign its rights, title and interest herein by providing prior written notice to CUSTOMER.

   Successors Bound. The terms and conditions of this Agreement shall extend and inure to the benefit and be binding on the respective successors and permitted assigns of CUSTOMER and DCS.

   Force Majeure. Neither party shall be held responsible for failure to fulfill its obligations under this Agreement due to caused beyond its reasonable control.

   Severability. If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

   Notices. Any notice provided for herein shall be in writing and sent by registered or certified mail, postage prepaid, addressed to the party for which it is intended at the address set forth on the first page of the Agreement or such other address as either party shall from time to time indicate in

writing. Any notice given pursuant to this paragraph shall be deemed given when received or five (5) calendar days from the date of the mailing, whichever occurs first.

Headings. Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms hereof.

Non-Hiring Statement. During the term of the Agreement and for a period of twenty-four (24) months after the termination of this Agreement, the CUSTOMER may not offer to hire or in any way employ or compensate any of the employees of DCS within the immediate past twenty-four (24) months without prior written consent of DCS.

Non-waiver. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to Support Services, and there are no representations, conditions, warranties, or collateral agreements, expressed or implied, statutory or otherwise, with respect to this Agreement other than as contained herein. This Agreement supersedes all previous communications, representations or agreements, either written or oral, between parties. This Agreement may not be modified or supplemented in any way except by written agreement signed by persons authorized to sign agreements on behalf of CUSTOMER and of DCS. Preprinted conditions which vary from the terms and conditions herein, and which are contained in any purchase order or other document submitted hereafter by CUSTOMER, are of no force or effect.

By signing below, we agree to the terms and conditions of this Support Services Agreement. Each individual signing below represents that (s)he has the authority to execute this Agreement on behalf of Madison County, (MS) for which (s)he represents and that all the necessary formalities have been met.

ACKNOWLEDGED AND AGREED TO BY:

Diversified Computer Systems, Inc.
(DCS)

By: _Mary T Lucas_
      Mary T Lucas, President

Date: _April 22, 2013_

Madison County, MS
(CUSTOMER)

By: _____
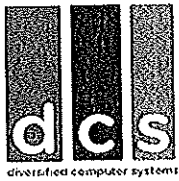   Authorized Signature,   Title
     Print name _____

Date: _____

NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES

This agreement, when accepted and executed by **DCS**, grants the undersigned the permission to use and/or have limited access to certain **Diversified Computer Systems, Inc. (DCS)** proprietary and/or confidential information.

Installed At: Madison County, MS   Located At: _____

_____

Authorized Signature of Customer:

_____   _____   _____   _____
Name (*Please Print or Type*)   Title   Signature   Date

In exchange for the permission to use or have access to **DCS** proprietary and/or confidential information, including without limitation, **DCS** software and/or documentation, the organization and individuals whose names appear below, agree to the following:

1. No copies in any form will be made of **DCS** proprietary or confidential information without the expressed written consent of **DCS's** President, including without limitation, the following:

   á) Program Libraries, whether source code or object code;

   b) Operating Control Language;

   c) Test or Sample Files;

   d) Program Listings;

   e) Record Layouts;

   f) All written confidential or proprietary information originating from **DCS** including without limitation, documentation, such as user manual, audio CD's, screen shots, and/or system manuals; and/or

   g) All **DCS** Product Bulletins and/or other **DCS** Product related materials.

2. **DCS** software, **DCS** documentation, or other proprietary or confidential information shall not be used for any purpose other than processing the records of the **Customer** identified above as permitted in the **Customer's** *Standard Software License and Services Agreement* with **DCS**.

3. The undersigned agree(s) that this **Agreement** may be enforced by injunction in addition to any other appropriate remedies available to **DCS**. If it is determined that the money damages caused by the undersigned's failure to comply with the foregoing terms are difficult to ascertain, they are hereby estimated at liquidated damages of no less than three times the then-current License Fees for the License Software provided to **Customer** under the *Standard Software License and Service Agreement* between **Customer** and **DCS**.

Agreed and Accepted by Third Party (Organization)   Agreed and Accepted by Third Party (Individual)

Organization:_____   Individual:_____

By:_____   By:_____

Title:_____   Title:_____

Date:_____   Date:_____

Accepted and Approved by Diversified Computer Systems, Inc.

By:_____

Title:_____

Date:_____

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