NOTICE OF AWARD OF CONTRACT

TO: TIBURON, INC.
6200 STONERIDGE MALL ROAD
SUITE 400
PLEASANTON, CA 94588

DATE ISSUED: NOVEMBER 24, 2010

CURRENT REFERENCE NO: 447-10

CONTRACT TITLE: POLICE - TIBURON SYSTEM MAINTENANCE

PRIOR REFERENCE NO: 378-09

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on OCTOBER 23, 2011.

The contract documents consist of the terms and conditions of Agreement No. 117-09, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

REFER TO EXHIBITS A, B & C TO THE AGREEMENT FOR EXTENDED SERVICES SOFTWARE AND MAINTENANCE FEES.

ATTACHMENTS:

EXHIBITS A, B & C TO THE AGREEMENT FOR EXTENDED SERVICES SOFTWARE AND MAINTENANCE FEES.

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: CINDY LOWE
VENDOR TEL. NO.: 720-480-5097
VENDOR PAYMENT TERMS: NET 30 DAYS
VENDOR FAX. NO.: 925-621-2799
TAX IDENTIFICATION NUMBER (EIN/SSN): 33-0998443
EMAIL ADDRESS: cindy.lowesales@tiburoninc.com

COUNTY CONTACT: NIKI LEVY
COUNTY TEL. NO.: 703-228-4069

CONTRACT AUTHORIZATION

Pamela Hayes
Assistant Purchasing Agent

DATE

11/24/10

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2
EXHIBIT A

TO THE AGREEMENT FOR EXTENDED SERVICES
SOFTWARE SUPPORT AND MAINTENANCE FEES

CLIENT
Arlington County
1425 North Courthouse Road
Arlington, VA 22201

CONTACT – Roger Walter
CLIENT # U37-10

Support and Maintenance provided to the CLIENT listed above shall be pursuant to the terms and conditions of the Agreement for Extended Service dated December 7, 1999 (the "Agreement").

The term of the Agreement shall commence on the effective date and shall continue until termination in accordance with the terms thereof. This exhibit sets forth the current annual maintenance fee for the software applications and software modules listed below. Upon payment of the amount set forth below, this Exhibit A shall be attached to and become part of the Agreement. Except as provided below, annual maintenance fees are payable in advance of each anniversary of the effective date of the Agreement. Tiburon, Inc. reserves the right to increase the annual maintenance fee on an annual basis upon ninety (90) days prior written notice to the CLIENT, which adjustments shall become effective on the anniversary of the effective date of the Agreement. The annual maintenance fee will be adjusted as necessary to reflect changes in the software applications and software modules listed below or changes in the level of support provided under the Agreement. Such adjustments will be charged or credited as incurred on a pro rata basis and will be reflected in a new Exhibit A, which, upon delivery to the CLIENT, shall be attached to, and become part of, the Agreement.

Payments for all technical services outside the scope of Basic Services and Options included in the CLIENT’s annual maintenance fee shall be invoiced to the CLIENT as incurred. All such invoices shall be due and payable within thirty (30) days of CLIENT’s receipt thereof.

Tiburon reserves the right to charge an administrative fee of 10% of the annual maintenance fees for semi-annual or quarterly invoices.

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<thead>
<tr>
<th>Software Model</th>
<th>Months</th>
<th>CPU Make</th>
<th>Start</th>
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<th>Total Fees</th>
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Total $300,455.00

Failure to pay when due the annual maintenance fee, any adjustment thereto, any invoice or any other amounts owing under the Agreement shall constitute a default under the Agreement and could result in the termination of support services under the Agreement, additional administrative charges for reinstating lapsed support services, as well as collection fees (including reasonable attorneys' fees and expenses).
EXHIBIT A
TO THE AGREEMENT FOR EXTENDED SERVICES
SOFTWARE SUPPORT AND MAINTENANCE FEES

CLIENT
Arlington County
1425 North Courthouse Road
Arlington, VA 22201

Support and Maintenance provided to the CLIENT listed above shall be pursuant to the terms and conditions of the Agreement for Extended Service dated December 7, 1999 (the “Agreement”).

The term of the Agreement shall commence on the effective date and shall continue until termination in accordance with the terms thereof. This exhibit sets forth the current annual maintenance fee for the software applications and software modules listed below. Upon payment of the amount set forth below, this Exhibit A shall be attached to and become part of the Agreement. Except as provided below, annual maintenance fees are payable in advance of each anniversary of the effective date of the Agreement. Tiburon, Inc. reserves the right to increase the annual maintenance fee on an annual basis upon ninety (90) days prior written notice to the CLIENT, which adjustments shall become effective on the anniversary of the effective date of the Agreement. The annual maintenance fee will be adjusted as necessary to reflect changes in the software applications and software modules listed below or changes in the level of support provided under the Agreement. Such adjustments will be charged or credited as incurred on a pro rata basis and will be reflected in a new Exhibit A, which, upon delivery to the CLIENT, shall be attached to, and become part of, the Agreement.

Payments for all technical services outside the scope of Basic Services and Options included in the CLIENT’s annual maintenance fee shall be invoiced to the CLIENT as incurred. All such invoices shall be due and payable within thirty (30) days of CLIENT’s receipt thereof.

Tiburon reserves the right to charge an administrative fee of 10% of the annual maintenance fees for semi-annual or quarterly invoices.

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<tr>
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</table>

Failure to pay when due the annual maintenance fee, any adjustment thereto, any invoice or any other amounts owing under the Agreement shall constitute a default under the Agreement and could result in the termination of support services under the Agreement, additional administrative charges for reinstating lapsed support services, as well as collection fees (including reasonable attorneys' fees and expenses).
EXHIBIT B
TO THE AGREEMENT FOR EXTENDED SERVICE
SCHEDULE OF SERVICES AND CHARGES

Support and Maintenance provided to the CLIENT listed in Exhibit A shall be pursuant to the terms and conditions of the Agreement for Extended Service dated December 7, 1999 (the "Agreement").

Upon CLIENT's payment of the amount set forth on Exhibit A to the Agreement, this Exhibit B shall be attached to, and become part of the Agreement. Any changes to the services options selected in this Exhibit B shall be reflected in a new Exhibit B which, upon payment of any additional amounts due, shall be attached to, and become part of, the Agreement.

BASIC SERVICES

Tiburon will provide basic services as defined in the Statement of Work contained in Section 2 of the Extended Service Agreement for the software systems as defined in Exhibit A.

Support for Computer Aided Dispatch, Message Switch and Corrections Management Systems is 24 hours per day, 7 days per week. Support for other products is from 8:00 a.m. to 5:30 p.m. Eastern Time, excluding weekends and normal Tiburon holidays, unless the "24/7" Service Option is selected. In all cases, call-out charges will apply as described below.

The following is paraphrased from the recently adopted Bylaws.

Voting membership in the Tiburon User Group, as set forth herein, is included in the Basic Service. The quantity of voting members is based on the number of Tiburon products installed, with the appropriate software licenses, at the CLIENT. For purposes of establishing voting memberships, a product is defined as SS/2000 – Computer Aided Dispatch, Police Records Management, Fire Records Management, Correction Management System, and Mobile Data System. The Tiburon User Group Conference is held annually at a location to be determined.

"24/7" SERVICE OPTION $7,000 per year/per system

Products not normally covered by 24-hour support may optionally be supported with 24-hour coverage (including Tiburon holidays). Applicable call-out charges continue to apply. If this option is not in force, technical support requests outside of covered hours are charged at technical service rates as defined below.

NEW PRODUCTS

Additional Tiburon software systems, subsystems and Tiburon provided third-party products, such as hardware, and networking software may be acquired under this Agreement. Tiburon installation, special tailoring, license fees and third-party peripherals required shall be charged at the then current Technical Services Rate or as quoted by Tiburon or the third party.
TECHNICAL SERVICE RATES

1. Technical Service Rates

Technical Services Rates shall be invoiced to CLIENT as incurred at the rates then in effect.

A minimum of four (4) hours per occurrence will be charged for work conducted at Tiburon facilities and a minimum of eight (8) hours at CLIENT site for Technical Services not covered under Basic Services or "24/7" Service Option as described previously.

2. Materials, Travel and Per Diem Expenses

When applicable, all special materials, plus travel and per diem expenses shall be charged to CLIENT at cost.

3. Call-Out Charges

Systems not covered under 24/7 support, call-outs will be billed at $250 per call. After the first hour, the rate is $250 per hour with a two-hour minimum.

If CLIENT's systems are covered under the 24/7 support, the off-hour call-out fee is $50.

4. Remote Access

All charges in this Agreement are predicated on CLIENT providing the required hardware, software, and operating environment for dial-in service. If CLIENT does not provide this support for dial-in service, the following additional charge will apply:

$500 per month per system supported

In addition, travel and per diem expenses for on-site support required due to lack of remote access will be charged as defined in Exhibit B, page 2, item 2.