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

DATE ISSUED: OCTOBER 29, 2013  
CONTRACT NO: 447-10  
CONTRACT TITLE: TIBURON SYSTEM MAINTENANCE

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

This is your notice that the above referenced contract has been EXTENDED. The contract term covered by this Notice of Renewal is effective OCTOBER 24, 2012 and expires on JANUARY 24, 2013.

The contract documents consist of the terms and conditions of Agreement No. 117-99 including any exhibits attached or amendments thereto.

CONTRACT PRICING:
NOT TO EXCEED $96,807.75 FOR THE SERVICE DATES 10/24/13 - 1/23/14

ATTACHMENT:
CONTRACT 117-99

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

VENDOR CONTACT: SCOTT CARROLL  
TELEPHONE NO.: 925-621-2506  
EMAIL ADDRESS: SCOTT.CARROLL@TIBURONINC.COM

VENDOR PAYMENT TERMS: NET 30 DAYS

COUNTY CONTACT: NIKI LEVY  
TELEPHONE NO.: 703-228-4395  
EMAIL ADDRESS: NLEVY@ARLINGTONVA.US

CONTRACT AUTHORIZATION  

Charity Hooper  
Procurement Officer  

DISTRIBUTION  

10/29/13  
Date  
VENDOR: 1  
BID FOLDER: 2
TIBURON, INC.

AGREEMENT FOR EXTENDED SERVICE

CONTRACT NO. 117-99

This Agreement entered into this 7th day of December, 1999 by and between the County Board of Arlington County, Virginia (hereinafter "CLIENT"), and Tiburon, Inc., (hereinafter "TIBURON") having its principal place of business at 39350 Civic Center Drive, Suite 280, Fremont, California 94538.

IT IS HEREBY AGREED,

WHEREAS, CLIENT has determined that it requires the categories of application software maintenance on the software systems which have been provided to CLIENT by TIBURON under Agreement No. 405-90, and which are identified in Exhibit A attached hereto and which are referred to hereinafter collectively as the "Program," and

WHEREAS, CLIENT therefore requires the provision of professional and technical services and materials as specified in this Agreement, and

WHEREAS, TIBURON is qualified to provide the services and materials required by CLIENT as specified in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, CLIENT and TIBURON agree as follows:

1. PERIOD OF PERFORMANCE

The term under which TIBURON shall be obligated to perform under this Agreement shall be for the time period specified in Exhibit A and shall continue for this time period or until this Agreement has otherwise been terminated as provided herein.

2. STATEMENT OF WORK

With respect to the Program, TIBURON shall perform the following maintenance services:

a. TIBURON shall retain a copy of the Program source code.

b. If during the term of this Agreement, (1) CLIENT discovers defects in the Program such that the Program will not perform in accordance with the specifications as previously accepted by CLIENT; (2) CLIENT notifies TIBURON of such defects in writing; and (3) such defects are reproducible, then TIBURON shall provide, in writing, within 48 hours a reasonable estimate of the amount of time required to correct the defect, and (4) Tiburon shall provide operationally dependable corrections to such defects at no cost to the CLIENT.

117-99
c. If problems arise concerning the Program, TIBURON shall provide telephone assistance and support via remote dial-in.

If remote support is available, but an on-site visit is required to correct the defect, TIBURON will travel to the site at no additional charge to the CLIENT if the problem lies solely with TIBURON application software. If CLIENT is unable to provide remote dial-in and an on-site visit is necessary to correct the problem, as determined by TIBURON and approved by the CLIENT's Project Officer, TIBURON will bill the CLIENT for the actual travel costs and per diem expenses at $38 per day.

If the problem is CLIENT generated, and CLIENT requests service from TIBURON, CLIENT is responsible for all fees and expenses and will be billed at TIBURON's current service rate, as defined in Exhibit B, in addition to all travel costs as specified above.

d. TIBURON shall provide CLIENT with a minimum of quarterly status reports to include a summary of site activity and client requests.

e. TIBURON shall provide a toll-free telephone service for routine operational and technical assistance.

f. Technical and operational service shall be available during TIBURON's normal support hours of 6:00 a.m. to 5:30 p.m. Pacific Time (excluding weekends and TIBURON holidays) and at additional times according to the terms defined in the Schedule of Services and Charges which is attached as Exhibit B and incorporated herein by reference.

TIBURON shall provide software upgrades and enhancements as per the schedule and charges stated in Exhibit B. Any installation and special tailoring required shall be charged at the Technical Service Rate as identified in Exhibit B. All such software provided by TIBURON shall be covered by the terms of this Agreement.

If CLIENT has source code on-site, and corrections for reported problems or defects are due substantially to CLIENT's errors or CLIENT's changes to the system environment, or relate to CLIENT-modified portions of the Program or to portions of the Program affected by CLIENT-provided software, or if CLIENT reports problems to TIBURON erroneously, as determined by TIBURON, TIBURON will charge CLIENT for services performed at the Technical Service Rate specified in Exhibit B, hereof, plus applicable travel costs and per diem as specified above.

3. CLIENT RESPONSIBILITIES

CLIENT agrees to provide those services and facilities defined below which are necessary for the provision of services by TIBURON under this Agreement. CLIENT and TIBURON agree that the scope and schedule of services to be provided by TIBURON under this Agreement depend upon the timely fulfillment of CLIENT responsibilities.
a. CLIENT shall assign a coordinator to ensure that CLIENT's duties set forth in this Agreement are met, to coordinate appropriate schedules in connection with TIBURON's services hereunder, and to provide other coordination activities which are necessary for TIBURON to perform its services hereunder. CLIENT shall maintain performance logs documenting trouble calls and availability of online systems according to procedures provided by TIBURON.

b. CLIENT shall assign individuals who are familiar with the Program, and able to provide on-site technical assistance as required by TIBURON to assist TIBURON in performing its services hereunder. CLIENT personnel will screen operational assistance calls and handle operational problems where appropriate.

c. If CLIENT has source code on site, any changes or modifications to TIBURON's application software or to the application software operating environment by CLIENT without TIBURON's written authorization is an unauthorized change and is in violation of the terms and conditions of this and/or the Software License Agreement. TIBURON reserves the right to terminate this Agreement and pursue any and all legal remedies. CLIENT may be subject to penalties, fines and associated legal fees if found to be in violation of the Software License Agreement or this Agreement.

d. CLIENT shall ensure that appropriate maintenance activities are carried out on a regularly scheduled basis in accordance with site documentation. This includes but is not limited to backing up the database and journal logs, purging out of date records and running reports and performing diagnostics as requested by TIBURON.

e. CLIENT shall provide dial-in access to CLIENT's computer, making it accessible by TIBURON for remote service. CLIENT is responsible for the provision of all local equipment (dial-up modems, telephone line connection, communications port, etc.) required to support access by TIBURON. If CLIENT has source code on site, CLIENT shall also compile programs and run appropriate tests following each remote access as requested by TIBURON. In the event that CLIENT does not comply with these provisions, Technical Service charges as specified in Exhibit B shall apply.

f. CLIENT shall meet with TIBURON, as may be reasonably required by either party, to discuss operational issues and the status of the Program and provide timely responses to issues related to maintenance and Program performance raised in writing by TIBURON. Any such meeting(s) shall take place at a site mutually agreed upon by TIBURON and CLIENT.

g. CLIENT shall update and maintain the input data as may be required for satisfactory Program operation, and be responsible for the accuracy of CLIENT-provided data.

h. If the CLIENT has the source code, CLIENT shall provide TIBURON with a complete copy of the production source code in a format compatible with TIBURON's support environment so that TIBURON has ready access to the code for maintenance work. Complete replacement copies shall be made available on a timely basis upon request by TIBURON.
If the CLIENT has the source code, CLIENT shall be responsible for storing a complete copy of the production source code off site as an emergency back up.

4. PAYMENT

CLIENT shall make payments to TIBURON based on invoices submitted for annual maintenance and any assessed Call Out Charges. Schedules and amounts of invoices shall be in accordance with Exhibit B, as applicable and accepted by CLIENT's Project Officer.

5. INDEPENDENT CONTRACTOR

Each party hereto, in performance of this Agreement, will be acting in its own capacity. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. TIBURON will be responsible for payment of payroll taxes, unemployment insurance, and similar obligations with respect to its own employees, and no deductions shall be made from payments due under this Agreement for that or any other related reason.

6. LICENSE

With respect to each change, correction, or enhancement to Program furnished by TIBURON to CLIENT under this Agreement, TIBURON grants to CLIENT a perpetual, non-exclusive, non-assignable, non-transferable license to use such change, correction, or enhancement solely as part of the Program.

7. CLIENT MODIFICATIONS

If CLIENT has source code on site, CLIENT shall not make any changes or modifications to TIBURON application software nor to application software operating environment without TIBURON's prior written authorization. Any such changes without TIBURON's prior written authorization shall be deemed unauthorized and in violation of the terms and conditions of this Agreement.

At no additional cost to the CLIENT, TIBURON shall provide updates to the TIBURON External Interface Software and/or documentation, including all existing screen formats currently supported by TIBURON, for all legal requirements or modifications mandated by NCIC or the Commonwealth of Virginia, when such requirements or modifications require a programming/source code change to the Licensed Software. TIBURON may charge the CLIENT for updates for changes mandated solely by Arlington County at the rates set forth in Exhibit B. Changes to Commonwealth of Virginia and/or NCIC protocols are considered outside the scope of this Agreement.
8. CONFIDENTIAL INFORMATION

TIBURON shall regard all CLIENT files and data as CLIENT's confidential information. TIBURON shall not release said data to outside parties without written consent of CLIENT. To the extent allowed by law, CLIENT shall regard all software and documentation provided by TIBURON as confidential information. CLIENT shall not release or provide access to said software and documentation to outside parties without written consent of TIBURON, except as required by law.

9. TERMINATION

This Agreement may be terminated by either party by giving at least a ninety (90) day advance written notice to the other party. In the event of termination by either party, TIBURON shall refund to CLIENT support fees paid by CLIENT for the unused portion of the term on pro-rata basis.

Upon termination of this Agreement for any reason, the provisions relating to Confidential Information and License shall survive.

10. INSURANCE

TIBURON shall, at its own expense, at all times while TIBURON is performing services at CLIENT's facilities, maintain in force:

a. a comprehensive general liability insurance policy including coverage for contractual liability for obligations assumed under the contract documents, blanket contractual liability, products and completed operations and owner's and contractor's protective insurance; and

b. comprehensive automobile liability insurance policy including owned and non-owned automobiles.

Liability coverage with minimum coverage of $500,000 per occurrence (combined single limit for bodily injury and property damage claims) or $500,000 per occurrence for bodily injury and $100,000 per occurrence for property damage. Liability coverage shall be provided on an "occurrence" basis. "Claims made" coverage will not be acceptable. The CLIENT shall be identified as additional insured under the general liability policy.

Certificates of insurance acceptable to CLIENT shall be filed with CLIENT prior to the commencement of any services at CLIENT facilities by TIBURON. Each certificate shall provide that coverage under the policy cannot be canceled and restrictive modifications cannot be made until at least 30 days prior written notice has been given to CLIENT.
11. AMENDMENTS

This Agreement may be amended upon mutual written agreement by CLIENT and TIBURON to include, but not be limited to, additional services and support, and equipment and software replacements and upgrades. The cancellation of any individual application identified in this agreement is permitted with at least ninety (90) day written notice. Maintenance charges will be appropriately reduced on the next invoice. If an application is changed the maintenance charges may be amended by mutual written agreement by CLIENT and TIBURON.

12. APPLICABLE LAW

This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia. Venue is proper in Arlington County, Virginia.

14. LIMITATION OF LIABILITY AND REMEDIES

a. Limited Warranty

While this Agreement is in effect, TIBURON warrants that all computer programs developed or provided under this Agreement will conform to such applicable specifications as may be developed under this Agreement.

THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

b. Limitation of Damages and Remedy

TIBURON's liability hereunder for damages, except for willful, wanton, reckless conduct or a breach of paragraph 8 above, shall not exceed the annual maintenance charge paid to TIBURON for the period in which the cause of action occurred. IN NO EVENT SHALL TIBURON BE RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, OR INCIDENTAL OR TORT DAMAGES.
15. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding between the parties as to the subject matter hereof and merges all prior discussions between them, and neither party shall be bound by any prior representations, conditions, understandings, or warranties except for original system warranties or those expressly provided herein, or in any surviving terms of prior written agreements between the parties hereto, or in any written agreements signed by representatives of the parties on or subsequent to the date of this Agreement. No provision appearing on any form shall have any force or effect unless such provision is expressly accepted in writing and signed by a representative of the party sought to be bound by said writing.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates set forth below.

COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

[Signature]

Signature of Authorized Representative

Donald F. Harney, DPA, C.P.M.

Name (type or print)

Purchasing Agent

Title

[Signature]

December 2, 1999

Date

TIBURON

[Signature]

Signature of Authorized Representative

Bruce A. Kelling

Name (type or print)

President & Chief Executive Officer

Title

[Signature]

Date
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 Waller
CLIENT # U37-12A

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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<th>Software Model</th>
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<td>$38,588.00</td>
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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

CONTACT – Roger Waller
CLIENT # U37-12

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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<th>Software Model</th>
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Total $330,535.00

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 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 S/S/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

(Initial)

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.