



4625 West Lake Park Blvd.
Salt Lake City, UT 84120
(801) 902-1200
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SALES QUOTE / PURCHASE AGREEMENT

Sanibel Police Department
800 Dulop Road
Sanibel, FL 33957

Phone: 239.472.3111
Agreement Preparation Date: 10/05/12
Expiration Date: 12/31/12
Operating System Server: Unix
Quote Number: 12-148B
Salesman: Tyler Jensen

This Sales Quote / Purchase Agreement ("Agreement") is made and entered into this _____ day of _____, 2012 by and between the Customer and Spillman Technologies, Inc. ("Spillman"), 4625 West Lake Park Blvd., Salt Lake City, UT 84120.

Section I: Quote Summary

Spillman Software	124,259
Spillman Implementation Services	<u>included</u>
Total Purchase Price \$	<u><u>124,259</u></u>

Approved and Accepted by:

I have read this Agreement in its entirety and hereby approve and accept the terms and conditions of this Agreement as contained herein.

Signature of Authorized Representative

Print Name of Authorized Representative

Title of Authorized Representative

Date

APPROVED AS TO FORM:


CITY ATTORNEY

Section 2: Spillman Software

Description	Price
Spillman Software	124,259
Integrated Hub	
Imaging	
StateLink	
Insight	
CAD with Geobase	
CAD Mapping	
911 Interface	
Law Records	
Florida UCR	
Pin Mapping	
Traffic Information	
Evidence Management	
Alarm Tracking and Billing	
Licenses & Permits	
Mobile RMS	
Mobile StateLink	
Mobile Messenger	
Voiceless Dispatch	
AVL & Mapping	
Law Form	
Field Interview Form	
DL Scanning Interface	
Spillman Touch	
Personnel Management	
Equipment Maintenance	

Spillman Software Total: \$ 124,259

Section 3: Spillman Professional Services

Description	Price
Installation and Implementation Management	<i>included</i>
Installation	
-Pre-implementation meeting	
-Hardware installation and testing	
-Software installation and testing	
-Custom programming	
-Interface installation and testing	
Training	
-Assistance in data entry standards and code tables	
-Administrative assistance and system configuration assistance	
-On-site project team training	
-On-site end-user training (up to 16 attendees per class)	
-1 week on-site for go-live assistance	

TOTAL PURCHASE PRICE:

\$ 124,259

Section 4: Second Year Maintenance

Second year maintenance fees are not included in the Purchase Price of this Agreement and is provided here as reference information only.

Description	Price
Second Year Maintenance	21,518

Second Year Maintenance Total: \$ 21,518

Section 5: Payment Terms

SECTION	DESCRIPTION	CATEGORY TOTALS	PAYMENT UPON CONTRACT SIGNING	PAYMENT UPON SOFTWARE INSTALL
2	Software & Services	124,259	62,129	62,130

Price Totals:	124,259	62,129	62,130
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Total Purchase Price:	\$ 124,259
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SALES QUOTE / PURCHASE AGREEMENT

Section 6: Agreement Terms

1. This Agreement only covers the products and services listed herein.
2. Customer agrees to pay all invoices within thirty (30) days of invoice date.
3. Customer agrees to pay Spillman the Agreement Purchase Price according to the payment terms stated in Section 5. The Agreement Purchase Price is valid only through the expiration date indicated and only if all listed products and services are purchased as a complete package. ("Purchase Price" does not include second year maintenance fees.)
4. Customer is solely responsible for the payment of any and all taxes resulting from the acceptance of this Agreement and purchase of the products and services described herein.
5. When signed by an authorized Customer representative this Agreement serves as the Purchase Agreement between Customer and Spillman.
6. This Agreement is subject to all terms and conditions in the corresponding, valid Computer Software End-User License Agreement (the "License Agreement") and the related Maintenance Agreement between Customer and Spillman.
7. Any of the following events shall constitute a "default" under this Agreement:
 - a. Customer's failure to pay Spillman any charges, costs, or other payment accruing herein, if such failure has not been corrected within ten (10) calendar days after Spillman has given Customer written notice of such failure; or
 - b. Customer's failure to perform any other obligation set forth in this Agreement, including any act of repudiation or wrongful rejection of the product, if such failure has not been corrected within thirty (30) days after Spillman has given Customer written notice of such failure.
 - c. Spillman's failure to perform any obligations set forth in this Agreement, if such failure has not been corrected within thirty (30) days after Customer has given Spillman written notice of such failure.
8. Upon occurrence of a default, the non-defaulting party may:
 - a. Terminate this Agreement and invoke all rights the party possesses up to termination, including, in Spillman's case, repossession of the Product, and
 - b. If Customer remains liable for any monetary obligations created under this Agreement, Spillman may accelerate and declare all obligations of Customer created under this Agreement to be immediately due and payable by Customer as a liquidated sum and proceed against Customer in any lawful way for satisfaction of such sum; and
 - c. In addition to the forgoing, seek any other remedies that may be available at law or in equity.
9. Customer acknowledges that the monetary obligations of the Customer to Spillman under this Agreement constitute a commercial account. Customer shall pay, in addition to all other amounts owed to Spillman, interest calculated at one-and-one-half percent (1.5%) per month on all amounts that have not been paid to Spillman pursuant to the terms of this Agreement, or the highest rate permitted by law, whichever is less. Customer shall also be liable for all costs of collection, including reasonable attorney's fees whether or not a suit is instituted. Any delay or failure of either party in exercising any right hereunder, or any partial exercise thereof, shall not be deemed to constitute a waiver of any right granted hereunder or at law.
10. This Agreement constitutes the entire Purchase Agreement between the parties, with respect to the products and services listed herein, and no amendment to this Agreement shall be binding on either party unless such amendment is in writing and executed by authorized representatives of both parties. The parties understand that the License Agreement and the Support Agreement shall be considered with this Agreement as an integrated Agreement and is the complete and exclusive statement of the parties obligations and responsibilities, with respect to the products and services listed herein and therein, except as otherwise provided by law.

COMPUTER SOFTWARE
END-USER LICENSE AGREEMENT

ATTACHMENT A

SHARED AGENCY COMPUTER SOFTWARE
END-USER LICENSE AGREEMENT

(09/01/2011)

This Agreement, together with a Computer Software End-User License Agreement (the "License Agreement") and one or more executed Sales Quote / Purchase Agreements (the "Purchase Agreement"), constitute one integrated agreement and is the complete and exclusive statement of Spillman's obligations and responsibilities with regard to licensing software. All capitalized terms used and not otherwise defined therein shall have the definitions given to such terms in the License Agreement.

Definitions:

Shared Agency. A "Shared Agency" is an agency that has purchased the right and license to use the same copy of a Spillman Licensed Product currently licensed by another agency as Licensee (Host Agency).

Host Agency. A "Host Agency" is a current Spillman Licensee that has authorized and agreed to "share" the use of their Spillman Licensed Product with the Shared Agency.

Section 1: License.

Spillman grants to Shared Agency a non-exclusive, non-transferable license to use the same copy of the "Licensed Program" and related materials, which are presently licensed to a Host Agency, subject to the terms and conditions set forth in the License Agreement, as well as the terms and conditions specified in Section 2, below. Shared Agency agrees to comply with all such terms and conditions. This license may be terminated at any time if Shared Agency breaches such terms.

Section 2: Scope of Rights.

2.1 Shared Agency understands that all assistance and support for the Licensed Program may be obtained only through the Host Agency. This Agreement does not entitle Shared Agency to

any Spillman services beyond the license to use the Licensed Program.

2.2 The Warranty term for the Licensed Program is limited to the remaining Warranty term granted through the Host Agency's License Agreement.

Accepted and Approved:

Customer

By: _____

Print Name: _____

Title: _____

Date: _____

Spillman Technologies, Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:


CITY ATTORNEY